

**FINANCE COMMITTEE AGENDA**  
**Tuesday, October 27, 2015**  
**11:30 a.m.**

**GENERAL BUSINESS**

**11:30 a.m.**

1. Report on the General Fund Reserve for Contingencies

Contact: Donna Witt, Director of Financial Services

455-3968

**11:35 a.m.**

2. Approve the submittal of a grant application to the Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund (RSAF) for \$50,303 with resources of \$40,242 from the RSAF grant and \$10,061 from the FY 2016 General Fund Fire Department budget to purchase ten (10) fiber optic laryngoscopes and two (2) Stryker PowerLoad systems for two ambulances.

Contact: Fire Chief Brad Ferguson

455-6340

**11:40 a.m.**

3. Review highlights of attached quarterly financial reports for the Greater Lynchburg Transit Company (GLTC) as well as the Regional Airport, Lynchburg Regional Juvenile Detention Center, Comprehensive Services Act, Water Operating, Sewer Operating, Stormwater Operating, and General Funds the for the quarter ending June 30, 2015.

| Fund                                         | Preparer                                   |
|----------------------------------------------|--------------------------------------------|
| GLTC                                         | Josh Baker, General Manager of GLTC        |
| Regional Airport Fund                        | Mark Courtney, Airport Manager             |
| Lynchburg Regional Juvenile Detention Center | Tamara Rosser, Director of Human Services  |
| Comprehensive Services Act Fund              | Tamara Rosser, Director of Human Services  |
| Water Operating Fund                         | Tim Mitchell, Director of Water Resources  |
| Sewer Operating Fund                         | Tim Mitchell, Director of Water Resources  |
| Stormwater Operating Fund                    | Tim Mitchell, Director of Water Resources  |
| General Fund                                 | Donna Witt, Director of Financial Services |

**12:20 p.m.**

4. Consider a request to adopt a resolution to amend the FY 2016 General Fund budget to approve the addition of a Family Support Specialist (1 FTE) for the Foster Care Unit within the Department of Human Services.

Contact: Tamara Rosser, Director, Department of Human Services

455-5794

**12:25 p.m.**

5. Consider a request to adopt a resolution to amend the FY 2016 City/Federal/State Aid Fund budget and appropriate \$205,486 with resources from a Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant and \$103,818 from Reserve for Contingencies Fund to purchase and implement a Body-Worn Camera program for the Police Department.

Contact: Captain R.M. Zuidema, Police Department

455-6171

**12:30 p.m.**

6. Consider a request to adopt a resolution to amend the FY 2016 City/Federal/State Aid Fund budget and appropriate \$20,250 with resources from a grant from the Library of Virginia to preserve seventy-five Deed books (Deed Books 466 – 540) with records dated March 1972 through December 1977 at the Lynchburg Circuit Court Clerk's Office.

Contact: Eugene Wingfield, Circuit Court Clerk

455-2611

**12:35 p.m.**

7. Receive a report on the FY 2015 Write-Off of Uncollectible Accounts Receivable

Contact: Donna Witt, Director of Financial Services

455-3968

**12:40 p.m.**

8. Review collections received from five of the City's largest revenue sources.

Contact: Donna Witt, Director of Financial Services

455-3968

**12:45 p.m.**

9. Roll Call

**The next Finance Committee meeting is Tuesday, November 24, 2015, at 11:30 a.m.**

FY 2016 GENERAL FUND RESERVE FOR CONTINGENCIES

|                                                                              | Reserve for<br>Contingencies | City Manager's<br>Discretionary<br>Funding |
|------------------------------------------------------------------------------|------------------------------|--------------------------------------------|
| <b>BEGINNING BALANCE, JULY 1, 2015</b>                                       | \$565,917                    | \$50,000                                   |
| Carryforward to FY 2016 Reserve for Contingencies - 05/26/15 Council Meeting | 584,083                      |                                            |
| <b>BALANCE</b>                                                               | <b>\$1,150,000</b>           | <b>\$50,000</b>                            |
| <b>APPROPRIATIONS (Second Reading)</b>                                       |                              |                                            |
|                                                                              |                              |                                            |
|                                                                              |                              |                                            |
| <b>TOTAL APPROPRIATIONS</b>                                                  | <b>\$0</b>                   | <b>\$0</b>                                 |
| <b>REMAINING BALANCE</b>                                                     | <b>\$1,150,000</b>           | <b>\$50,000</b>                            |
| <b>ITEMS INTRODUCED</b>                                                      |                              |                                            |
| Body-Worn Camera Pilot Implementation Program - 10/27/15 Council Meeting     | (\$103,818)                  |                                            |
|                                                                              |                              |                                            |
| <b>TOTAL INTRODUCED ITEMS</b>                                                | <b>(\$103,818)</b>           | <b>\$0</b>                                 |
| <b>REMAINING BALANCE</b>                                                     | <b>\$1,046,182</b>           | <b>\$50,000</b>                            |
| <b>PENDING ITEMS</b>                                                         |                              |                                            |
|                                                                              |                              |                                            |
| <b>TOTAL PENDING ITEMS</b>                                                   | <b>\$0</b>                   | <b>\$0</b>                                 |
| <b>PROJECTED BALANCE</b>                                                     | <b>\$1,046,182</b>           | <b>\$50,000</b>                            |

# FINANCE COMMITTEE

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: **2**

CONSENT:

REGULAR:

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION: **X**

**ITEM TITLE: Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund Grant to purchase fiber optic laryngoscopes and PowerLoad systems for ambulances**

### RECOMMENDATION:

Approve the submittal of a grant application to the Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund (RSAF) for \$50,303 with resources of \$40,242 from the RSAF grant and \$10,061 from the FY 2016 General Fund Fire Department budget to purchase ten (10) fiber optic laryngoscopes and two (2) Stryker PowerLoad systems for two ambulances.

### SUMMARY:

The Virginia Office of Emergency Medical Services (EMS) periodically awards grant funding to assist career and volunteer EMS agencies in obtaining/maintaining emergency vehicles and equipment; providing EMS management, leadership, and advanced life support training; and achieving other goals that support the enhancement of citizen and community EMS services.

The Fire Department desires to submit a grant request for \$50,303 in Rescue Squad Assistance funding to purchase fiber optic laryngoscopes and PowerLoad systems for two ambulances.

The fiber optic laryngoscopes provide brighter lighting for EMS providers attempting to intubate patients allowing for better visualization, which should increase first pass intubation rates. One device would be placed on each ambulance. The PowerLoad systems are mandatory for ambulances purchased after July 1, 2015. A PowerLoad system would be installed on the two current ambulances that are under consideration for a re-chassis in lieu of purchasing one new ambulance. This equipment would increase patient safety by minimizing the possibility of one being dropped and maintain EMS provider health by decreasing back injuries.

This grant requires a local match; the department is applying for these funds under a Hardship Request, which would require the locality to pay 20 percent and RSAF would pay 80 percent. The itemized cost: ten fiber optic laryngoscopes - \$4,059 and two PowerLoad systems - \$46,244. With a total cost of \$50,303, the required local match is \$10,061. The match will be funded from the FY 2016 General Fund Fire Department budget.

### PRIOR ACTION(S):

Finance Committee, October 27, 2015

### FISCAL IMPACT:

\$10,061 in matching funds will be provided from the Fire Department's FY 2016 budget; no additional appropriation is required. Future funds will be needed for periodic maintenance of the equipment purchased.

### CONTACT(S):

Fire Chief Steven B. Ferguson, 455-6340  
Battalion Chief Heather Childress, 455-6360  
Ellen Davidson-Martin, Fire Administrative Manager, 455-6368

### ATTACHMENT(S):

None

### REVIEWED BY:



Greater Lynchburg Transit Company



1301 Kemper Street  
PO Box 797  
Lynchburg, VA 24505  
434.455.5080  
434.847.8621 (Fax)  
jbaker@gltonline.com  
www.GLTOnline.com

October 1<sup>st</sup>, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

RE: June 31, 2015 (4<sup>th</sup> Quarter) Financial Report – Greater Lynchburg Transit Company

The attached Greater Lynchburg Transit Company Comparative Income Statement summarizes the financial activities for the fourth quarter of FY15 and final YTD data for the fiscal year.

REVENUE

GLTC finished out the final quarter of FY 15 with Revenues 5% higher than projections. Liberty and CVCC university partners contributed more than what was originally projected due to increased service, advertising revenue was up, as well as State and Federal Operating Assistance. YTD Farebox revenue was down and coming in at only 84% of target, we believe the cause of this to be a combination of a reduced fare structure for elderly and disabled, as well as reduced ridership on the City side of service resulting from route changes. Overall YTD revenue finished up performing at 105% of budget.

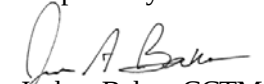
EXPENDITURES

We have experienced increased overtime costs due to service spikes, issues with driver recruitment, and some internal attendance issues. We are implementing some new policies around this to help mitigate the problem however we don't anticipate there being an impact until next FY. Total expenses this quarter are up 9% over budget primarily due to these labor issues.

SUMMARY

With increases in services, additional operational miles for City routes, and cost of living increases for salaries GLTC has experienced increased costs. Due to increased revenues to offset these expenses GLTC's operational status closed the year well balanced and shows us in the black for the final YTD.

Respectfully submitted,

  
Joshua Baker, CCTM  
General Manager

Cc: L. Kimball Payne III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director of Financial Services

**CENTRAL VIRGINIA TRANSIT MANAGEMENT CO INC.**  
**QUARTERLY INCOME STATEMENT**  
**AS OF JUNE 30, 2015**

|                               | QTR TO DATE             |                         |             |                         |                         |                   |
|-------------------------------|-------------------------|-------------------------|-------------|-------------------------|-------------------------|-------------------|
|                               | FY2015<br>QTD<br>ACTUAL | FY2015<br>QTD<br>BUDGET | %<br>VAR    | FY2015<br>YTD<br>ACTUAL | FY2015<br>YTD<br>BUDGET | %<br>of<br>Budget |
| <b>REVENUE</b>                |                         |                         |             |                         |                         |                   |
| FRT Passenger Revenue         | \$ 204,159              | \$ 254,168              | -20%        | \$ 852,886              | \$ 1,016,671            | 84%               |
| DRT Passenger Revenue         | 19,581                  | 24,500                  | -20%        | 82,207                  | 98,000                  | 84%               |
| Contracts (LC Access)         | 5,721                   | 6,190                   | -8%         | 20,977                  | 24,760                  | 85%               |
| Contracts (CVCC Access)       | 12,500                  | 6,190                   | 50%         | 50,000                  | 24,760                  | 202%              |
| Liberty University Revenue    | 268,324                 | 202,180                 | 33%         | 1,341,618               | 1,010,902               | 133%              |
| Other Contract Revenue        | 2,295                   | 9,950                   | -77%        | 13,528                  | 39,800                  | 34%               |
| Non-Operating Revenue         | 36,079                  | -                       | 100%        | 58,539                  | -                       | 100%              |
| Advertising Revenue           | 17,146                  | 13,750                  | 25%         | 72,271                  | 55,000                  | 131%              |
| City Operating Assistance     | 348,509                 | 348,510                 | 0%          | 1,394,038               | 1,394,038               | 100%              |
| County Operating Assistance   | 14,373                  | 14,373                  | 0%          | 57,492                  | 57,492                  | 100%              |
| State Operating Assistance    | 367,283                 | 347,500                 | 6%          | 1,463,711               | 1,390,000               | 105%              |
| Federal Operating Assistance  | 509,884                 | 494,930                 | 3%          | 2,039,536               | 1,979,720               | 103%              |
| <b>TOTAL REVENUE</b>          | <b>\$ 1,805,853</b>     | <b>\$ 1,722,241</b>     | <b>5%</b>   | <b>\$ 7,446,802</b>     | <b>\$ 7,091,143</b>     | <b>105%</b>       |
| <b>EXPENSES</b>               |                         |                         |             |                         |                         |                   |
| <b>FIXED ROUTE</b>            |                         |                         |             |                         |                         |                   |
| Operator Labor                | \$ 334,909              | \$ 425,060              | -21%        | \$ 1,571,619            | \$ 1,700,239            | 92%               |
| Operator-Overtime             | 51,227                  | 16,721                  | 206%        | 274,716                 | 66,882                  | 411%              |
| Other Salaries & Wages        | 70,477                  | 48,995                  | 44%         | 233,841                 | 195,978                 | 119%              |
| Supervisors-Overtime          | 7,329                   | 5,454                   | 34%         | 27,768                  | 21,816                  | 127%              |
| Fringe Benefits               | 338,860                 | 294,003                 | 15%         | 1,207,238               | 1,176,013               | 103%              |
| <b>TOTAL FIXED ROUTE</b>      | <b>\$ 802,802</b>       | <b>\$ 790,232</b>       | <b>2%</b>   | <b>\$ 3,315,182</b>     | <b>\$ 3,160,928</b>     | <b>105%</b>       |
| <b>DEMAND RESPONSE</b>        |                         |                         |             |                         |                         |                   |
| Operator Labor                | \$ 52,124               | \$ 61,676               | -15%        | \$ 232,971              | \$ 246,703              | 94%               |
| Operator-Overtime-PTS         | 2,811                   | 3,155                   | -11%        | 9,970                   | 12,618                  | 79%               |
| Other Salaries & Wages        | 23,314                  | 22,286                  | 5%          | 96,609                  | 89,142                  | 108%              |
| Fringe Benefits               | 56,441                  | 26,405                  | 114%        | 194,464                 | 105,620                 | 184%              |
| <b>TOTAL DEMAND RESPONSE</b>  | <b>\$ 134,690</b>       | <b>\$ 113,521</b>       | <b>19%</b>  | <b>\$ 534,014</b>       | <b>\$ 454,083</b>       | <b>118%</b>       |
| <b>MAINTENANCE</b>            |                         |                         |             |                         |                         |                   |
| Other Salaries & Wages        | \$ 145,142              | \$ 143,290              | 1%          | \$ 581,900              | \$ 573,159              | 102%              |
| Inspection&Maint,Srvc-Overtim | 9,805                   | 4,776                   | 105%        | 38,187                  | 19,104                  | 200%              |
| Fringe Benefits               | 109,437                 | 80,670                  | 36%         | 355,129                 | 322,681                 | 110%              |
| Fuel & Lubricants             | 121,731                 | 218,165                 | -44%        | 640,320                 | 872,660                 | 73%               |
| Tires & Tubes                 | 21,613                  | 14,472                  | 49%         | 72,942                  | 57,888                  | 126%              |
| Other Materials & Supplies    | 153,122                 | 81,182                  | 89%         | 441,666                 | 324,727                 | 136%              |
| <b>TOTAL MAINTENANCE</b>      | <b>\$ 560,850</b>       | <b>\$ 542,555</b>       | <b>3%</b>   | <b>\$ 2,130,144</b>     | <b>\$ 2,170,219</b>     | <b>98%</b>        |
| <b>ADMINISTRATION</b>         |                         |                         |             |                         |                         |                   |
| Other Salaries & Wages        | \$ 72,945               | \$ 47,280               | 54%         | \$ 264,762              | \$ 189,118              | 140%              |
| Fringe Benefits               | 50,312                  | 19,712                  | 155%        | 151,631                 | 78,849                  | 192%              |
| Services                      | 140,781                 | 98,412                  | 43%         | 503,434                 | 393,646                 | 128%              |
| Utilities                     | 28,754                  | 40,666                  | -29%        | 117,693                 | 162,665                 | 72%               |
| Casualty & Liability Expenses | 62,650                  | 79,040                  | -21%        | 226,271                 | 316,160                 | 72%               |
| Other Materials & Supplies    | 56,472                  | 20,244                  | 179%        | 82,905                  | 80,975                  | 102%              |
| Miscellaneous                 | 26,462                  | 21,125                  | 25%         | 77,064                  | 84,500                  | 91%               |
| <b>TOTAL ADMINISTRATION</b>   | <b>\$ 438,376</b>       | <b>\$ 326,478</b>       | <b>34%</b>  | <b>\$ 1,423,760</b>     | <b>\$ 1,305,913</b>     | <b>109%</b>       |
| <b>TOTAL EXPENSES</b>         | <b>\$ 1,936,718</b>     | <b>\$ 1,772,786</b>     | <b>9%</b>   | <b>\$ 7,403,100</b>     | <b>\$ 7,091,143</b>     | <b>104%</b>       |
| <b>NET INCOME/(LOSS)</b>      | <b>\$ (130,865)</b>     | <b>\$ (50,545)</b>      | <b>159%</b> | <b>\$ 43,702</b>        | <b>\$ -</b>             | <b>100%</b>       |



## Lynchburg Regional Airport

350 Terminal Drive, Lynchburg, Virginia 24502 • (434) 455-6090 • Fax (434) 239-9027



October 12, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

Re: June 30, 2015 – Annual (FY 2015) Financial Summary - Lynchburg Regional Airport

### REGIONAL AIRPORT FUND

The attached Lynchburg Regional Airport Operating Fund Financial Summary reflects the financial activity for this Fund for the fiscal year ending June 30, 2015. With a generally sluggish regional economy and airline capacity constraints, the airport managed only a meager 0.9% increase in core operating revenues. Operating departmental expenses increased by 9.7% while overall expenses increased by a more modest 1.9%. The subsidy from the General Fund to the airport for FY 2015 was \$96,600 which was \$55,843 less than the original adopted budget and \$122,209 less than the FY 2014 subsidy. No subsidy has been requested for FY 2016 and none is expected to be necessary for the foreseeable future.

### REVENUE HIGHLIGHTS

- Airfield Revenue: Landing fees revenue decreased 5.4% from FY 2014, reflecting a generally higher mix of turbo prop aircraft in FY 2015.
- Terminal Revenue: Revenue increased 0.4% with additional terminal advertising revenue providing most of the overall increase.
- General Aviation: Revenue increased 4.3% with newly-implemented aircraft parking fees outweighing decreases in fuel sales related revenue.
- State Airport Aid: Revenue decreased 19% due to having fewer state-assisted non-recurring airport maintenance and repair projects than the previous year.
- General Fund Subsidy: As previously mentioned, the FY 2015 operating subsidy decreased \$122,209 (-55.9%) from the previous fiscal year.

EXPENSE HIGHLIGHTS

- Terminal Operations: Expenses increased \$84,643 due largely to having had extended position vacancies in FY 2014 and higher equipment maintenance for equipment recently replaced but now coming off of warranty.
- Administration: Expenses increased \$75,505 for additional contractual services for air service development activities and assistance from aviation consultants.
- Debt Service: Decreased \$23,295 due to continued pay down of debt and no new additional debt.
- Non-Recurring Airport Expense: Decreased \$83,090 due to having fewer state-assisted non-recurring airport maintenance and repair projects than the previous fiscal year.

SUMMARY

Despite a generally sluggish regional economy, modest revenue increases exceeded budget expectations. This, combined with expenses held to within budget, resulted in a FY 2015 operating subsidy of \$96,600 which was a \$122,209 decrease from the FY 2014 subsidy. With steady air service levels and competitive airfares, combined with declining debt service, the City subsidy to the airport will be completely eliminated beginning with FY 2016.

Respectfully submitted,

  
Mark F. Courtney, A.A.E.  
Airport Director

cc: L. Kimball Payne III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director of Financial Services  
Wesley Campbell, Airport Finance Manager



**LYNCHBURG REGIONAL AIRPORT**  
**OPERATING FUND FINANCIAL SUMMARY**  
June 30, 2015

|                                                       | FY 2014<br>Amended<br>Budget | FY 2014<br>Actual<br>(thru 6/30/14) | FY 2014<br>% of<br>Budget | * | FY 2015<br>Amended<br>Budget | FY 2015<br>Actual<br>(thru 6/30/15) | FY 2015<br>% of<br>Budget | * | FY 2015<br>\$ Variance<br>Actual vs.<br>Amended<br>Budget |
|-------------------------------------------------------|------------------------------|-------------------------------------|---------------------------|---|------------------------------|-------------------------------------|---------------------------|---|-----------------------------------------------------------|
| <b>BEGINNING NET ASSETS</b>                           |                              | \$ 31,042,521                       |                           | * | \$ 779,773                   | \$ 33,493,201 (1)                   |                           | * |                                                           |
| Less: Invested in Capital Assets, net of related debt |                              | 30,210,365                          |                           | * |                              | 32,479,365                          |                           | * |                                                           |
| <b>BEGINNING UNRESTRICTED NET ASSETS</b>              | <b>\$ 583,331</b>            | <b>\$ 832,156</b>                   |                           | * | <b>\$ 779,773</b>            | <b>\$ 1,013,835</b>                 |                           | * | <b>\$ -</b>                                               |
| <b>BOND REFUNDING PROCEEDS</b>                        | \$ -                         | \$ -                                |                           | * | \$ 1,827                     | \$ -                                |                           | * |                                                           |
| <b>USE OF RESERVES - DEBT SERVICE</b>                 | \$ -                         | \$ -                                |                           | * | \$ 46,075                    | \$ -                                |                           | * |                                                           |
| <b>REVENUES</b>                                       |                              |                                     |                           | * |                              |                                     |                           | * |                                                           |
| Airfield                                              | 95,000                       | 102,049                             | 107%                      | * | 97,000                       | 96,539                              | 100%                      | * | (461)                                                     |
| Terminal                                              | 1,307,327                    | 1,456,712                           | 111%                      | * | 1,372,327                    | 1,462,292                           | 107%                      | * | 89,965                                                    |
| General Aviation                                      | 383,000                      | 434,608                             | 113%                      | * | 399,000                      | 453,241                             | 114%                      | * | 54,241                                                    |
| Other Leased Property                                 | 214,400                      | 219,755                             | 102%                      | * | 204,400                      | 221,143                             | 108%                      | * | 16,743                                                    |
| State Airport Aid                                     | 290,000                      | 358,815                             | 124%                      | * | 375,000                      | 290,478                             | 77%                       | * | (84,522)                                                  |
| Federal Security Aid                                  | 110,000                      | 107,820                             | 98%                       | * | 107,500                      | 106,215                             | 99%                       | * | (1,285)                                                   |
| General Fund Subsidy                                  | 218,809                      | 218,809                             | 100%                      | * | 100,000                      | 96,600                              | 97%                       | * | (3,400)                                                   |
| Interest & Other                                      | 19,000                       | 36,066                              | 190%                      | * | 19,500                       | 35,814                              | 184%                      | * | 16,314                                                    |
|                                                       | <b>\$ 2,637,536</b>          | <b>\$ 2,934,634</b>                 |                           | * | <b>\$ 2,674,727</b>          | <b>\$ 2,762,321</b>                 |                           | * | <b>\$ 87,594</b>                                          |
| <b>EXPENSES</b>                                       |                              |                                     |                           | * |                              |                                     |                           | * |                                                           |
| Airfield Operations                                   | 301,041                      | 315,747                             | 105%                      | * | 309,743                      | 313,433                             | 101%                      | * | (3,690)                                                   |
| Terminal Operations                                   | 553,864                      | 499,931                             | 90%                       | * | 565,574                      | 584,574                             | 103%                      | * | (18,999)                                                  |
| General Aviation                                      | 125,008                      | 118,833                             | 95%                       | * | 119,267                      | 138,748                             | 116%                      | * | (19,481)                                                  |
| Administration                                        | 660,966                      | 612,286                             | 93%                       | * | 684,487                      | 687,791                             | 100%                      | * | (3,304)                                                   |
| Safety (ARFF & LEO)                                   | 407,345                      | 421,309                             | 103%                      | * | 414,659                      | 427,507                             | 103%                      | * | (12,848)                                                  |
| Snow Removal                                          | 20,468                       | 34,610                              | 169%                      | * | 40,489                       | 32,433                              | 80%                       | * | 8,056                                                     |
| Debt Service                                          | 205,865                      | 204,166                             | 99%                       | * | 181,256                      | 180,871                             | 100%                      | * | 386                                                       |
| Non-Recurring Airport Expenses                        | 512,721                      | 480,911                             | 94%                       | * | 477,367                      | 397,821                             | 83%                       | * | 79,546                                                    |
| Transfers to Other Airport Funds                      | 20,000                       | 19,140                              | 96%                       | * | 14,024                       | 14,024                              | 100%                      | * | 0                                                         |
| Other Airport Expenses                                | 57,819                       | 46,023                              | 80%                       | * | 64,064                       | 27,457                              | 43%                       | * | 36,607                                                    |
|                                                       | <b>\$ 2,865,096</b>          | <b>\$ 2,752,956</b>                 |                           | * | <b>\$ 2,870,931</b>          | <b>\$ 2,804,657</b>                 |                           | * | <b>\$ 66,273</b>                                          |
| <b>ENDING UNRESTRICTED NET ASSETS</b>                 | <b>\$ 355,771</b>            | <b>\$ 1,013,835</b>                 |                           | * | <b>\$ 631,471</b>            | <b>\$ 971,499 (2)</b>               |                           | * |                                                           |

**FOOTNOTES:**

1) Beginning Net Assets agrees with the Comprehensive Annual Financial Report (CAFR) with the following adjustment:

|                                         |                |
|-----------------------------------------|----------------|
| Total Net Assets per CAFR 6/30/14       | \$ 36,954,889  |
| Less: Net Assets in Capital & PFC Funds | \$ (3,461,688) |
| Total Beginning Net Assets              | \$ 33,493,201  |

2) FY 2015 Ending Unrestricted Net Assets is comprised of the following:

|                                             |                   |                                                             |
|---------------------------------------------|-------------------|-------------------------------------------------------------|
| Des. for Debt Service (Rental Car Facility) | \$ 112,395        | (\$158,294 + \$176 interest - \$46,075 reserve = \$112,395) |
| Des. for Maintenance (Rental Car Facility)  | \$ 75,047         | (\$75,767 + or - year-end adjustment)                       |
| Reserve for Encumbrances                    | \$ 131,471        | (encumbrances carried forward to FY16)                      |
| Undesignated Retained Earnings              | \$ 652,586        |                                                             |
|                                             | <b>\$ 971,499</b> |                                                             |

# LYNCHBURG REGIONAL AIRPORT OPERATING FUND - NET ASSETS SUMMARY

|                                                                          | FY14<br>Actual     | FY15<br>Budget     | FY15<br>Actual     | FY15 Actual<br>vs FY14 Actual<br>% Change |
|--------------------------------------------------------------------------|--------------------|--------------------|--------------------|-------------------------------------------|
| <b>BEGINNING NET ASSETS</b>                                              |                    |                    |                    |                                           |
| Retained Earnings                                                        | \$500,752          | \$624,002          | \$624,002          | 24.6%                                     |
| Rental Car Facility - Debt Service Reserve                               | \$204,887          |                    | \$158,294          | -22.7%                                    |
| Rental Car Facility - Maintenance Reserve                                | \$43,938           |                    | \$75,767           | 72.4%                                     |
| Encumbrances from previous year-end                                      | \$82,579           | \$155,771          | \$155,771          | 88.6%                                     |
| <b>(1) TOTAL BEGINNING NET ASSETS</b>                                    | <b>\$832,156</b>   | <b>\$779,773</b>   | <b>\$1,013,835</b> | <b>21.8%</b>                              |
| <b>(2) BOND REFUNDING PROCEEDS</b>                                       |                    | \$1,827            |                    |                                           |
| <b>(3) USE OF RESERVES - DEBT SERVICE</b>                                |                    | \$46,075           |                    |                                           |
| <b>REVENUES</b>                                                          |                    |                    |                    |                                           |
| Revenue Centers                                                          | \$2,213,124        | \$2,072,727        | \$2,233,215        | 0.9%                                      |
| Miscellaneous                                                            | 502,701            | 502,000            | 432,507            | -14.0%                                    |
| General Fund Subsidy                                                     | 218,809            | 100,000            | 96,600             | -55.9%                                    |
| <b>(4) TOTAL REVENUES</b>                                                | <b>\$2,934,634</b> | <b>\$2,674,727</b> | <b>\$2,762,321</b> | <b>-5.9%</b>                              |
| <b>EXPENDITURES</b>                                                      |                    |                    |                    |                                           |
| Operations - Departmental                                                | \$1,870,890        | \$2,005,039        | \$2,051,803        | 9.7%                                      |
| Operations - Non-Departmental                                            | 677,900            | 684,635            | 571,984            | -15.6%                                    |
| Debt Service                                                             | 204,166            | 181,256            | 180,871            | -11.4%                                    |
| <b>(5) TOTAL EXPENDITURES</b>                                            | <b>\$2,752,955</b> | <b>\$2,870,931</b> | <b>\$2,804,657</b> | <b>1.9%</b>                               |
| <b>ENDING NET ASSETS</b>                                                 |                    |                    |                    |                                           |
| Retained Earnings                                                        | \$624,003          | \$500,000          | \$652,586          | 4.6%                                      |
| Rental Car Facility - Debt Service Reserve                               | \$158,294          |                    | \$112,395          | -29.0%                                    |
| Rental Car Facility - Maintenance Reserve                                | \$75,767           |                    | \$75,047           | -1.0%                                     |
| Encumbrances open at year-end                                            | \$155,771          | \$131,471          | \$131,471          | -15.6%                                    |
| <b>(6) TOTAL ENDING NET ASSETS</b>                                       | <b>\$1,013,835</b> | <b>\$631,471</b>   | <b>\$971,499</b>   | <b>-4.2%</b>                              |
| <b>PROOF: (1) + (2) + (3) + (4) - (5) = (6)</b>                          | <b>\$1,013,835</b> | <b>\$631,471</b>   | <b>\$971,499</b>   | <b>-4.2%</b>                              |
| <b>Key Ratios: General Fund Subsidy as a %<br/>of Total Expenditures</b> | <b>7.95%</b>       | <b>3.48%</b>       | <b>3.44%</b>       |                                           |

## LYNCHBURG REGIONAL AIRPORT FUND - REVENUES

|                                        | FY14<br>Actual   | FY15<br>Budget   | FY15<br>Actual   | FY15 Actual<br>vs FY14 Actual<br>% Change |
|----------------------------------------|------------------|------------------|------------------|-------------------------------------------|
| <b>REVENUE CENTERS</b>                 |                  |                  |                  |                                           |
| <b>AIRFIELD REVENUE</b>                |                  |                  |                  |                                           |
| Airline Landing Fees                   | 102,049          | 97,000           | 96,539           | -5.4%                                     |
| Total Airfield Revenue                 | 102,049          | 97,000           | 96,539           | -5.4%                                     |
| <b>TERMINAL REVENUE</b>                |                  |                  |                  |                                           |
| Airline Exclusive Space                | 56,025           | 56,025           | 56,025           | 0.0%                                      |
| Airline Common Area                    | 108,858          | 108,858          | 108,858          | 0.0%                                      |
| TSA Office Rent                        | 59,444           | 59,444           | 59,444           | 0.0%                                      |
| Rental Car Parking Space               | 28,908           | 24,500           | 30,400           | 5.2%                                      |
| Rental Car Counter Rent                | 32,669           | 28,500           | 31,537           | -3.5%                                     |
| Rental Car Facility Charge             | 179,654          | 150,000          | 176,562          | -1.7%                                     |
| Food/Vending Concession                | 6,615            | 5,000            | 4,875            | -26.3%                                    |
| Terminal Advertising                   | 38,550           | 40,000           | 47,688           | 23.7%                                     |
| Rental Car Concession                  | 411,827          | 390,000          | 412,174          | 0.1%                                      |
| Parking Lot Concession                 | 534,162          | 510,000          | 534,730          | 0.1%                                      |
| Other                                  | 0                | 0                | 0                | 0.0%                                      |
| Total Terminal Revenue                 | 1,456,712        | 1,372,327        | 1,462,293        | 0.4%                                      |
| <b>GENERAL AVIATION REVENUE</b>        |                  |                  |                  |                                           |
| Fuel Flowage                           | 55,730           | 42,000           | 47,439           | -14.9%                                    |
| Facilities - Virginia Aviation         | 132,528          | 130,000          | 135,576          | 2.3%                                      |
| Facilities - Freedom Aviation          | 122,696          | 123,000          | 123,705          | 0.8%                                      |
| Aircraft Landing & Parking Fees        | 16,898           | 5,000            | 50,529           | 199.0%                                    |
| Thru-put Fees                          | 106,757          | 99,000           | 95,992           | -10.1%                                    |
| Total General Aviation Revenue         | 434,608          | 399,000          | 453,241          | 4.3%                                      |
| <b>OTHER AIRPORT REVENUE</b>           |                  |                  |                  |                                           |
| State Police Hangar Lease              | 84,316           | 84,000           | 84,847           | 0.6%                                      |
| FAA Tower Lease                        | 46,339           | 34,200           | 38,695           | -16.5%                                    |
| Centra, Verizon, LU Misc Leases        | 6,000            | 6,000            | 16,200           | 170.0%                                    |
| Fire Training Center Rent              | 20,000           | 20,000           | 20,000           | 0.0%                                      |
| Police Firing Range Rent               | 5,000            | 5,000            | 5,000            | 0.0%                                      |
| T-Hangar Rent                          | 58,100           | 55,200           | 56,400           | -2.9%                                     |
| Total Other Airport Revenue            | 219,755          | 204,400          | 221,142          | 0.6%                                      |
| <b>TOTAL REVENUE CENTERS</b>           | <b>2,213,124</b> | <b>2,072,727</b> | <b>2,233,215</b> | <b>0.9%</b>                               |
| <b>MISCELLANEOUS</b>                   |                  |                  |                  |                                           |
| Investment Interest                    | 965              | 1,500            | 1,188            | 23.1%                                     |
| Charges for Services                   | 20,222           | 12,500           | 20,717           | 2.4%                                      |
| State Airport Aid                      | 358,815          | 375,000          | 290,478          | -19.0%                                    |
| Federal Security Aid                   | 107,820          | 107,500          | 106,215          | -1.5%                                     |
| Other                                  | 14,879           | 5,500            | 13,909           | -6.5%                                     |
| <b>TOTAL MISCELLANEOUS</b>             | <b>502,701</b>   | <b>502,000</b>   | <b>432,507</b>   | <b>-14.0%</b>                             |
| <b>TOTAL AIRPORT-GENERATED REVENUE</b> | <b>2,715,825</b> | <b>2,574,727</b> | <b>2,665,722</b> | <b>-1.8%</b>                              |
| <b>GENERAL FUND SUBSIDY</b>            |                  |                  |                  |                                           |
| Transfer from General Fund             | 218,809          | 100,000          | 96,600           | -55.9%                                    |
| <b>TOTAL GENERAL FUND SUBSIDY</b>      | <b>218,809</b>   | <b>100,000</b>   | <b>96,600</b>    | <b>-55.9%</b>                             |
| <b>TOTAL ALL REVENUES</b>              | <b>2,934,634</b> | <b>2,674,727</b> | <b>2,762,321</b> | <b>-5.9%</b>                              |



# LYNCHBURG REGIONAL AIRPORT FUND - EXPENSES

| <b>BUDGET SUMMARY</b>                     | <b>FY14<br/>Actual</b> | <b>FY15<br/>Budget</b> | <b>FY15<br/>Actual</b> | <b>FY15 Actual<br/>vs FY14 Actual<br/>% Change</b> |
|-------------------------------------------|------------------------|------------------------|------------------------|----------------------------------------------------|
| Personnel (FTE)                           | 17.70                  | 17.70                  | 17.70                  | 0.0%                                               |
| <b>DEPARTMENTAL</b>                       |                        |                        |                        |                                                    |
| Salaries & Wages                          | \$582,084              | \$624,561              | \$638,892              | 9.8%                                               |
| Employee Benefits                         | 221,327                | 248,943                | 250,717                | 13.3%                                              |
| Contractual Services                      |                        |                        |                        |                                                    |
| Maintenance & Repair                      | 149,369                | 154,239                | 175,496                | 17.5%                                              |
| Professional Services                     | 2,916                  | 15,500                 | 11,862                 | 306.7%                                             |
| Temporary Personnel                       | 0                      | 0                      | 0                      | 0.0%                                               |
| Advertising & Public Relations            | 51,460                 | 50,250                 | 51,974                 | 1.0%                                               |
| Airport Rescue & Fire Fighting            | 253,822                | 261,000                | 262,322                | 3.3%                                               |
| Misc Contractual Services                 | 29,987                 | 64,177                 | 64,032                 | 113.5%                                             |
| Fleet Service Charges                     | 35,545                 | 45,689                 | 33,494                 | -5.8%                                              |
| Other Charges                             |                        |                        |                        |                                                    |
| Supplies & Materials                      | 133,672                | 129,409                | 139,774                | 4.6%                                               |
| Utilities                                 | 234,421                | 223,500                | 233,920                | -0.2%                                              |
| Travel & Training                         | 4,666                  | 6,350                  | 11,396                 | 144.2%                                             |
| Telecommunications                        | 6,781                  | 6,600                  | 6,970                  | 2.8%                                               |
| Postage & Mailing                         | 745                    | 900                    | 881                    | 18.2%                                              |
| Dues & Memberships                        | 6,555                  | 5,900                  | 5,910                  | -9.8%                                              |
| Miscellaneous                             | 772                    | 3,718                  | 2,053                  | 165.9%                                             |
| Equipment Rental                          | 4,609                  | 6,000                  | 5,137                  | 11.4%                                              |
| Payments to Other Funds                   |                        |                        |                        |                                                    |
| Indirect Cost Allocation                  | 113,489                | 118,303                | 118,303                | 4.2%                                               |
| Self-Insurance                            | 38,670                 | 40,000                 | 38,670                 | 0.0%                                               |
| <b>DEPARTMENTAL TOTAL</b>                 | <b>\$1,870,890</b>     | <b>\$2,005,039</b>     | <b>\$2,051,803</b>     | <b>9.7%</b>                                        |
| <b>NON-DEPARTMENTAL</b>                   |                        |                        |                        |                                                    |
| Security Personnel (Federal Program)      | \$131,827              | \$129,180              | \$132,682              | 0.6%                                               |
| Nonrecurring Maintenance & Small Projects | 480,911                | 477,367                | 397,821                | -17.3%                                             |
| Independent Financial Audit               | 10,601                 | 10,548                 | 10,548                 | -0.5%                                              |
| Uncollectible Accounts                    | 0                      | 2,500                  | 0                      | 0.0%                                               |
| Other Non-Departmental                    | 35,422                 | 51,016                 | 16,909                 | -52.3%                                             |
| Transfer to Capital Projects              | 19,140                 | 14,024                 | 14,024                 | -26.7%                                             |
| <b>NON-DEPARTMENTAL TOTAL</b>             | <b>\$677,900</b>       | <b>\$684,635</b>       | <b>\$571,984</b>       | <b>-15.6%</b>                                      |
| <b>OTHER</b>                              |                        |                        |                        |                                                    |
| Debt Service                              | 204,166                | \$181,256              | 180,871                | -11.4%                                             |
| <b>OTHER TOTAL</b>                        | <b>\$204,166</b>       | <b>\$181,256</b>       | <b>\$180,871</b>       | <b>-11.4%</b>                                      |
| <b>GRAND TOTAL</b>                        | <b>\$2,752,956</b>     | <b>\$2,870,931</b>     | <b>\$2,804,657</b>     | <b>1.9%</b>                                        |



**LYNCHBURG REGIONAL AIRPORT DEBT SERVICE PAYMENT SCHEDULE**  
(as of the end of fiscal year FY 2015)

|         | Rental Car Facility Debt |          |         | State Police Hangar Debt |          |       | T-Hangar Debt |          |         | All Other Debt |          |        | Remaining Debt Service |         |
|---------|--------------------------|----------|---------|--------------------------|----------|-------|---------------|----------|---------|----------------|----------|--------|------------------------|---------|
|         | Principal                | Interest | Total   | Principal                | Interest | Total | Principal     | Interest | Total   | Principal      | Interest | Total  | Principal              | Total   |
| FY 2016 | 39,188                   | 3,283    | 42,471  | (2)                      |          |       | 30,397        | 19,624   | 50,021  | (3)            | 40,067   | 4,923  | 109,653                | 27,830  |
| FY 2017 | 37,077                   | 2,799    | 39,876  | (2)                      |          |       | 28,783        | 18,104   | 46,887  | (3)            | 35,027   | 4,060  | 100,886                | 24,963  |
| FY 2018 | 30,248                   | 2,350    | 32,597  | (2)                      |          |       | 30,263        | 16,665   | 46,927  | (3)            | 34,427   | 3,193  | 94,937                 | 22,207  |
| FY 2019 |                          |          |         |                          |          |       | 31,742        | 15,151   | 46,893  | (3)            | 33,827   | 2,287  | 65,569                 | 17,438  |
| FY 2020 |                          |          |         |                          |          |       | 33,222        | 13,564   | 46,786  | (3)            |          |        | 33,222                 | 13,564  |
| FY 2021 |                          |          |         |                          |          |       | 35,105        | 11,903   | 47,008  | (3)            |          |        | 35,105                 | 11,903  |
| FY 2022 |                          |          |         |                          |          |       | 36,719        | 10,148   | 46,867  | (3)            |          |        | 36,719                 | 10,148  |
| FY 2023 |                          |          |         |                          |          |       | 38,602        | 8,312    | 46,914  | (3)            |          |        | 38,602                 | 8,312   |
| FY 2024 |                          |          |         |                          |          |       | 40,485        | 6,382    | 46,867  | (3)            |          |        | 40,485                 | 6,382   |
| FY 2025 |                          |          |         |                          |          |       | 42,502        | 4,358    | 46,860  | (3)            |          |        | 42,502                 | 4,358   |
| FY 2026 |                          |          |         |                          |          |       | 44,654        | 2,233    | 46,887  | (3)            |          |        | 44,654                 | 2,233   |
|         | 106,513                  | 8,431    | 114,944 |                          | 0        | 0     | 392,471       | 126,443  | 518,914 |                | 143,347  | 14,464 | 642,331                | 149,338 |
|         |                          |          |         |                          |          |       |               |          |         |                |          |        |                        | 791,670 |

1) All Other Debt consists primarily of projects originally funded by the 1993 & 1995 bond issues (see attached). In 1998, all of the 1993 balance and a portion of the 1995 balance were refunded (refinanced).

The 1998 debt refinancing was structured with very little to be paid on the principal balance thru 2006. In 2008 & 2009 the 1998 remaining debt was refunded (refinanced).

Most of the All Other Debt would pertain to the Fuel Farm Relocation (\$375,000 originally). GA Terminal (\$181,337 originally) and other various smaller projects.

After the 2015 refunding (refinancing), the (all Other Debt) now relates exclusively to the August 2009 Refunding Bonds

2) Beginning in FY 2014, debt service on the Rental Car Facility will be paid from the accumulated balance in the Rental Car Facility debt service reserve account.

Used the numbers from Page 36 of the June 30, 2013 City Debt Book. These are slightly different from the original schedule for RCF debt service because of multiple refinancings of the original debt used to finance the project.

After the March 2015 Refunding (refinancing), the remaining rental car facility debt now relates to the March 2015 Refunding R-1 & R-2 balances

3) The T-Hangars were originally part of the May 9, 2006 Issue. All of the remaining debt except the 2016 Principal amount of \$30,397 was refunded (refinance) by the July 10, 2014 issue.

LYNCHBURG REGIONAL AIRPORT  
**MEMORANDUM**

To: Mark Courtney, Airport Director

From: Wes Campbell, Airport Finance Manager

Date: September 25, 2015

Re: Airport Subsidy History / Projections

The Lynchburg Regional Airport Operating Fund was created as a City of Lynchburg enterprise fund in FY 1997. Prior to FY 1997 the airport was accounted for as an operating department within the City General Fund. The following is a history of the annual operating subsidy provided by the City to the airport since FY 2002:

|         |                               |
|---------|-------------------------------|
| FY 2002 | \$614,530 (30.8% of expenses) |
| FY 2003 | \$577,933 (25.9% of expenses) |
| FY 2004 | \$490,831 (23.2% of expenses) |
| FY 2005 | \$419,980 (18.7% of expenses) |
| FY 2006 | \$398,485 (16.7% of expenses) |
| FY 2007 | \$367,337 (15.0% of expenses) |
| FY 2008 | \$359,364 (14.7% of expenses) |
| FY 2009 | \$295,850 (12.4% of expenses) |
| FY 2010 | \$261,260 (10.2% of expenses) |
| FY 2011 | \$259,950 ( 9.9% of expenses) |

Delta Airlines ceased Lynchburg operations in Jan 2011

|         |                               |
|---------|-------------------------------|
| FY 2012 | \$421,362 (15.7% of expenses) |
| FY 2013 | \$336,330 (11.8% of expenses) |
| FY 2014 | \$218,809 ( 7.9% of expenses) |
| FY 2015 | \$ 96,600 ( 3.4% of expenses) |
| FY 2016 | \$ no subsidy !!              |

October 27, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

RE: June 30, 2015 Quarterly Financial Report - Lynchburg Regional Juvenile Detention Center

Lynchburg Regional Juvenile Detention Center

The attached Lynchburg Regional Juvenile Detention Center (Detention Center) financial report summarizes the financial activities through June 30, 2015 for FY 2015. The financial spreadsheet provides comparative year to date data for the same period of FY 2014.

**REVENUES**

**Charges for Services**

Revenue in this category for the fourth quarter of FY 2015 is \$1,640,984 or 96.6% of the budget, which is consistent with previous years.

**Department of Juvenile Justice Block Grant**

This revenue category represents allocations from the Virginia Department of Juvenile Justice (DJJ) for operational expenses of the Detention Center. Revenues received from the DJJ through the fourth quarter of FY 2015 are \$1,063,887 or 97.1% of the budget.

**United States Department of Agriculture (USDA)**

This revenue category consists of reimbursements for meals served to juveniles at the Detention Center. Year-to-date revenues from USDA for FY 2015 are \$31,105 or 69.1% of the budget.

**EXPENDITURES**

Overall expenditures for the fourth quarter of FY 2015 were \$3,206,015 and within budget. Allocated costs for the contracting localities through the fourth quarter of FY 2015 were approximately 56%; Lynchburg's allocated share is approximately 44%.

## **Juvenile Population**

The average number of juveniles being served per day through the fourth quarter of FY 2015 is 19.54 as compared to 18.24 in FY 2014. The percentage of Lynchburg City's juveniles through the fourth quarter is 52% of the total juvenile population.

## **SUMMARY**

The fourth quarter report reflects a deviation from the continuing downward trend in the juvenile population at the Lynchburg Regional Detention Home and other facilities in the State of Virginia. The Lynchburg Regional Detention Home is an outstanding facility recognized by the juvenile judicial system for providing educational services, mental health services, physical health services, and partnerships with local area businesses.

Respectfully submitted,

Tamara Rosser  
Director, Department of Juvenile Services

c: L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director, Financial Services  
Robin Mamola, Accounting Supervisor, Human Services  
Kathy Collins, Accountant, Juvenile Services

**Lynchburg Regional Juvenile Detention Center**  
**Special Revenue Fund**  
**Financial Summary**  
**Second Quarter: As of June 30, 2015**

|                                                               | <b>FY 2014<br/>Amended<br/>Budget</b> | <b>FY 2014<br/>Actual<br/>4 QTR YTD</b> | <b>FY 2014<br/>% of<br/>Budget</b> | <b>FY 2015<br/>Amended<br/>Budget</b> | <b>FY 2015<br/>Actual<br/>4 QTR YTD</b> | <b>FY 2015<br/>% of<br/>Budget</b> | <b>FY 2015<br/>Actual to<br/>Amended</b> |
|---------------------------------------------------------------|---------------------------------------|-----------------------------------------|------------------------------------|---------------------------------------|-----------------------------------------|------------------------------------|------------------------------------------|
| <b>Beginning Funds at July 1</b>                              |                                       |                                         |                                    |                                       |                                         |                                    |                                          |
| <b>Revenues:</b>                                              |                                       |                                         |                                    |                                       |                                         |                                    |                                          |
| Charges for Services                                          | 1,676,322                             | 1,620,736                               | 96.7%                              | 1,698,058                             | 1,640,984                               | 96.6%                              | 57,074                                   |
| Intergovernmental- Department of Juvenile Justice Block Grant | 1,095,120                             | 1,074,463                               | 98.1%                              | 1,095,120                             | 1,063,887                               | 97.1%                              | 31,233                                   |
| Intergovernmental- USDA                                       | 45,000                                | 37,504                                  | 83.3%                              | 45,000                                | 31,105                                  | 69.1%                              | 13,895                                   |
| Miscellaneous/Debt Refunding                                  | 6,705                                 | 32                                      | 0.0%                               | 469,952                               | 470,039                                 | 0.0%                               | (87)                                     |
| Budget Designations                                           | 94,137                                | 0                                       | 0.0%                               | 113,425                               | 0                                       | 0.0%                               | 113,425                                  |
| <b>Total Revenues</b>                                         | <b>2,917,284</b>                      | <b>2,732,735</b>                        | <b>93.7%</b>                       | <b>3,421,555</b>                      | <b>3,206,015</b>                        | <b>93.7%</b>                       | <b>215,540</b>                           |
| <b>Expenditures:</b>                                          |                                       |                                         |                                    |                                       |                                         |                                    |                                          |
| Salaries                                                      | 1,412,955                             | 1,440,301                               | 101.9%                             | 1,449,991                             | 1,405,856                               | 97.0%                              | 44,135                                   |
| Employee Benefits                                             | 582,715                               | 543,092                                 | 93.2%                              | 595,783                               | 565,218                                 | 94.9%                              | 30,565                                   |
| Contractual Services                                          | 42,267                                | 41,979                                  | 99.3%                              | 50,585                                | 46,537                                  | 92.0%                              | 4,048                                    |
| Internal Services                                             | 11,900                                | 11,153                                  | 93.7%                              | 12,043                                | 11,438                                  | 95.0%                              | 605                                      |
| Supplies and Materials                                        | 130,170                               | 90,371                                  | 69.4%                              | 130,170                               | 104,145                                 | 80.0%                              | 26,025                                   |
| Utilities                                                     | 85,800                                | 78,907                                  | 92.0%                              | 85,800                                | 83,235                                  | 97.0%                              | 2,565                                    |
| Training and Conferences                                      | 3,050                                 | 2,552                                   | 83.7%                              | 3,050                                 | 6,308                                   | 206.8%                             | (3,258)                                  |
| Telecommunications                                            | 4,500                                 | 3,201                                   | 71.1%                              | 4,500                                 | 2,837                                   | 63.0%                              | 1,663                                    |
| Postage and Mailing                                           | 850                                   | 638                                     | 75.1%                              | 850                                   | 437                                     | 51.4%                              | 413                                      |
| Indirect Costs                                                | 237,218                               | 237,218                                 | 100.0%                             | 250,435                               | 250,435                                 | 100.0%                             | -                                        |
| Self Insurance                                                | 15,752                                | 15,752                                  | 100.0%                             | 15,752                                | 15,752                                  | 100.0%                             | -                                        |
| Dues and Memberships                                          | 500                                   | 407                                     | 81.4%                              | 500                                   | 545                                     | 109.0%                             | (45)                                     |
| Rentals and Leases                                            | 324                                   | 2,205                                   | 680.6%                             | 4,373                                 | 1,997                                   | 45.7%                              | 2,376                                    |
| Site Improvements                                             | 0                                     | 0                                       | 0.0%                               | 0                                     | 0                                       | 0.0%                               | -                                        |
| Computer Equipment/Software                                   | 0                                     | 0                                       | 0.0%                               | 0                                     | 1,705                                   | 0.0%                               | (1,705)                                  |
| Health and Dental Benefits for Retirees                       | 28,144                                | 26,025                                  | 92.5%                              | 28,215                                | 29,999                                  | 106.3%                             | (1,784)                                  |
| Professional Services                                         | 3,975                                 | 3,975                                   | 100.0%                             | 6,796                                 | 3,956                                   | 58.2%                              | 2,840                                    |
| SpecialUseEquipment                                           | 2,000                                 | 20,468                                  | 0.0%                               | 2,000                                 | 0                                       | 0.0%                               | 2,000                                    |
| Bond Rfnd Princ/Loss or Gain                                  | 0                                     | 0                                       | 0.0%                               | 467,659                               | 467,659                                 | 0.0%                               | -                                        |
| Debt Service                                                  | 183,681                               | 183,681                                 | 100.0%                             | 178,407                               | 176,851                                 | 99.1%                              | 1,556                                    |
| USDA Grant                                                    | 45,000                                | 30,799                                  | 68.4%                              | 45,000                                | 31,105                                  | 69.1%                              | 13,895                                   |
| Capital Outlay                                                | 0                                     | 0                                       | 0.0%                               | 2,000                                 | 0                                       | 0.0%                               | 2,000                                    |
| Budget Designations                                           | 116,483                               | 0                                       | 0.0%                               | 79,569                                | 0                                       | 0.0%                               | 79,569                                   |
| Contingency                                                   | 10,000                                | 0                                       | 0.0%                               | 10,000                                | 0                                       | 0.0%                               | 10,000                                   |
| <b>Total Expenditures</b>                                     | <b>2,917,284</b>                      | <b>2,732,724</b>                        | <b>93.7%</b>                       | <b>3,423,478</b>                      | <b>3,206,015</b>                        | <b>93.6%</b>                       | <b>217,463</b>                           |
|                                                               |                                       |                                         |                                    |                                       |                                         |                                    |                                          |
| <b>TOTAL FUND BALANCE</b>                                     | <b>0</b>                              | <b>0</b>                                |                                    | <b>(1,923)</b>                        | <b>0</b>                                |                                    |                                          |
|                                                               |                                       |                                         |                                    |                                       |                                         |                                    |                                          |
| <b>TOTAL ASSIGNED FUND BALANCE Maint./Equipment</b>           | <b>100,000</b>                        | <b>100,011</b>                          |                                    | <b>100,000</b>                        | <b>100,011</b>                          |                                    |                                          |
|                                                               |                                       |                                         |                                    |                                       |                                         |                                    |                                          |



October 27, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

Re: Comprehensive Services Act (CSA) Fund Financial Report for the period ending June 30, 2015.

The attached CSA Fund Financial Summary summarizes the financial activity for this Fund through June 30, 2015. Under the State guidelines, CSA prior year obligations are paid through September 30th of each year. However, the annual budget is prepared on a fiscal year (July-June). Because of the State guidelines, expenditures for this fund are unique due to the overlap of grants each fiscal year. Accordingly, this report reflects only the current grant year financial activity for FY 2015.

## REVENUES

- Public Assistance – Welfare and Administration

The Public Assistance revenue source is the reimbursement received from the State for local expenses incurred under CSA for providing services to troubled youth and their families. The current rate of reimbursement for community-based services is 86.32%, residential services is 65.8%, and for all other services, 72.64%. State funds to assist in administering the grant, (\$29,730 for FY 2015) are provided by the State each year, and have been received in full. A local match is required for all state funds received. Reimbursements received for expenditures incurred through the fourth quarter of FY 2015 are \$3,540,327. An additional \$302,780 in revenues for this quarter have been requested but not yet received.

- CSA Contribution – General Fund and Schools

These revenue sources are comprised of the required local match for all State funds received for the Comprehensive Services Act. For the fourth quarter of FY 2015, local matching funds for programs in the amount of \$1,586,103 for the General Fund and \$196,541 for the Schools have been expended.

- Miscellaneous Revenue

Miscellaneous revenues in the amount of \$43,243 or 39.3% of the budget were collected through the fourth quarter of 2015. These revenues are mainly comprised of recoupments from children's social security payments for expenditures incurred on their behalf, and registered billings for CSA parental co-payments. Recoupments are below budget estimates due to the utilization of IV-E funding whenever possible.

## EXPENSES

- Administrative expenses

CSA Administrative funds are used for salaries, supplies, and materials. Budgeted funds for FY 2015 are \$64,312. Actual YTD administrative expenditures for FY 2015 were \$60,325 or 93.8% of the budget.

- Mandated – Foster Care

Foster care expenses include funds for residential facilities, day care, maintenance payments to foster parents, enhanced maintenance payments to foster parents and foster care prevention. The Virginia Enhanced Maintenance Assessment Tool (VEMAT) was introduced as the required, state-wide tool to be used when assessing a child's need for additional supervision and support and, thus, an enhanced maintenance payment for the foster or adoptive parent. In February 2013, all VEMAT rates were automatically reduced statewide. Year-to-date foster care expenditures for the fourth quarter of FY 2015 totaled \$2,913,986 or 97.9% of the budget. Expenditures are slightly below budget due to decreased VEMAT payments and transferring some of this population to 100% reimbursable IV-E funding.

- Mandated – Special Education

Special Education expenses include services for Special Education students from the Lynchburg City Schools. Expenditures for FY 2015 YTD total \$1,995,618 or 104.5% of the budget. Increased expenditures for this budget line are due to increased enrollments at private day placements such as Rivermont School and New Vistas School, as well as students attending for longer periods of time.

- Non-Mandated Services

Non-mandated expenditures are for services such as counseling, mentoring, crisis intervention, and foster care prevention services. Non-mandated expenditures for FY 2015 were \$313,349 or 83.4% of the budget. Non-mandated services are provided almost exclusively to youth involved in the Court system. Expenditures in this category are below budget due to an increase in the mandated population.

- Community Based Services

This category includes services to children while they are living at home, in the home of an extended family, in a regular foster family home, or in an independent living arrangement. Community services may include assessment, crisis stabilization, therapy, or intervention services provided in the child's home. Community Based Services for the fourth quarter of FY 2015 were \$415,447 or 111.5% of the budget. Expenditures are above budget estimates due to increased utilization of these services. While there has been an increase in the use of community based services, the local match rate is far less than out of community residential services.

SUMMARY

The Comprehensive Services Act Fund creates a collaborative system of services and funding that is child-centered, family-focused, and community-based when addressing the strengths and needs of at-risk youths and their families in the City of Lynchburg

While the number of children currently in foster care fluctuates during the year, the number of children receiving CSA services has increased for FY 2015; more children are now classified as mandated due to the severity of their issues and needs. Other factors continue to impact this budget. These factors include an increased number of children receiving more intensive services for longer periods of time, increased vendor rates as well as an increase in the number of services provided by the vendors, parental agreements, and an increase in special educational services.

The Community Policy and Management Team, in collaboration with the professional community, continues to work hard and is diligent and deliberate in efforts to reduce costs associated with CSA. We continue to work with the professional community to provide the most cost effective service to children and their families.

Respectfully submitted,



Tamara T. Rosser  
Director of Human Services

c: L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director of Financial Services  
Rhonda Allbeck, Assistant Director of Financial Services  
Robin Mamola, Financial Professional IV

**Comprehensive Services Act  
Special Revenue Fund  
Financial Summary  
June 30, 2015**

|                                                | <b>FY 2014</b>            | <b>FY 2014</b>                | <b>FY 2014</b>         | <b>FY 2015</b>            | <b>FY 2015</b>                | <b>FY 2015</b>         |
|------------------------------------------------|---------------------------|-------------------------------|------------------------|---------------------------|-------------------------------|------------------------|
|                                                | <b>Amended<br/>Budget</b> | <b>Actual 4th QTR<br/>YTD</b> | <b>% of<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>Actual 4th QTR<br/>YTD</b> | <b>% of<br/>Budget</b> |
| <b><i>Beginning Fund Balance</i></b>           | 329,544                   | 466,552                       |                        | 329,681                   | 14,556                        |                        |
| <b><i>Revenues:</i></b>                        |                           |                               |                        |                           |                               |                        |
| Public Assistance - Welfare and Administration | 3,517,468                 | 2,947,502                     | 83.8%                  | 3,616,974                 | 3,872,837                     | 107.1%                 |
| Transfer from Lynchburg City Schools           | 196,541                   | 196,541                       | 100.0%                 | 196,541                   | 196,541                       | 100.0%                 |
| Transfer from General Fund                     | 1,279,608                 | 1,279,608                     | 100.0%                 | 1,775,210                 | 1,586,103                     | 89.3%                  |
| Miscellaneous                                  | 110,000                   | 62,296                        | 56.6%                  | 110,000                   | 43,243                        | 39.3%                  |
| <b><i>Total Revenues</i></b>                   | 5,103,617                 | 4,485,947                     | 87.9%                  | 5,698,725                 | 5,698,725                     | 100.0%                 |
| <b><i>Expenses:</i></b>                        |                           |                               |                        |                           |                               |                        |
| Administrative Expenses                        | 62,977                    | 60,321                        | 95.8%                  | 64,312                    | 60,325                        | 93.8%                  |
| Mandated - Foster Care                         | 2,723,805                 | 2,064,488                     | 75.8%                  | 2,976,021                 | 2,913,986                     | 97.9%                  |
| Mandated - Special Education                   | 1,690,757                 | 1,703,724                     | 100.8%                 | 1,910,000                 | 1,995,618                     | 104.5%                 |
| Non-Mandated Services                          | 375,836                   | 330,438                       | 87.9%                  | 375,836                   | 313,349                       | 83.4%                  |
| Community Based                                | 250,242                   | 305,078                       | 121.9%                 | 372,556                   | 415,447                       | 111.5%                 |
| <b><i>Total Expenditures</i></b>               | 5,103,617                 | 4,464,049                     | 87.5%                  | 5,698,725                 | 5,698,725                     | 100.0%                 |
|                                                |                           |                               |                        |                           |                               |                        |
| <b><i>ENDING FUND BALANCE</i></b>              | 329,544                   | 488,450                       |                        | 329,681                   | 14,555                        |                        |

October 27, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

Re: June 30, 2015 Quarterly Financial Report – Water Operating Fund

The attached Water Operating Fund Financial Summary summarizes the financial activity for this fund through June 30, 2015. This quarterly report provides comparative financial information for the same period of the prior fiscal year. Variances between the FY 2015 adopted budget and the Department's actual are described below.

### **REVENUES**

Following the completion of the fourth quarter, overall revenues for FY 2015 were \$370,803 (2.54%) more than the FY 2015 budget. Explanations follow:

- **Charges for Services:**

Revenue in this category was \$267,369 (2.29%) over budget mostly due to a combination of slightly higher than anticipated revenue for inside City water sales, account charges, water connections and availability fees.

- **Water Contracts:**

This revenue account reflects billing activity to counties of Amherst, Bedford, and Campbell, and the industries of Rock-Tenn and Frito-Lay. The net revenue in this category was \$125,289 (4.72%) higher than budget mostly due to increases in water consumption of Rock-Tenn, Frito - Lay and Bedford County. Rock-Tenn and Frito – Lay's water consumption for FY 2015 compared to prior fiscal year increased 10% and 7% respectively.

- **Interest and Other:**

Interest and other earnings was \$21,855 (7.47%) less than budget mostly due to lower than expected earnings on investments.

## **EXPENSES**

Overall expenses for FY 2015 were \$250,873 (1.76%) less than FY 2015 budget. Explanations of this variance follow:

- **Departmental Operation and Maintenance Expenses:**

This category includes the Water Treatment Plant, Meter Operations, Administration and Water Line Maintenance. Expenses in this category were \$659,189 (7.05%) less than the FY 2015 budget (Water Treatment - \$437,923 savings, Meter Operations - \$141,245 savings, Administration - \$102,027 savings offset by Water Line Maintenance over its adopted budget by \$22,006). This variance is broken down as follows:

|                                   |                  |
|-----------------------------------|------------------|
| ➤ Personnel Services and Benefits | \$180,439        |
| ➤ Chemicals                       | \$263,186        |
| ➤ Utilities                       | \$107,069        |
| ➤ Contractual Services            | (\$75,218)       |
| ➤ Supplies and Materials          | \$152,619        |
| ➤ All Other                       | <u>\$ 31,094</u> |
| <b>Total</b>                      | <b>\$659,189</b> |

The most significant variances were savings related to chemicals and electricity which occur when James River water does not need to be pumped and treated. Due to wet weather conditions our water source was exclusively on the Pedlar Reservoir. Savings in Personnel Services and Benefits were mostly due to vacancies in Administration. Additional savings were incurred for Supplies and Materials that were mostly attributable to less than anticipated water line repairs performed by departmental employees and fewer replacements of manual read meters with radio read meters. Currently, 82% of all water meters are now radio read. Contractual Services exceeded its budget due to three primary factors: 1) Water Resources Department's portion of .Net implementation was not fully completed in FY 2014, 2) Increased costs of line protection services and, 3) Water line repairs perform by other contractors.

- **Non-Departmental Operation and Maintenance:**

Non-Departmental operation and maintenance expenses were less than budget by \$139,982. This was most attributable to savings in retiree health and other post-employment benefits of 76,339 and workers compensation benefits of \$45,128



- **Capital Outlay and Transfers to Other Funds**

Purchases and transfers in this category were \$75,000 (8.57%) under budget. This was due to no capital expenses incurred in the operating budget during the year.

- **Debt Service:**

Expenditures in debt service were \$623,298 (16.23%) over budget. This is mainly attributed to the July 10, 2014 bond issue which included an additional principal and interest payment for FY 2015 and net cash impacts incurred on March 16, 2015 bond refunding. Both of these events were not included in the original budget projections. Determination was made that the fund could meet both debt coverage and fund balance ratios due to anticipated net income and cash position in the fund.

### **SUMMARY**

This fourth quarter report reflects a stable FY 2015 financial position for this fund. Under the Council adopted financial policies, the two important financial ratios, debt coverage and fund balance were within or above policy targets. The debt coverage ratio for the end of the fiscal year is 1.41 compared to a target of 1.20. The fund balance ratio projected for the end of the fiscal year was 64% compared to a target range of 25% - 40%.

Respectfully submitted,

Timothy A. Mitchell, P.E.  
Director of Water Resources

cc: L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director of Financial Services

**WATER OPERATING FUND  
FINANCIAL SUMMARY  
Year Ending June 30, 2015**

|                                                       | <b>FY 2014<br/>Adopted<br/>Budget</b> | <b>FY 2014<br/>Actual<br/>Q4YTD</b> | <b>FY 2014<br/>% of<br/>Budget</b> | <b>FY 2015<br/>Adopted<br/>Budget</b> | <b>FY 2015<br/>Actual<br/>Q4YTD</b> | <b>FY 2015<br/>% of<br/>Budget</b> | <b>FY 2015<br/>\$ Variance<br/>Adopted Budget<br/>vs. Actual</b> |
|-------------------------------------------------------|---------------------------------------|-------------------------------------|------------------------------------|---------------------------------------|-------------------------------------|------------------------------------|------------------------------------------------------------------|
| <b>BEGINNING NET ASSETS</b>                           | \$27,631,979                          | \$27,631,979                        |                                    | \$33,038,746                          | \$33,038,746                        |                                    |                                                                  |
| Less: Invested in Capital Assets, net of related debt | (20,961,222)                          | (20,961,222)                        |                                    | (25,346,980)                          | (25,346,980)                        |                                    |                                                                  |
| <b>BEGINNING UNRESTRICTED NET ASSETS</b>              | <b>6,670,757</b>                      | <b>6,670,757</b>                    |                                    | <b>\$7,691,766</b>                    | <b>\$7,691,766</b>                  |                                    |                                                                  |
| <b>REVENUES:</b>                                      |                                       |                                     |                                    |                                       |                                     |                                    |                                                                  |
| Charges for services                                  | \$10,599,129                          | \$10,920,341                        | 103%                               | \$11,652,558                          | \$11,919,927                        | 102%                               | \$267,369                                                        |
| Water contracts                                       | 2,744,836                             | 2,554,839                           | 93%                                | 2,654,950                             | 2,780,239                           | 105%                               | 125,289                                                          |
| Interest and other                                    | 282,211                               | 279,384                             | 99%                                | 292,482                               | 270,627                             | 93%                                | (21,855)                                                         |
|                                                       | <b>\$13,626,176</b>                   | <b>\$13,754,564</b>                 |                                    | <b>\$14,599,990</b>                   | <b>\$14,970,793</b>                 |                                    | <b>\$370,803</b>                                                 |
| <b>EXPENSES</b>                                       |                                       |                                     |                                    |                                       |                                     |                                    |                                                                  |
| Departmental O&M                                      | \$8,912,287                           | \$8,111,391                         | 91%                                | \$9,349,210                           | \$8,690,021                         | 93%                                | \$659,189                                                        |
| Non-departmental O&M                                  | 202,713                               | 175,789                             | 87%                                | 229,600                               | 89,618                              | 39%                                | 139,982                                                          |
| Capital Outlay/Purchases                              | 110,072                               | -                                   | 0%                                 | 75,000                                | 0                                   | 0%                                 | 75,000                                                           |
| Transfers - Capital                                   | 800,000                               | 800,000                             | 100%                               | 800,000                               | 800,000                             | 100%                               | 0                                                                |
| Debt service                                          | 3,685,632                             | 3,586,308                           | 97%                                | 3,839,779                             | 4,463,077                           | 116%                               | (623,298)                                                        |
|                                                       | <b>\$13,710,704</b>                   | <b>\$12,673,488</b>                 |                                    | <b>\$14,293,589</b>                   | <b>14,042,716</b>                   |                                    | <b>\$250,873</b>                                                 |
| <b>Adjustment for expenses from capital projects</b>  |                                       | <b>(99,781)</b>                     |                                    |                                       | <b>(34,999)</b>                     |                                    |                                                                  |
| <b>ENDING NET ASSETS</b>                              | <b>\$6,586,229</b>                    | <b>\$7,652,052</b>                  |                                    | <b>\$7,998,167</b>                    | <b>\$8,584,844</b>                  |                                    |                                                                  |

**KEY RATIOS:**

|                                                                       |          |
|-----------------------------------------------------------------------|----------|
| Unrestricted cash target as a % of operating expenses & debt service: | 40%      |
| Unrestricted cash as a % of operating expenses & debt service:        | 64%      |
| Financial Policy targeted debt coverage ratio minimum:                | 1.20     |
| Ending debt coverage ratio:                                           | 1.41 (a) |

Note (a) Calculation of debt coverage includes \$137,518 of capitalizable costs for internal labor charges applicable to time spent on capital project activities.

Note 1: This financial operating statement does not include the accrual entry for the new implementation of Governmental Accounting Standards Board (GASB) Statement No. 68 for the fiscal year ending June 30, 2015. GASB 68 uses an actuarial valuation to calculate future pension liability for active, inactive, and retired employees.

October 27, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

Re: June 30, 2015 Quarterly Financial Report – Sewer Operating Fund

The attached Sewer Operating Fund Financial Summary summarizes the financial activity for this fund through June 30, 2015. This quarterly report provides comparative financial information for the same period of the prior fiscal year. Variances between the FY 2015 adopted budget and the Department's actual are described below.

### **REVENUES**

Following the completion of the fourth quarter, overall revenues for FY 2015 \$785,258 (3.79%) more than the FY 2015 budget. Explanations follow:

- **Charges for Services:**

Revenue in this category was \$171,398 (1.00%) over budget mostly due to higher than anticipated Sewer Sales – Inside City of \$245,160 and Account Charges of \$44,793 that was offset by lower than expected sales for Industrial Surcharges of \$178,235. Lower sales in Industrial Surcharges were primarily attributable to one industry having significantly less waste strength in their tested sewer collections.

- **Sewer Contracts:**

Revenue in this category reflects the billing activity in counties of Amherst, Bedford, and Campbell and industries of Rock-Tenn and Frito-Lay. Revenue from this source was \$613,990 (18.45%) more than budget primarily due to one county making a large prepayment of their long-term debt for city financed Wastewater Treatment Plant Projects and higher than anticipated sewer sales from Rock-Tenn and Frito-Lay.

- **Interest and Other:**

Revenue in this category was \$130 (.06%) less than budget due to a combination of net budget to actual impacts of Interest Revenue, Miscellaneous Revenue and Collection and Tax Lien Fees charged.

## **EXPENSES**

Overall expenses for FY 2015 were \$327,348 (1.47%) less than FY 2015 budget. Explanations of this variance follow:

- **Departmental Operation and Maintenance Expenses:**

This category includes the Wastewater Treatment Plant and Sewer Line Maintenance. Expenses in this category were \$179,147 (1.83%) less than the FY 2015 budget (Wastewater Treatment Plant - \$83,141 savings and Sewer Line Maintenance - \$96,006 savings). This variance is broken down as follows:

|                                   |                   |
|-----------------------------------|-------------------|
| ➤ Personnel Services and Benefits | \$ 96,946         |
| ➤ Chemicals                       | \$ 13,837         |
| ➤ Utilities                       | (\$ 86,469)       |
| ➤ Sludge Disposal                 | \$ 58,237         |
| ➤ Contractual Services            | (\$ 63,846)       |
| ➤ Supplies and Materials          | (\$ 111,797)      |
| ➤ All Other                       | <u>\$ 272,239</u> |
| <b>Total</b>                      | <b>\$ 179,147</b> |

The most significant savings was in the All Other category. A savings of \$61,061 was from higher than expected credits from the Chesapeake Bay Nutrient Trading Exchange. An additional \$138,848 savings derives from Internal Service Charges due to lower fuel costs, decreased capital charges for delaying vehicle replacements and less than anticipated vehicle leasing when vehicles are repaired for an extended period of time. Other savings include Personnel Services and Benefits mostly related to several vacant positions in Sewer Line Maintenance. Supplies and Materials exceeded budget primarily due to significantly higher than average annual repairs at the Wastewater Treatment Plant. Additional costs of Utilities were mostly attributable to higher than anticipated electrical requirement to process greater volume of wet-weather flows through a recent Wastewater Treatment Plant upgrade. In addition, net increase to Contractual Services are primarily related to the following factors: 1) Less than expected tonnage of sludge accepted at the Region 2000 Landfill which increased our costs of using contracted haulers by \$49,711 2) Increased costs of \$57,049 for line protection services 3) \$37,727 for engineering and legal services. 4) Savings of \$80,659 Building and Plant Equipment Maintenance and Repair Services.

- **Non-Departmental Operational and Maintenance Expenses:**

Non-Departmental Operational and Maintenance Expenses were \$165,857 (69.63%) less than budget. This was mostly attributable to savings in Non-operating Employee Benefits of \$128,038 and Allowance for Doubtful Accounts of \$33,959.

- **Debt/LOC Service Payments**

Expenditures for Debt/LOC Service Payments were \$337,656 (3.77%) over budget. This was attributable to the July 10, 2014 bond issuance which included an additional principal and interest payment for FY 2015 and net cash impacts incurred on March 16, 2015 bond refunding. Both of these events were not included in the original budget projections. Determination was made that the fund could meet both debt service and fund balance ratios due to anticipated net income and cash position in the fund.

- **Capital Outlay and Transfers to Other Funds**

Capital Outlay and Transfers to Other Funds is reported as \$320,000 (9.86%) under budget. This is due to allowing the costs of two plant centrifuges to be incurred in the Sewer Capital Fund to insure proper capitalization for accounting purposes. Transfers to Other Funds were at budget.

### **SUMMARY**

This fourth quarter report reflects a stable FY 2015 financial position for this fund. Under the Council adopted financial policies, the two important financial ratios, debt coverage and fund balance, were within or above policy targets. The debt coverage ratio for the end of the fiscal year was 1.28 compared to a target range of 1.20 to 1.50. The fund balance ratio for the end of the fiscal year was 29% compared to a target range 15% to 25%.

Respectfully submitted,

Timothy A. Mitchell, P.E.  
Director of Water Resources

cc: L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director of Financial Services

**SEWER OPERATING FUND  
FINANCIAL SUMMARY  
Year Ending June 30, 2015**

|                                                       | <b>FY 2014<br/>Adopted<br/>Budget</b> | <b>FY 2014<br/>Actual<br/>Q4 YTD</b> | <b>FY 2014<br/>% of<br/>Budget</b> | <b>FY 2015<br/>Adopted<br/>Budget</b> | <b>FY 2015<br/>Actual<br/>Q4 YTD</b> | <b>FY 2015<br/>% of<br/>Budget</b> | <b>FY 2015<br/>\$ Variance<br/>Adopted Budget<br/>vs. Actual</b> |
|-------------------------------------------------------|---------------------------------------|--------------------------------------|------------------------------------|---------------------------------------|--------------------------------------|------------------------------------|------------------------------------------------------------------|
| <b>BEGINNING NET ASSETS (1)</b>                       | \$118,680,799                         | \$118,680,799                        |                                    | \$136,833,798                         | \$136,833,798                        |                                    |                                                                  |
| Less: Invested in Capital Assets, net of related debt | (107,598,364)                         | (107,598,364)                        |                                    | (129,047,540)                         | (129,047,540)                        |                                    |                                                                  |
| <b>BEGINNING UNRESTRICTED NET ASSETS</b>              | <b>\$11,082,435</b>                   | <b>\$11,082,435</b>                  |                                    | <b>\$7,786,258</b>                    | <b>\$7,786,258</b>                   |                                    |                                                                  |
| <b>REVENUES:</b>                                      |                                       |                                      |                                    |                                       |                                      |                                    |                                                                  |
| Charges for services                                  | \$16,721,214                          | \$17,235,409                         | 103%                               | \$17,170,636                          | \$17,342,034                         | 101%                               | \$171,398                                                        |
| Sewer contracts                                       | 2,916,305                             | 3,220,261                            | 110%                               | 3,327,630                             | 3,941,620                            | 118%                               | 613,990                                                          |
| Interest and other                                    | 218,687                               | 227,620                              | 104%                               | 202,078                               | 201,948                              | 100%                               | (130)                                                            |
|                                                       | <b>\$19,856,206</b>                   | <b>\$20,683,290</b>                  |                                    | <b>\$20,700,344</b>                   | <b>\$21,485,602</b>                  |                                    | <b>\$785,258</b>                                                 |
| <b>EXPENSES:</b>                                      |                                       |                                      |                                    |                                       |                                      |                                    |                                                                  |
| Departmental O&M                                      | \$9,087,931                           | \$8,794,629                          | 97%                                | \$9,792,683                           | \$9,613,536                          | 98%                                | \$179,147                                                        |
| Non-departmental O&M                                  | 200,062                               | 171,684                              | 86%                                | 238,200                               | 72,343                               | 30%                                | 165,857                                                          |
| Equipment Purchases                                   | 175,209                               | 0                                    | 0%                                 | 320,000                               | 0                                    | 0%                                 | 320,000                                                          |
| Transfers - Capital                                   | 2,250,000                             | 2,250,000                            | 100%                               | 2,925,000                             | 2,925,000                            | 100%                               | 0                                                                |
| Debt service                                          | 8,616,567                             | 8,625,165                            | 100%                               | 8,961,298                             | 9,298,954                            | 104%                               | (337,656)                                                        |
|                                                       | <b>\$20,329,769</b>                   | <b>\$19,841,478</b>                  |                                    | <b>\$22,237,181</b>                   | <b>\$21,909,833</b>                  |                                    | <b>\$327,348</b>                                                 |
| <b>Adjustment for expenses from capital projects</b>  |                                       | <b>(\$134,024)</b>                   |                                    |                                       | <b>(\$38,336)</b>                    |                                    |                                                                  |
| <b>ENDING NET ASSETS</b>                              | <b>\$10,608,872</b>                   | <b>\$11,790,223</b>                  |                                    | <b>\$6,249,421</b>                    | <b>\$7,323,691</b>                   |                                    |                                                                  |

**KEY RATIOS:**

Unrestricted cash target as a % of operating expenses & debt service:  
Unrestricted cash as a % of operating expenses & debt service:

25%  
29%

Financial Policy targeted debt coverage minimum:  
Ending debt coverage:

1.20  
1.28 (a)

Note (a) Calculation of debt coverage includes \$151,044 of capitalizable costs for internal labor charges applicable to time spent on capital project activities.

Note 1: This financial operating statement does not include the accrual entry for the new implementation of Governmental Accounting Standards Board (GASB) Statement No. 68 for the fiscal year ending June 30, 2015. GASB 68 uses an actuarial valuation to calculate future pension liability for active, inactive, and retired employees.

October 27, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

Re: October 27, 2015 Quarterly Financial Report – Stormwater Operating Fund

The attached Stormwater Operating Fund Financial Summary summarizes the financial activity for this fund through June 30, 2015. This quarterly report provides comparative financial information for the same period of the prior fiscal year. Variances between the FY 2015 adopted budget and the Department's actual are described below.

## **REVENUES**

Following the completion of the fourth quarter, the overall revenues for FY 2015 were \$44,987 (1.29%) more than the FY 2015 budget. Explanations follow:

- **Charges for Services:**

Revenue in this category reflects billing activity for all known impervious areas, Virginia Stormwater Management Program (VSMP) permits and delinquent charges on past due accounts. Charges for services exceeded budget by \$48,931 (1.52%) primarily due to higher than anticipated fees collected by Department of Environmental Quality (DEQ) for the renewal of Virginia Stormwater Management Program (VSMP) permits for active projects before July 1, 2014. All 2009 VSMP Permits expired June, 30 2014 thus requiring renewal through DEQ for coverage under the new VSMP Permit effective July 1, 2014. This was required for existing projects to maintain permit coverage under the prior stormwater management technical criteria.

## **Transfers, Interest and Other**

The transfer from the General Fund was at budget. Interest and Other were \$3,944 less than budget mostly due to less than anticipated miscellaneous revenues.



## **EXPENSES**

Overall expenses for FY 2015 were \$677,725 (17.32%) less than budget. A breakdown and explanations of this variance follow:

- **Departmental Operation and Maintenance Expenses:**

Departmental Operation and Maintenance expenses were \$278,412 (12.24%) less than budget. Explanations of this variance as follows:

|                                          |                  |
|------------------------------------------|------------------|
| ➤ Contractual Services                   | \$251,994        |
| ➤ Internal Service Charges               | (\$ 20,540)      |
| ➤ Supplies and Materials                 | \$43,214         |
| ➤ Public Works and Community Development | (\$15,623)       |
| ➤ All Other                              | <u>\$19,367</u>  |
| <b>Total</b>                             | <b>\$278,412</b> |

The most significant savings is for Contractual Services. Over the past year we have been mapping the storm system as required by our permit. In association with our mapping, we have also been conducting a condition assessment of the stormwater infrastructure. Due to the numerous defects identified, the priority repair schedule is still under development resulting in a slower than anticipated startup of repairs. Savings in Supplies and Materials were also related to the timing and progress of the condition assessment. The increased expenses for Internal Service Charges were attributable to higher than expected repair costs and unexpected rental replacement of a Vac-con truck. Public Works and Community Development anticipated costs are higher than budget mostly due to increased labor used for leaf collection.

- **Non-Departmental Operational and Maintenance Expenses:**

Non-departmental expenses were \$687 (2.68%) over budget primarily due to higher than expected workers compensation benefits.

- **Debt/LOC Service Payments**

Currently, there is no debt for the Stormwater Fund.

- **Capital Outlay and Transfers to Other Funds**

Capital Outlay and Transfers to Other Funds is reported as \$400,000 (24.80%) under budget. However, a new Vac-con Truck budgeted for \$400,000 was purchased for \$373,677 and capitalized as Machinery and Equipment on fund's balance sheet at year end resulting in no expenses in this category. Transfers to Other Funds were at budget.

**SUMMARY**

This fourth quarter report reflects a stable FY 2015 financial position for this fund. The fund balance ratio for the end of the fiscal year was 42%.

Respectfully submitted,

Timothy A. Mitchell, P.E.  
Director of Water Resources

cc: L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Donna Witt, Director of Financial Services

**STORMWATER OPERATING FUND**  
**FINANCIAL SUMMARY**  
Year Ending June 30, 2015

|                                                       | FY 2014<br>Adopted<br>Budget | FY 2014<br>Actual<br>Q4 YTD | FY 2014<br>% of<br>Budget | FY 2015<br>Adopted<br>Budget | FY 2015<br>Actual<br>Q4 YTD | FY 2015<br>% of<br>Budget | FY 2015<br>\$ Variance<br>Adopted Budget<br>vs. Actual |
|-------------------------------------------------------|------------------------------|-----------------------------|---------------------------|------------------------------|-----------------------------|---------------------------|--------------------------------------------------------|
| <b>BEGINNING NET ASSETS</b>                           | \$1,607,940                  | \$1,607,940                 |                           | \$1,300,413                  | \$1,300,413                 |                           |                                                        |
| Less: Invested in Capital Assets, net of related debt | 0                            | 0                           |                           | 0                            | 0                           |                           |                                                        |
| <b>BEGINNING UNRESTRICTED NET ASSETS</b>              | <b>\$1,607,940</b>           | <b>\$1,607,940</b>          |                           | <b>\$1,300,413</b>           | <b>\$1,300,413</b>          |                           |                                                        |
| <b>REVENUES:</b>                                      |                              |                             |                           |                              |                             |                           |                                                        |
| Charges for services                                  | \$3,132,000                  | \$3,124,545                 | 100%                      | \$3,218,850                  | 3,267,781                   | 102%                      | \$48,931                                               |
| Interest and other                                    | 0                            | 0                           |                           | 5,000                        | 1,056                       | 21%                       | (3,944)                                                |
| Transfers                                             | 650,000                      | 650,000                     | 100%                      | 275,000                      | 275,000                     | 100%                      | 0                                                      |
|                                                       | <b>\$3,782,000</b>           | <b>\$3,774,545</b>          |                           | <b>\$3,498,850</b>           | <b>3,543,837</b>            |                           | <b>\$44,987</b>                                        |
| <b>EXPENSES:</b>                                      |                              |                             |                           |                              |                             |                           |                                                        |
| Departmental O&M                                      | \$3,047,172                  | \$2,565,295                 | 84%                       | \$2,275,230                  | \$1,996,818                 | 88%                       | \$278,412                                              |
| Non-departmental O&M                                  | 71,900                       | 30,419                      | 42%                       | 25,800                       | 26,487                      | 103%                      | (687)                                                  |
| Equipment Purchases                                   | 0                            | 0                           |                           | 400,000                      | 0                           | 0%                        | 400,000                                                |
| Transfers - Capital                                   | 1,350,000                    | 1,350,000                   | 100%                      | 1,050,000                    | 1,050,000                   | 100%                      | 0                                                      |
| Transfers - Sewer Operating and Fleet                 | 126,734                      | 126,734                     | 100%                      | 162,676                      | 162,676                     |                           | 0                                                      |
| Debt service                                          | 0                            | 0                           |                           | 0                            | 0                           |                           | 0                                                      |
|                                                       | <b>\$4,595,806</b>           | <b>\$4,072,448</b>          |                           | <b>\$3,913,706</b>           | <b>\$3,235,981</b>          |                           | <b>\$677,725</b>                                       |
| <b>Adjustment for expenses from capital projects</b>  |                              | \$0                         |                           |                              | (\$3,331)                   |                           |                                                        |
| <b>ENDING NET ASSETS</b>                              | <b>\$794,134</b>             | <b>\$1,310,037</b>          |                           | <b>\$885,557</b>             | <b>\$1,604,938</b>          |                           |                                                        |

**KEY RATIOS:**

Projected unrestricted cash as a % of operating expenses at year end 42%

Note 1: This financial operating statement does not include the accrual entry for the new implementation of Governmental Accounting Standards Board (GASB) Statement No. 68 for the fiscal year ending June 30, 2015. GASB 68 uses an actuarial valuation to calculate future pension liability for active, inactive, and retired employees.

October 27, 2015

Finance Committee  
City Council  
City of Lynchburg  
Lynchburg, Virginia

Re: June 30, 2015  
Quarterly Report - General Fund

Attached is the Financial Summary for the General Fund (Fund) for the period ending June 30, 2015. This quarterly report provides comparative information for the same period of the prior fiscal year and represents FY 2015 financial postings. This report is preliminary pending completion of the annual audit.

- FUND BALANCE

The General Fund ended FY 2015 with an Unassigned Fund balance of \$32.0 million compared to a projected balance of \$17.1 million. The City's Fund Balance Policy for General Fund requires maintaining an Unassigned Fund Balance equal to a targeted goal of 10% of General Fund revenues. The City ended with a projected Fund Balance ratio of 19.6%. According to the Fund Balance policy, Fund Balance in excess of 10% will be dedicated to one-time expenditures in the next year. Unassigned Fund Balance is also used to fund third quarter and carryforward adjustments, as well as, encumbered expenses.

- COMMITTED AND ASSIGNED BALANCE

The General Fund ended FY 2015 with Committed and Assigned Fund balances of \$9,882,067 and \$6,118,051, respectively.

- REVENUES

Revenues were \$6.4 million (3.8%) more than the amended budget. City staff continually monitors the major revenue categories, revising estimates as needed.

#### NON-DEDICATED REVENUES

- Real Property Tax:

Real Estate Tax revenue for FY 2015 was or \$1,414 more than the amended budget per the actual Tax Levy posted in October, net of allowances and Tax Relief credits.

- Personal Property Tax:

Personal Property Tax revenue for FY 2015 was 3.8% or \$600,290 greater than the amended budget due to increased car sales resulting from lower gas prices.

In 1998, the Virginia General Assembly enacted the Personal Property Tax Relief Act (PPTRA) to reimburse citizens for a portion of the local personal property tax. In the 2004 Virginia General Assembly, the State capped the amount reimbursed to localities at \$950 million for FY 2015. This action eliminates the 70% reimbursement. Lynchburg's share is \$5,543,584. During FY 2015 the City received the total reimbursement of \$5,543,584.

- Consumer Utility Taxes:

Consumer Utility Tax revenue for FY 2015 was 4.8% or \$204,121 greater than the amended budget based on consumer usage.

- Communications Sales and Use Tax:

Communications Sales and Use Tax revenue for FY 2015 was 1.9% or \$67,085 less than the amended budget following historical trends.

- Local Sales Tax:

Local Sales Tax revenue for FY 2015 was 10.3% or \$1,406,326 greater than the amended budget due to consumer confidence and the continued recovery in the local economy

- Business License Tax:

Business License Tax revenue for FY 2015 was 8.5% or \$643,149 greater than the amended budget.

- Meals Tax:

Meals Tax revenue for FY 2015 was 11.0% or \$1,335,756 greater than the amended budget due to increased meal cost, new restaurants and the continued recovery in the local economy.

- Delinquent Taxes/Penalties:

Delinquent Taxes/Penalties revenue for FY 2015 was 17.5% or \$626,117 greater than the amended budget. This excess is a reflection of the continued efforts of the collections department in utilizing new methods for collecting debt.

- Other Local Taxes:

Other Local Tax revenue for FY 2015 was 1.0% or \$27,448 greater than the amended budget.

- Motor Vehicle License Tax:

Motor Vehicle License Tax revenue for FY 2015 was 2.5% or \$36,311 more than the amended budget, which is consistent with the growth in Personal Property Tax.

- Bank Stock Tax:

Bank Stock Tax revenue for FY 2015 was 44.2% or \$254,815 greater than the amended budget. This tax is based on the percentage of deposits within the City of Lynchburg compared to the whole state of Virginia.

- Lodging Tax:

Lodging Tax revenue for FY 2015 was 14.8% or \$266,200 more than the amended budget.

- Permits, Fees, and Licenses:

Permits, Fees, and Licenses revenue for FY 2015 was 7.4% or \$69,071 more than the amended budget. The majority of revenue in this category comes from permits and fees associated with new construction and/or renovations, false alarm fees, permit parking fees, and concealed weapons fees.

- Fines and Forfeitures:

Fines and forfeitures revenue for FY 2015 was 8.8% or \$51,417 greater than the amended budget due primarily to court fines.

- Interest on Investments:

Interest on Investments revenue for FY 2015 was 40.8% or \$59,785 greater than the amended budget. Although the City monitors its investments closely, the volatility of the market influences interest income.

- Charges for Services

Charges for Services revenue for FY 2015 were 9.3% or \$514,470 greater than the amended budget due primarily to trash decals and bags (\$158,000) and off-duty police charges (\$260,000).

- Miscellaneous Revenue

Miscellaneous Revenue for FY 2015 was 132.1% or \$299,737 greater than the amended budget, the majority of which came from parking lease agreements, and miscellaneous subrogation for damage to the Holiday Inn Parking Deck.

### DEDICATED REVENUES

Dedicated revenues were slightly ahead of the FY 2015 amended budget by 0.2%. This demonstrates efficiency on the part of various governmental agencies in submitting payment or reimbursement to the City.

### EXPENDITURES

- Operating Expenditures:

Total operating expenditures for FY 2015 were 99.1% of amended budget, compared to 97.7% for FY 2014. The actual operating expenditures FY 2015 were 0.9% or \$1,066,323 less than the amended budget. The decrease is primarily attributable to departments closely monitoring spending.

- Debt Service

Debt service expenditures are consistent with the budget. The payment schedule is based on a preset schedule and is not evenly disbursed over twelve months.

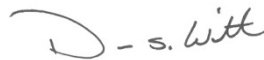
- Transfers

Transfers of \$1,025,076 to other funds for FY 2015 were 15.8% less than the amended budget. Transfers of \$11,018,547 to capital funds for FY 2015 were consistent with the budget.

### SUMMARY

This report represents twelve months of fiscal activity. The revenues and expenditures were adjusted in the 3rd Quarter process accordingly. The financial position of the General Fund remains stable. Staff recognizes that the gap between revenues and expenditures needs constant monitoring, and will continue to advise City Council of major developments through continued quarterly reports.

Respectfully submitted,



Donna S. Witt  
Director of Financial Services

cc: L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Rhonda Allbeck, Assistant Director of Financial Services

GENERAL FUND  
FINANCIAL SUMMARY  
As of June 30, 2015

|                                                   | FY 2014<br>Adopted Budget | FY 2014<br>Amended<br>Budget | FY 2014 Actual<br>4th Qtr | FY 2014<br>% of<br>Budget | FY 2015<br>Adopted Budget | FY 2015<br>Amended Budget | FY 2015 Actual<br>4th Qtr | FY 2015<br>% of<br>Budget | FY 2015 Amnd<br>Budget vs.<br>Actual |
|---------------------------------------------------|---------------------------|------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|--------------------------------------|
| BEGINNING BALANCE                                 |                           |                              | As of 6/30/14             |                           |                           |                           | As of 6/30/15             |                           |                                      |
| UNASSIGNED                                        | \$ 22,744,259             | \$ 22,744,259                | \$ 31,673,717             |                           | \$ 24,439,822             | \$ 24,439,822             | \$ 33,878,500             |                           |                                      |
| REVENUES:                                         |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Non-Dedicated Revenues                            |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Real Property                                     | 52,518,784                | 52,518,784                   | 52,697,194                | 100.3%                    | 53,357,839                | 53,357,839                | 53,359,253                | 100.0%                    | (1,414)                              |
| Personal Property -Local                          | 15,805,000                | 15,805,000                   | 16,483,231                | 104.3%                    | 15,805,000                | 15,805,000                | 16,405,290                | 103.8%                    | (600,290)                            |
| Public Service Corp                               | 2,330,000                 | 2,330,000                    | 2,313,392                 | 99.3%                     | 2,300,000                 | 2,300,000                 | 2,263,994                 | 98.4%                     | 36,006                               |
| Consumer Utility Taxes                            | 4,185,000                 | 4,185,000                    | 4,481,890                 | 107.1%                    | 4,250,000                 | 4,250,000                 | 4,454,121                 | 104.8%                    | (204,121)                            |
| Communication Sales and Use Taxes                 | 3,462,621                 | 3,462,621                    | 3,412,734                 | 98.6%                     | 3,450,000                 | 3,450,000                 | 3,382,915                 | 98.1%                     | 67,085                               |
| Local Sales Tax                                   | 13,440,973                | 13,440,973                   | 13,842,292                | 103.0%                    | 13,600,000                | 13,600,000                | 15,006,326                | 110.3%                    | (1,406,326)                          |
| Business License                                  | 7,199,604                 | 7,199,604                    | 8,037,473                 | 111.6%                    | 7,542,720                 | 7,542,720                 | 8,185,869                 | 108.5%                    | (643,149)                            |
| Meals Tax                                         | 11,785,000                | 11,785,000                   | 12,666,743                | 107.5%                    | 12,100,000                | 12,100,000                | 13,435,756                | 111.0%                    | (1,335,756)                          |
| Delinquent Taxes/Penalties                        | 2,978,500                 | 2,978,500                    | 4,162,603                 | 139.8%                    | 3,576,000                 | 3,576,000                 | 4,202,117                 | 117.5%                    | (626,117)                            |
| Other Local Taxes                                 | 2,578,947                 | 2,578,947                    | 2,734,821                 | 106.0%                    | 2,638,947                 | 2,638,947                 | 2,666,395                 | 101.0%                    | (27,448)                             |
| Motor Vehicle License                             | 1,413,142                 | 1,413,142                    | 1,498,930                 | 106.1%                    | 1,475,000                 | 1,475,000                 | 1,511,311                 | 102.5%                    | (36,311)                             |
| Bank Stock Tax                                    | 650,000                   | 650,000                      | 769,284                   | 118.4%                    | 650,000                   | 576,288                   | 831,103                   | 144.2%                    | (254,815)                            |
| Lodging Tax                                       | 1,700,000                 | 1,700,000                    | 2,125,145                 | 125.0%                    | 1,800,000                 | 1,800,000                 | 2,066,200                 | 114.8%                    | (266,200)                            |
| Permit, Fees & Licenses                           | 783,900                   | 783,900                      | 1,068,270                 | 136.3%                    | 931,150                   | 931,150                   | 1,000,221                 | 107.4%                    | (69,071)                             |
| Fines and Forfeitures                             | 591,000                   | 591,000                      | 634,465                   | 107.4%                    | 586,000                   | 586,000                   | 637,417                   | 108.6%                    | (51,417)                             |
| Interest on Investments                           | 120,762                   | 120,762                      | 222,812                   | 184.5%                    | 146,600                   | 146,600                   | 206,385                   | 140.8%                    | (59,785)                             |
| Use of Property                                   | 361,064                   | 361,064                      | 405,924                   | 112.4%                    | 369,264                   | 435,081                   | 483,984                   | 111.2%                    | (48,903)                             |
| Charges for Services                              | 6,226,657                 | 6,226,657                    | 6,270,115                 | 100.7%                    | 5,532,529                 | 5,532,529                 | 6,046,999                 | 109.3%                    | (514,470)                            |
| Misc. Revenue                                     | 229,500                   | 229,500                      | 569,763                   | 248.3%                    | 226,900                   | 226,900                   | 526,637                   | 232.1%                    | (299,737)                            |
| Revenue from Lynchburg City Schools               | -                         | -                            | -                         | 0.0%                      | -                         | -                         | -                         | 0.0%                      | -                                    |
| Intergovernmental Revenues                        |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Personal Property -State                          | 5,543,584                 | 5,543,584                    | 5,543,584                 | 100.0%                    | 5,543,584                 | 5,543,584                 | 5,543,584                 | 100.0%                    | -                                    |
| Other                                             | 505,000                   | 505,000                      | 696,849                   | 138.0%                    | 604,000                   | 604,000                   | 680,080                   | 112.6%                    | (76,080)                             |
| Total Non-Dedicated Revenues                      | 134,409,038               | 134,409,038                  | 140,637,534               | 104.6%                    | 136,485,533               | 136,477,638               | 142,895,957               | 104.7%                    | \$ (6,418,319)                       |
| Dedicated Revenues                                |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Local                                             |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Indirect Costs and Services from Enterprise Funds | 1,992,237                 | 1,992,237                    | 1,992,237                 | 100.0%                    | 2,702,138                 | 2,702,138                 | 2,697,946                 | 99.8%                     | 4,192                                |
| Other                                             | 1,224,196                 | 1,224,196                    | 1,580,321                 | 129.1%                    | 931,200                   | 927,950                   | 1,336,876                 | 144.1%                    | (408,926)                            |
| Intergovernmental Revenues                        |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Constitutional Officers                           | 2,975,787                 | 3,026,590                    | 3,034,618                 | 100.3%                    | 3,047,794                 | 3,077,889                 | 3,040,544                 | 98.8%                     | 37,345                               |
| Human Services                                    | 14,277,317                | 14,277,317                   | 15,030,251                | 105.3%                    | 14,498,237                | 15,541,336                | 15,504,532                | 99.8%                     | 36,804                               |
| House Bill 599                                    | 2,930,790                 | 2,930,790                    | 2,930,792                 | 100.0%                    | 3,054,362                 | 3,054,362                 | 2,653,798                 | 86.9%                     | 400,564                              |
| Aid to the Commonwealth of Virginia               | -                         | -                            | -                         | 0.0%                      | -                         | -                         | -                         | 0.0%                      | -                                    |
| Highway Maintenance                               | 7,192,968                 | 7,192,968                    | 7,179,012                 | 99.8%                     | 7,114,754                 | 7,114,754                 | 7,114,169                 | 100.0%                    | 585                                  |
| Other                                             | 705,326                   | 705,326                      | 791,848                   | 112.3%                    | 687,233                   | 768,531                   | 895,626                   | 116.5%                    | (127,095)                            |
| Total Intergovernmental Revenues                  | 28,082,188                | 28,132,991                   | 28,966,521                | 103.0%                    | 28,402,380                | 29,556,872                | 29,208,669                | 98.8%                     | 348,203                              |
| Interfund Transfers                               | -                         | -                            | 4,761                     | -                         | -                         | 324,861                   | 325,036                   | -                         | 320,275                              |
| Total Dedicated Revenues                          | 31,298,621                | 31,349,424                   | 32,543,840                | 103.8%                    | 32,035,718                | 33,511,821                | 33,568,527                | 100.2%                    | \$ (56,706)                          |
| Total Revenues                                    | \$ 165,707,659            | \$ 165,758,462               | \$ 173,181,374            | 104.5%                    | \$ 168,521,251            | \$ 169,989,459            | \$ 176,464,484            | 103.8%                    | \$ (6,475,025)                       |
| Other Financing Sources                           |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Proceeds from Refunding Bonds                     |                           | 57,469                       | 57,468                    |                           |                           | 23,235,571                | 23,235,571                |                           |                                      |
| Use of Fund Balance & Reserves                    |                           |                              |                           |                           |                           |                           |                           |                           |                                      |
| Unclassify FY13 fund balance                      |                           |                              | 1,113,041                 |                           |                           |                           | 613,376                   |                           |                                      |
| FY14 Budget reserves                              |                           |                              | 992,570                   |                           |                           |                           |                           |                           |                                      |
| 1/13/15 Council #2 rans to LCS                    |                           |                              |                           |                           |                           |                           | 2,648,287                 |                           |                                      |
| 1/13/15 Council #1 HHs FFE                        |                           |                              |                           |                           |                           |                           | 100,000                   |                           |                                      |
| Close comm to conting                             |                           |                              | 760,641                   |                           |                           |                           |                           |                           |                                      |
| 10/23/13 \$10M GO Bond                            |                           |                              | 377,229                   |                           |                           |                           |                           |                           |                                      |
| Remove assignments                                |                           |                              | 34,498                    |                           |                           |                           |                           |                           |                                      |
| Return fund balance                               |                           |                              | 507,487                   |                           |                           |                           |                           |                           |                                      |
| 1/14/14 Council #8                                |                           |                              | 589,731                   |                           |                           |                           |                           |                           |                                      |
| Landfill closure                                  |                           |                              | 1,863,653                 |                           |                           |                           |                           |                           |                                      |
| 7/9/13 Council #8                                 |                           |                              | 1,185,000                 |                           |                           |                           |                           |                           |                                      |
| 2/26/13 Council #11                               |                           |                              | 88,192                    |                           |                           |                           |                           |                           |                                      |
| 4/22/14 Council #2                                |                           |                              | 62,130                    |                           |                           |                           |                           |                           |                                      |
| FY14 3rd qtr adj                                  |                           |                              | 10,000                    |                           |                           |                           |                           |                           |                                      |
| FY15 3rd qtr adj                                  |                           |                              |                           |                           |                           |                           | 178,589                   |                           |                                      |
| School textbooks                                  |                           |                              |                           |                           |                           |                           | 777,000                   |                           |                                      |
| 6/9/15 Council # 7 - Fire Equipment               |                           |                              |                           |                           |                           |                           | 17,758                    |                           |                                      |
| Armstrong renovation                              |                           |                              |                           |                           |                           |                           | 220,914                   |                           |                                      |
| 7/14/15 Council # 10 - Parking operations         |                           |                              |                           |                           |                           |                           | 56,000                    |                           |                                      |
| 7/14/15 Agenda #9                                 |                           |                              |                           |                           |                           |                           | 58,046                    |                           |                                      |
| Law library                                       |                           |                              |                           |                           |                           |                           | 11,442                    |                           |                                      |
| Debt Service - CVRRB                              |                           |                              |                           |                           | 5,929                     |                           | 5,929                     |                           |                                      |
| Fire Equipment                                    |                           |                              |                           |                           | 100,000                   |                           | 100,000                   |                           |                                      |
| Debt Service - SW                                 |                           |                              |                           |                           | 254,324                   |                           | 254,324                   |                           |                                      |
| Recreation Programs                               |                           |                              |                           |                           | 91,957                    |                           | 91,957                    |                           |                                      |
| Pub Safety Comp Adj                               |                           |                              |                           |                           | 13,968                    |                           | 13,968                    |                           |                                      |
| 6/24/14 Council #8                                |                           |                              |                           |                           |                           |                           | 115,713                   |                           |                                      |
| 6/24/14 Council #9                                |                           |                              |                           |                           |                           |                           | 83,765                    |                           |                                      |
| 9/9/14 Council #3                                 |                           |                              |                           |                           |                           |                           | 135,720                   |                           |                                      |
| 9/9/14 Council #4                                 |                           |                              |                           |                           |                           |                           | 4,000                     |                           |                                      |
| Close T0226                                       |                           |                              |                           |                           |                           |                           | (9,380)                   |                           |                                      |
| 11/26/13 Council #2                               |                           |                              | 246,724                   |                           |                           |                           |                           |                           |                                      |
| Corr Law Library reserve                          |                           |                              | 15,116                    |                           |                           |                           |                           |                           |                                      |
| 9/24/13 Council #2                                |                           |                              | 33,113                    |                           |                           |                           |                           |                           |                                      |
| 9/24/13 Council #2                                |                           |                              | (500,000)                 |                           |                           |                           |                           |                           |                                      |
| 10/28/14 Council #6                               |                           |                              |                           |                           |                           |                           | 48,044                    |                           |                                      |
| FY14 Carry Forward                                |                           |                              |                           |                           |                           |                           | (222,855)                 |                           |                                      |
| FY13 Carry Forward                                |                           |                              | 50,000                    |                           |                           |                           |                           |                           |                                      |
| Total Fund Balance, Revenues and Use of Fund Bal. | \$ 188,451,918            | \$ 188,560,190               | \$ 212,341,684            |                           | \$ 193,427,251            | \$ 217,664,852            | \$ 239,807,834            |                           |                                      |



**GENERAL FUND  
FINANCIAL SUMMARY  
As of June 30, 2015**

|                                                            | FY 2014 Adopted<br>Budget | FY 2014 Amended<br>Budget | FY 2014 Actual<br>4th Qtr 6/30/14 | FY 2014<br>% of<br>Budget | FY 2015 Adopted<br>Budget | FY 2015 Amended<br>Budget | FY 2015 Actual<br>4th Qtr 6/30/15 | FY 2015<br>% of<br>Budget | FY 2015 Amnd<br>Budget vs.<br>Actual |
|------------------------------------------------------------|---------------------------|---------------------------|-----------------------------------|---------------------------|---------------------------|---------------------------|-----------------------------------|---------------------------|--------------------------------------|
| <b>BALANCE FORWARD</b>                                     |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Total Fund Balance, Revenues and Use of Fund Bal.          | \$ 188,451,918            | \$ 188,560,190            | \$ 212,341,684                    |                           | \$ 193,427,251            | \$ 217,664,852            | \$ 239,807,834                    |                           |                                      |
| <b>EXPENDITURES</b>                                        |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Operating Expenditures - Departmental                      |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| General Government                                         |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Communications/Marketing                                   | 434,163                   | 446,274                   | 367,629                           | 82.4%                     | 440,131                   | 462,188                   | 448,578                           | 97.1%                     | 13,610                               |
| Customer Service Center                                    | 116,065                   | 118,834                   | 110,863                           | 93.3%                     | 119,327                   | 112,951                   | 114,465                           | 101.3%                    | (1,514)                              |
| Local Government Channel                                   | 204,814                   | 209,848                   | 209,453                           | 99.8%                     | 185,240                   | 187,829                   | 174,363                           | 92.8%                     | 13,466                               |
| Council/Manager                                            | 839,915                   | 859,257                   | 846,451                           | 98.5%                     | 874,179                   | 899,264                   | 885,611                           | 98.5%                     | 13,653                               |
| Parking Management                                         | 354,575                   | 367,990                   | 314,303                           | 85.4%                     | 356,563                   | 491,982                   | 488,638                           | 99.3%                     | 3,344                                |
| Tourism                                                    | -                         | -                         | 260,737                           | -                         | 997,297                   | 961,201                   | 861,506                           | 89.6%                     | 99,695                               |
| City Attorney                                              | 634,939                   | 651,504                   | 639,555                           | 98.2%                     | 663,076                   | 683,557                   | 681,013                           | 99.6%                     | 2,544                                |
| Self-Insurance (Risk Management)                           | 505,356                   | 505,356                   | 505,356                           | 100.0%                    | 505,356                   | 505,356                   | 505,356                           | 100.0%                    | -                                    |
| State Treasurer                                            | 148,249                   | 150,677                   | 146,921                           | 97.5%                     | 148,454                   | 149,295                   | 148,695                           | 99.6%                     | 600                                  |
| Comm of Revenue                                            | 684,508                   | 698,248                   | 648,933                           | 92.9%                     | 694,172                   | 703,260                   | 678,209                           | 96.4%                     | 25,051                               |
| City Assessor                                              | 705,823                   | 739,145                   | 711,796                           | 96.3%                     | 724,070                   | 735,059                   | 696,327                           | 94.7%                     | 38,732                               |
| Director of Finance                                        | 636,969                   | 663,002                   | 646,008                           | 97.4%                     | 646,466                   | 664,331                   | 615,840                           | 92.7%                     | 48,491                               |
| Billings & Collections                                     | 1,257,745                 | 1,291,104                 | 1,222,024                         | 94.6%                     | 1,286,735                 | 1,302,588                 | 1,281,578                         | 98.4%                     | 21,010                               |
| Procurement                                                | 269,792                   | 278,472                   | 286,564                           | 102.9%                    | 303,177                   | 307,879                   | 304,343                           | 98.9%                     | 3,536                                |
| Accounting                                                 | 815,216                   | 901,387                   | 820,523                           | 91.0%                     | 830,219                   | 852,639                   | 843,633                           | 98.9%                     | 9,006                                |
| Budget                                                     | 159,090                   | 163,461                   | 161,033                           | 98.5%                     | 163,519                   | 166,517                   | 160,872                           | 96.6%                     | 5,645                                |
| Human Services - Finance                                   | 330,031                   | 338,826                   | 334,974                           | 98.9%                     | 316,518                   | 322,067                   | 311,093                           | 96.6%                     | 10,974                               |
| Human Resources                                            | 691,129                   | 714,969                   | 674,243                           | 94.3%                     | 706,182                   | 731,042                   | 714,317                           | 97.7%                     | 16,725                               |
| Occupational Health Services                               | 121,174                   | 121,405                   | 100,596                           | 82.9%                     | 120,334                   | 139,318                   | 132,551                           | 95.1%                     | 6,767                                |
| Application Services                                       | 1,140,227                 | 1,183,222                 | 1,156,159                         | 97.7%                     | 1,280,498                 | 1,299,051                 | 1,259,105                         | 96.9%                     | 39,946                               |
| Network Services                                           | 1,336,261                 | 1,369,095                 | 1,324,634                         | 96.8%                     | 1,344,302                 | 1,366,411                 | 1,284,322                         | 94.0%                     | 82,089                               |
| IT Administration                                          | 455,949                   | 475,490                   | 426,761                           | 89.8%                     | 445,066                   | 452,458                   | 424,439                           | 93.8%                     | 28,019                               |
| GIS                                                        | 267,015                   | 272,558                   | 257,523                           | 94.5%                     | 264,287                   | 268,285                   | 252,251                           | 94.0%                     | 16,034                               |
| Registrar                                                  | 161,845                   | 164,067                   | 160,745                           | 98.0%                     | 170,032                   | 170,162                   | 166,942                           | 98.1%                     | 3,220                                |
| Electoral Board                                            | 58,257                    | 58,257                    | 63,792                            | 109.5%                    | 43,869                    | 43,869                    | 40,634                            | 92.6%                     | 3,235                                |
| Judicial                                                   |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Circuit Court - Judge                                      | 162,092                   | 136,820                   | 88,830                            | 64.9%                     | 161,921                   | 163,261                   | 96,180                            | 58.9%                     | 67,081                               |
| General District Court                                     | 62,550                    | 63,150                    | 65,566                            | 103.8%                    | 68,723                    | 81,065                    | 52,282                            | 64.5%                     | 28,783                               |
| Juvenile & Domestic District Court                         | 15,409                    | 16,723                    | 12,088                            | 72.3%                     | 15,409                    | 19,983                    | 10,938                            | 54.7%                     | 9,045                                |
| 24th Court Services Unit                                   | 1,632                     | 1,632                     | 1,114                             | 68.3%                     | 1,550                     | 1,550                     | 840                               | 54.2%                     | 710                                  |
| Commonwealth Attorney                                      | 1,406,739                 | 1,477,915                 | 1,453,550                         | 98.4%                     | 1,472,119                 | 1,513,746                 | 1,478,258                         | 97.7%                     | 35,488                               |
| Comm Atty Fines & Fees Coll                                | 64,827                    | 64,827                    | 58,644                            | 90.5%                     | 62,327                    | 62,327                    | 58,906                            | 94.5%                     | 3,421                                |
| Magistrates Office                                         | 4,193                     | 5,299                     | 2,182                             | 41.2%                     | 4,193                     | 3,803                     | 3,347                             | 88.0%                     | 456                                  |
| Circuit Court - Clerk                                      | 798,229                   | 808,976                   | 785,865                           | 97.1%                     | 815,411                   | 815,670                   | 797,954                           | 97.8%                     | 17,716                               |
| Sheriff                                                    | 2,133,193                 | 2,162,438                 | 2,119,209                         | 98.0%                     | 2,176,749                 | 2,176,118                 | 2,141,409                         | 98.4%                     | 34,709                               |
| Public Safety                                              |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Police Operations                                          | 14,960,872                | 15,186,964                | 15,112,714                        | 99.5%                     | 15,206,219                | 15,543,863                | 15,566,018                        | 100.1%                    | (22,155)                             |
| Animal Warden                                              | 278,208                   | 293,055                   | 233,326                           | 79.6%                     | 280,569                   | 276,535                   | 252,852                           | 91.4%                     | 23,683                               |
| Emergency Communications                                   | 2,401,588                 | 2,504,950                 | 2,375,132                         | 94.8%                     | 2,481,286                 | 2,510,556                 | 2,422,611                         | 96.5%                     | 87,945                               |
| Range Operations                                           | 15,000                    | 16,742                    | 13,478                            | 80.5%                     | 15,000                    | 23,208                    | 23,200                            | 100.0%                    | 8                                    |
| Off Duty Employment                                        | 525,000                   | 525,000                   | 693,687                           | 132.1%                    | 550,000                   | 550,692                   | 808,103                           | 146.7%                    | (257,411)                            |
| Fire Operations and EMS                                    | 15,010,712                | 15,216,231                | 14,782,638                        | 97.2%                     | 15,243,704                | 15,411,322                | 14,766,415                        | 95.8%                     | 644,907                              |
| TRT-Pier                                                   | 82,500                    | 82,500                    | 52,926                            | 64.2%                     | 82,500                    | 82,500                    | 49,107                            | 59.5%                     | 33,393                               |
| Public Works                                               |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Public Works Administration                                | 703,582                   | 714,239                   | 682,474                           | 95.6%                     | 754,629                   | 771,527                   | 699,779                           | 90.7%                     | 71,748                               |
| Engineering                                                | 3,262,738                 | 3,401,231                 | 3,248,109                         | 95.5%                     | 3,356,005                 | 3,400,105                 | 3,430,139                         | 100.9%                    | (30,034)                             |
| Street Maintenance                                         | 3,191,810                 | 3,296,116                 | 2,824,955                         | 85.7%                     | 3,142,424                 | 3,176,640                 | 2,718,412                         | 85.6%                     | 458,228                              |
| Snow Removal                                               | 187,975                   | 227,606                   | 260,880                           | 114.6%                    | 192,254                   | 442,115                   | 520,758                           | 117.8%                    | (78,643)                             |
| Refuse Collection                                          | 2,269,620                 | 2,445,540                 | 2,643,926                         | 108.1%                    | 2,545,139                 | 2,426,059                 | 2,539,953                         | 104.7%                    | (113,894)                            |
| Parks/Grounds Maintenance                                  | 2,469,597                 | 2,519,274                 | 2,510,861                         | 99.7%                     | 2,485,932                 | 2,465,480                 | 2,684,256                         | 108.9%                    | (218,776)                            |
| Baseball Stadium Maintenance                               | 93,063                    | 103,183                   | 102,524                           | 99.4%                     | 93,063                    | 97,714                    | 110,218                           | 112.8%                    | (12,504)                             |
| Building Maintenance                                       | 3,148,263                 | 3,286,967                 | 3,509,021                         | 106.8%                    | 3,275,709                 | 3,332,866                 | 3,530,058                         | 105.9%                    | (197,192)                            |
| Human Services Maintenance                                 | 208,383                   | 215,191                   | 241,071                           | 112.0%                    | 208,383                   | 208,745                   | 261,363                           | 125.2%                    | (52,618)                             |
| <b>Subtotal Est. Operating Expenditures - Departmental</b> | <b>\$ 65,786,882</b>      | <b>\$ 67,515,017</b>      | <b>\$ 66,272,346</b>              | <b>98.2%</b>              | <b>\$ 68,320,287</b>      | <b>\$ 69,536,009</b>      | <b>\$ 68,498,037</b>              | <b>98.5%</b>              | <b>\$ 1,037,972</b>                  |

GENERAL FUND  
FINANCIAL SUMMARY  
As of June 30, 2015

|                                                                      | FY 2014 Adopted<br>Budget | FY 2014 Amended<br>Budget | FY 2014 Actual<br>4th Qtr 6/30/14 | FY 2014<br>% of<br>Budget | FY 2015 Adopted<br>Budget | FY 2015 Amended<br>Budget | FY 2015 Actual<br>4th Qtr 6/30/15 | FY 2015<br>% of<br>Budget | FY 2015<br>Amnd Budget<br>vs. Actual |
|----------------------------------------------------------------------|---------------------------|---------------------------|-----------------------------------|---------------------------|---------------------------|---------------------------|-----------------------------------|---------------------------|--------------------------------------|
| Subtotal Est Operating Expenditures Departmental                     | \$ 65,786,882             | \$ 67,515,017             | \$ 66,272,346                     |                           | \$ 68,320,287             | \$ 69,536,009             | \$ 68,498,037                     |                           |                                      |
| Continued Operating Expenditures Departmental:<br>Health and Welfare |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Social Services Administration                                       | 6,563,694                 | 6,919,421                 | 6,581,052                         | 95.1%                     | 6,867,333                 | 7,165,106                 | 6,846,747                         | 95.6%                     | 318,359                              |
| Public Assistance                                                    | 7,511,743                 | 7,523,851                 | 7,988,870                         | 106.2%                    | 7,414,648                 | 8,485,479                 | 8,402,101                         | 99.0%                     | 83,378                               |
| Juvenile Services Administration                                     | 335,382                   | 344,257                   | 179,972                           | 52.3%                     | 314,208                   | 317,361                   | 197,093                           | 62.1%                     | 120,268                              |
| Regional Detention Home                                              | 767,768                   | 767,768                   | 439,373                           | 57.2%                     | 452,768                   | 602,768                   | 670,910                           | 111.3%                    | (68,142)                             |
| Opportunity House                                                    | 642,628                   | 654,777                   | 580,057                           | 88.6%                     | 607,986                   | 617,066                   | 596,209                           | 96.6%                     | 20,857                               |
| SPARC House                                                          | 594,169                   | 609,633                   | 604,225                           | 99.1%                     | 612,185                   | 623,949                   | 600,143                           | 96.2%                     | 23,806                               |
| CSA Service Providers                                                | 1,384,844                 | 1,386,085                 | 1,390,961                         | 100.4%                    | 1,346,444                 | 1,347,297                 | 1,363,216                         | 101.2%                    | (15,919)                             |
| Lynchburg Outreach Program                                           | 276,383                   | 282,288                   | 183,381                           | 65.0%                     | 184,465                   | 186,290                   | 184,490                           | 99.0%                     | 1,800                                |
| Parks Recreation and Cultural                                        |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Parks and Recreation                                                 | 3,045,382                 | 3,109,954                 | 2,885,133                         | 92.8%                     | 3,194,601                 | 3,853,985                 | 3,612,175                         | 93.7%                     | 241,810                              |
| Public Library                                                       | 1,464,212                 | 1,519,024                 | 1,410,148                         | 92.8%                     | 1,534,941                 | 1,567,054                 | 1,553,476                         | 99.1%                     | 13,578                               |
| Law Library                                                          | 33,770                    | 33,770                    | 22,650                            | 67.1%                     | 33,770                    | 33,770                    | 20,561                            | 60.9%                     | 13,209                               |
| Museums                                                              | 432,037                   | 446,567                   | 413,537                           | 92.6%                     | 436,247                   | 446,109                   | 437,272                           | 98.0%                     | 8,837                                |
| Community Development                                                |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Director                                                             | 347,905                   | 358,202                   | 310,623                           | 86.7%                     | 307,662                   | 310,088                   | 295,985                           | 95.5%                     | 14,103                               |
| Planning                                                             | 305,378                   | 476,505                   | 377,772                           | 79.3%                     | 330,568                   | 445,544                   | 408,468                           | 91.7%                     | 37,076                               |
| Inspections                                                          | 774,675                   | 822,424                   | 772,160                           | 93.9%                     | 820,432                   | 833,096                   | 783,898                           | 94.1%                     | 49,198                               |
| GIS                                                                  | 154,652                   | 158,779                   | 151,947                           | 95.7%                     | 186,680                   | 188,573                   | 165,619                           | 87.8%                     | 22,954                               |
| Economic Development                                                 | 316,389                   | 476,291                   | 430,512                           | 90.4%                     | 318,455                   | 564,004                   | 587,903                           | 104.2%                    | (23,899)                             |
| Operating Expenditures Non-Departmental:                             | 16,660,561                | 17,148,507                | 17,042,174                        | 99.4%                     | 15,558,918                | 15,814,598                | 16,647,520                        | 105.3%                    | (832,922)                            |
| Total Est. Operating Expenditures                                    | 107,398,454               | 110,553,120               | 108,036,893                       | 97.7%                     | 108,842,598               | 112,938,146               | 111,871,823                       | 99.1%                     | 1,066,323                            |
| TRANSFERS TO OTHER FUNDS                                             |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Airport Fund                                                         | 289,061                   | 289,061                   | 218,809                           | 75.7%                     | 152,443                   | 152,443                   | 96,600                            | 63.4%                     | 55,843                               |
| City/Federal state Aid Fund                                          | 41,720                    | 112,074                   | 176,208                           | 157.2%                    | 42,358                    | 258,392                   | 258,138                           | 99.9%                     | 254                                  |
| Fleet Debt Service                                                   | -                         | 33,306                    | 33,306                            | 0.0%                      | -                         | -                         | -                                 | 0.0%                      | -                                    |
| Fleet - Vehicle Replacement                                          | -                         | -                         | -                                 | 0.0%                      | 135,739                   | 135,739                   | -                                 | 0.0%                      | 135,739                              |
| Stormwater                                                           | -                         | -                         | -                                 | 0.0%                      | -                         | -                         | -                                 | 0.0%                      | -                                    |
| Sewer                                                                | -                         | -                         | -                                 | 0.0%                      | -                         | -                         | -                                 | 0.0%                      | -                                    |
| Stadium Fund - Debt/Operating Expenses                               | -                         | -                         | -                                 | 0.0%                      | -                         | -                         | -                                 | 0.0%                      | -                                    |
| Technology Fund                                                      | 625,705                   | 658,818                   | 658,818                           | 100.0%                    | 622,294                   | 670,338                   | 670,338                           | 100.0%                    | -                                    |
| Total Transfers to Other Funds                                       | 956,486                   | 1,093,259                 | 1,087,141                         | 99.4%                     | 952,834                   | 1,216,912                 | 1,025,076                         | 84.2%                     | 191,836                              |
| SCHOOLS - OPERATIONS                                                 | 38,201,147                | 38,708,634                | 35,639,012                        | 92.1%                     | 38,924,147                | 39,906,147                | 36,319,745                        | 91.0%                     | 3,586,402                            |
| DEBT SERVICE                                                         |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| General Fund                                                         | 7,042,641                 | 7,218,789                 | 7,322,127                         | 101.4%                    | 7,655,800                 | 31,091,882                | 31,031,999                        | 99.8%                     | 59,883                               |
| Stadium                                                              | 206,527                   | 206,527                   | 206,526                           | 100.0%                    | 445,619                   | 760,660                   | 760,260                           | 99.9%                     | 400                                  |
| Group Home                                                           | -                         | -                         | -                                 | 0.0%                      | -                         | 273,374                   | 273,373                           | 100.0%                    | 1                                    |
| Schools                                                              | 6,565,401                 | 6,583,083                 | 6,580,193                         | 100.0%                    | 8,805,883                 | 8,274,325                 | 8,262,032                         | 99.9%                     | 12,293                               |
| Total Debt Service                                                   | 13,814,569                | 14,008,399                | 14,108,846                        | 100.7%                    | 16,907,302                | 40,400,241                | 40,327,664                        | 99.8%                     | 72,577                               |
| RESERVES                                                             |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Other Post Employment Benefits (OPEB)                                |                           |                           | 250,000                           |                           | 250,000                   |                           | 250,000                           |                           |                                      |
| Post Closure                                                         |                           |                           | 337,563                           |                           |                           |                           | 380,102                           |                           |                                      |
| Law Library                                                          |                           |                           | 80                                |                           |                           |                           |                                   |                           |                                      |
| Debt Service - HHS                                                   |                           |                           | 3,044,657                         |                           |                           |                           |                                   |                           |                                      |
| Return of School Funding                                             |                           |                           | 3,069,622                         |                           |                           |                           |                                   |                           |                                      |
| Committed Funds - GASB54                                             |                           |                           | 518,055                           |                           |                           |                           | 728,343                           |                           |                                      |
| Assigned Funds - GASB54                                              |                           |                           | 143,365                           |                           |                           |                           |                                   |                           |                                      |
| Parking Oper - GASB54                                                |                           |                           | 180,551                           |                           | 38,575                    |                           | 38,575                            |                           |                                      |
| GLTC                                                                 |                           |                           | 360,431                           |                           |                           |                           | 43,702                            |                           |                                      |
| Bud Alc - Merit                                                      |                           |                           |                                   |                           |                           |                           |                                   |                           |                                      |
| Bud Alc - VRS                                                        |                           |                           |                                   |                           | 1,080,000                 |                           |                                   |                           |                                      |
| PIER                                                                 |                           |                           | 39,574                            |                           | 139,985                   |                           | 33,394                            |                           |                                      |
| HHS - FFE                                                            |                           |                           |                                   |                           | 1,251,988                 |                           | 1,251,988                         |                           |                                      |
| FY15 interest earnings OPEB and Health                               |                           |                           |                                   |                           |                           |                           | 22,386                            |                           |                                      |
| Designate Funds to be Transferred to Tech Fund in FY16               |                           |                           |                                   |                           |                           |                           | 53,826                            |                           |                                      |
| FY15 Designate P&R program revenue                                   |                           |                           |                                   |                           |                           |                           | 86,895                            |                           |                                      |
| Assign funds to BRRJA                                                |                           |                           |                                   |                           |                           |                           | 79,363                            |                           |                                      |
| LCS true up                                                          |                           |                           |                                   |                           |                           |                           | 3,586,482                         |                           |                                      |
| Recreacton Programs                                                  |                           |                           | 122,539                           |                           |                           |                           |                                   |                           |                                      |
| Fire Equipment                                                       |                           |                           | 50                                |                           |                           |                           |                                   |                           |                                      |
| Assign VA Land Conserv                                               |                           |                           | 2,314                             |                           |                           |                           |                                   |                           |                                      |
| Assign RSA Excess                                                    |                           |                           | 717,368                           |                           |                           |                           |                                   |                           |                                      |
| CSX                                                                  |                           |                           | 44,380                            |                           |                           |                           |                                   |                           |                                      |
| 1/28/14 Council #7                                                   |                           |                           | 250,000                           |                           |                           |                           |                                   |                           |                                      |
| Interest earnings                                                    |                           |                           | 31,413                            |                           |                           |                           |                                   |                           |                                      |
| Debt Service - CVRRB                                                 |                           |                           | 45,180                            |                           |                           |                           |                                   |                           |                                      |
| Contingency                                                          |                           |                           | 700,000                           |                           | 600,000                   |                           | 600,000                           |                           |                                      |
| Total Reserves                                                       | -                         | -                         | 9,857,142                         |                           | 3,360,548                 | -                         | 7,155,056                         |                           |                                      |
| TOTAL EXPENDITURES                                                   | \$ 160,370,656            | \$ 164,363,412            | \$ 168,729,034                    |                           | \$ 168,987,429            | \$ 194,461,446            | \$ 196,699,364                    |                           |                                      |

GENERAL FUND  
FINANCIAL SUMMARY  
As of June 30, 2015

|                                          | FY 2014<br>Adopted Budget | FY 2014<br>Amended Budget | FY 2014 Actual<br>4th Qtr 6/30/14 | FY 2014<br>% of<br>Budget | FY 2015<br>Adopted Budget | FY 2015<br>Amended Budget | FY 2015 Actual<br>4th Qtr 6/30/15 | FY 2015<br>% of<br>Budget |
|------------------------------------------|---------------------------|---------------------------|-----------------------------------|---------------------------|---------------------------|---------------------------|-----------------------------------|---------------------------|
| TRANSFERS TO CAPITAL FUNDS               |                           |                           |                                   |                           |                           |                           |                                   |                           |
| School Capital Projects Fund             | \$ 3,252,460              | \$ 5,027,191              | \$ 5,027,191                      | 100.0%                    | \$ 2,425,000              | \$ 5,043,287              | \$ 4,088,287                      | 81.1%                     |
| City Capital Projects Fund               | 3,777,878                 | 4,581,648                 | 4,706,960                         | 102.7%                    | 4,914,676                 | 6,939,640                 | 6,930,260                         | 99.9%                     |
| Total Transfers to Capital Funds         | 7,030,338                 | 9,608,839                 | 9,734,151                         | 101.3%                    | 7,339,676                 | 11,982,927                | 11,018,547                        | 92.0%                     |
|                                          |                           |                           |                                   |                           |                           |                           |                                   |                           |
| TOTAL EXPENDITURES, RESERVES & TRANSFERS | 167,400,994               | 173,972,251               | 178,463,185                       | 102.6%                    | 176,327,105               | 206,444,373               | 207,717,911                       | 100.6%                    |
|                                          |                           |                           |                                   |                           |                           |                           |                                   |                           |
| Remaining Unassigned Fund Balance        | 21,050,924                | 14,587,939                | 33,878,499                        | 232.2%                    | 17,100,146                | 11,220,479                | 32,089,923                        | 286.0%                    |
|                                          |                           |                           |                                   |                           |                           |                           |                                   |                           |
| Committed and Assigned Fund Balance      | -                         | -                         | 15,074,420                        |                           | 13,354,248                | -                         | 16,000,118                        |                           |
|                                          |                           |                           |                                   |                           |                           |                           |                                   |                           |
| TOTAL FUND BALANCE                       | \$ 21,050,924             | \$ 14,587,939             | \$ 48,952,920                     | 335.6%                    | \$ 30,454,394             | \$ 11,220,479             | \$ 48,090,041                     | 428.6%                    |

|                                       |      |      |               |  |               |      |               |                              |
|---------------------------------------|------|------|---------------|--|---------------|------|---------------|------------------------------|
| Committed and Assigned Fund Balance   |      |      |               |  |               |      |               |                              |
| Committed Fund Balance                |      |      | 470,011       |  |               |      | 500,869       | Committed Fund Balance       |
| Health Insurance                      |      |      | 695,467       |  | 677,017       |      | 713,510       | Health Insurance             |
| Contingencies                         |      |      | -             |  | 600,000       |      | -             | Contingencies                |
| Technology                            |      |      | 48,044        |  |               |      | 53,826        | Technology                   |
| Detention Home Workers Comp           |      |      | 100,000       |  | 100,000       |      | 100,000       | Detention Home Workers Comp  |
| SW Debt Retire                        |      |      | 841,605       |  | 587,281       |      | 587,281       | SW Debt Retire               |
| Future Post Closure Costs             |      |      |               |  | 604,284       |      |               | Future Post Closure Costs    |
| OPEB                                  |      |      | 1,627,471     |  | 1,864,510     |      | 1,881,814     | OPEB                         |
| GLTC Spc Ed Dis Prop                  |      |      | 904,291       |  | 543,860       |      | 587,562       | GLTC Spec Reserve            |
| Schl Spc Ed Dis Prop                  |      |      | 321,000       |  | 321,000       |      | 321,000       | Schl Spc Ed Dis Prop         |
| HHS Debt Service - Recurring          |      |      | 1,894,223     |  |               |      |               | HHS Debt Service - Recurring |
|                                       |      |      |               |  | 3,146,211     |      | 2,672,682     | HHS FFE                      |
| Armstrong                             |      |      | 250,000       |  |               |      | 29,086        | Armstrong                    |
|                                       |      |      |               |  |               |      | 38,575        | Parking                      |
| Debt Service CVRRB                    |      |      | 5,929         |  |               |      |               | Debt Service CVRRB           |
| Pub Safety Comp Adj                   |      |      | 13,968        |  |               |      |               | Pub Safety Comp Adj          |
| School Textbooks                      |      |      | 1,432,254     |  | 1,432,254     |      | 655,254       | School Textbooks             |
| School Health Ins Reserve             |      |      | 1,440,608     |  | 1,440,608     |      | 1,740,608     | School Health Ins Reserve    |
| School Future Exp Needs               |      |      |               |  |               |      |               | School Future Exp Needs      |
| Total Committed Fund Balance          |      | -    | 10,044,871    |  | 11,317,025    | -    | 9,882,067     | Total Committed Fund Balance |
| Assigned Fund Balance                 |      |      | 143,365       |  |               |      | 227,474       | Assigned Fund Balance        |
| Return of School Funding              |      |      | 3,349,440     |  | 279,818       |      | 3,987,555     | Return of School Funding     |
| Law Library                           |      |      | 64,929        |  | 74,885        |      | 53,488        | Law Library                  |
| Hlth Ins Reserve                      |      |      | 364,538       |  | 364,538       |      | 364,538       | Health Ins Reserve           |
| Future Post Closure                   |      |      |               |  | 567,755       |      | 380,102       | Future Post Closure          |
| Museum                                |      |      | 50,028        |  | 50,028        |      | 50,028        | Museum                       |
| Recreation Programs                   |      |      | 234,629       |  | 20,133        |      | 229,568       | Recreation Programs          |
| Dental Insurance Reserve              |      |      | 150,000       |  | 150,000       |      | 150,000       | Dental Insurance Reserve     |
| Fire Equipment                        |      |      | 144,380       |  |               |      | 80,922        | Fire Equipment               |
| LOD Death Benefit                     |      |      | 211,904       |  | 211,904       |      | 211,904       | LOD Death Benefit            |
| LOD Health Benefit                    |      |      | 145,000       |  | 145,000       |      | 145,000       | LOD Health Benefit           |
| Pub Safety Comp Adj                   |      |      |               |  |               |      |               | Pub Safety Comp Adj          |
|                                       |      |      |               |  |               |      | 79,363        | BRRJA                        |
|                                       |      |      |               |  | 34,498        |      |               | PW - Snow                    |
| Adopt-A-Bed                           |      |      | 2,314         |  | 2,314         |      | 2,314         | VA Land Conserv              |
| Parking Operations                    |      |      | 3,113         |  | 3,281         |      | 3,113         | Adopt-A-Bed                  |
| Point of Honor                        |      |      | 112,085       |  | 110,139       |      | 65,465        | Parking Operations           |
| Police Range Oper                     |      |      | 2,653         |  | 2,653         |      | 2,653         | Point of Honor               |
| Health Mgmt Oper                      |      |      | 1,889         |  | 569           |      | 1,889         | Police Range Oper            |
| PIER                                  |      |      | 49,232        |  | 19,658        |      | 82,625        | Health Mgmt Oper             |
|                                       |      |      | 50            |  | 50            |      | 50            | PIER                         |
| Total Assigned Fund Balance           | -    | -    | 5,029,549     |  | 2,037,223     | -    | 6,118,051     | Fire Restitution             |
| Total Committed/Assigned Fund Balance | \$ - | \$ - | \$ 15,074,420 |  | \$ 13,354,248 | \$ - | \$ 16,000,118 | Total Assigned Fund Balance  |

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: **4**

CONSENT:                      REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Additional Foster Care (Family Support Specialist) Position**

RECOMMENDATION: Adopt a resolution to amend the FY 2016 General Fund budget to approve the addition of a Family Support Specialist (1 FTE) for the Foster Care Unit within the Department of Human Services.

SUMMARY: The Foster Care Program provides services to children and families when circumstances require the child to be removed from their home. Foster care provides a safe and stable environment for children and older youth until the issues that made placement outside the home necessary are resolved. Currently there are 165 children in foster care and eight Family Support Specialists (FSS) dedicated to provide foster care services. Each FSS has about 20 individuals/families to manage. Industry standards recommend 15 or less per worker. It is also important to note that due to budget constraints two FSS positions were eliminated in FY 2011.

The total cost for an entry level Family Support Specialist is \$44,821, of which 85% (\$38,097) is reimbursed by the State and 15% (\$6,724) is local cost. The local cost has been identified in the current Human Services budget; therefore no additional local dollars are needed.

PRIOR ACTION(S): Finance Committee, October 27, 2015

FISCAL IMPACT: The addition of 1 FTE Family Support Specialist for the Foster Care Unit within the Department of Human Services.

CONTACT(S): Tamara Rosser, Director, Department of Human Services, 455-5794

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2016 General Fund budget is amended to approve the addition of a Family Support Specialist (1 FTE) for the Foster Care Unit within the Department of Human Services.

Adopted:

Certified:

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Clerk of Council

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: **5**

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant**

RECOMMENDATION: Adopt a resolution to amend the FY 2016 City/Federal/State Aid Fund budget and appropriate \$205,486 with resources from a Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant and \$103,818 from Reserve for Contingencies Fund to purchase and implement a Body-Worn Camera program for the Police Department.

SUMMARY: The City was awarded \$205,486 in Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant funding. Funding will be utilized to purchase and implement a Body-Worn Camera (BWC) program for the Police Department. Total cost during FY16 is \$309,304 of which \$205,486 is reimbursable by the grant. \$103,818 is required local funding.

The development and implementation of BWC programs represents a significant change and opportunity for community policing. There is general acknowledgement that an effective BWC program can enhance community relations through increased openness and transparency regarding police operations and interactions with the public. In many communities, the number of complaints regarding officer use of force or other negative interactions has fallen after the implementation of a BWC program.

The City was very fortunate to receive a grant from the Department of Justice for the implementation of a BWC program. In addition to financial support the City will receive guidance on policy development regarding such issues as appropriate utilization guidelines, data retention and information sharing.

Attached are the program narrative for the BWC program that the LPD submitted to the Justice Department and a timeline for implementation. The plan is for the first cameras to be deployed in the Spring of 2016, with full program implementation completed by September 30, 2017, at the end of the grant period. All of the hardware for the BWC will be purchased in FY 2016, with reimbursement from the grant.

Prior to the deployment of BWC's a policy guiding their utilization will be adopted. A draft policy will be shared with community stakeholders for feedback as it will be important that the community have a clear understanding of how BWC's will be utilized, how information will be retained and shared, and how privacy and other individual rights will be protected. Officers will undergo training on camera operations, the BWC program policy, and fair and impartial policing before being issued a BWC.

Although the funding from the Department of Justice is significant, it will not cover the ongoing costs of the program, which are estimated at approximately \$350,000 a year in the Police Department alone. The Commonwealth's Attorney has indicated a need for additional personnel at a cost of approximately \$135,000 a year. There may be additional costs related to integration with the Commonwealth Attorney's case management system and to facilitate the use of BWC evidence in the courts. Most of the new costs will first appear in the FY2017 budget. More precise cost figures will be developed as program implementation proceeds.

City Council will be briefed on the draft BWC Program Policy and will be given a demonstration of capabilities at a future meeting.

PRIOR ACTION(S): May 26, 2015 Finance Committee – Approval of application submission; October 27, 2015 Finance Committee

FISCAL IMPACT: FY16- \$103,818. There will be significant ongoing costs in subsequent fiscal years as illustrated on the attached spreadsheet.

CONTACT(S): Captain R.M. Zuidema, Police Department, 455-6171; Captain M.L. Jamison, Police Department, 455-6168

ATTACHMENT(S): Resolution; BWC Program Narrative; BWC Implementation Timeline; BWC Financials

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2016 City/Federal/State Aid Fund budget is amended and \$205,486 is appropriated with resources from a Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant and \$103,818 from Reserve for Contingencies Fund to purchase and implement a Body-Worn Camera program for the Police Department.

Introduced:

Adopted:

Certified:

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Clerk of Council



**Program Narrative:**

Statement of the Problem:

1. The need to equip police officers with body worn cameras has become apparent to the Lynchburg Police Department (LPD) as we strive to remain a progressive, engaged and increasingly transparent law enforcement agency. This need is in the forefront of our agency due to several factors. In recent years the population has grown by over 12,000 people and we have seen a tremendous increase in business development during this same time. As the community experiences a growth in population and business' continue to develop, there will be an increased need for community engagement and operational transparency. In 2014 officers experienced a significant increase in the mental health workload as compared to previous years. In 2014, the LPD saw 475 combined ECO/TDO patients and 175 of these patients ultimately required transport by LPD officers. This is compared to years 2010 -2013 where we averaged 243 combined ECO/TDO patients, with an average of 50 of these patients requiring transport each year. The use of a body worn camera in situations involving a person with an altered mental state would be beneficial not only to the officer, but to the mental health workers who normally have to evaluate patients' prior behaviors based upon incomplete second and third party information.

High profile community incidents involving LPD officers in recent years have included an officer involved shooting, in custody death as well as numerous uses of force and officer complaints. These incidents have fostered divisive community reactions which might have been resolved more quickly and more definitively had BWC incident video been available. The unbiased objective data that a body worn camera could have

provided in these situations would be invaluable when investigating the incident after the fact. During 2014, LPD had 70,201 documented interactions with citizens. While the vast majority of these interactions are peaceful, officers utilized force in 62 of the 70,201 interactions. The 62 incidents reflect a 10.2% decrease from the fifteen year average of 69 incidents. Within the 62 incidents, however, 117 individual application of force were used due to the fact that more than one officer could be involved in the same incident. This is an 11.4% increase from the fifteen year average of 105 individual applications. The following summarizes the 117 individual applications of force by LPD officers during 2014:

- 82 applications of physical force to subdue an individual (70.1%)
- 25 applications of a Taser to subdue an individual (21.4%)
- 4 applications of flash-sound diversionary devices during Tactical Unit operations (3.4%)
- 1 application of OC spray to subdue an individual (0.9%)
- 2 applications of a firearm to address a vicious dog (1.7%)
- 3 applications of spike strips to terminate a vehicle pursuit (2.6%)

In 29 of the 62 use of force incidents (46.8%), one officer applied force in one of the above categories. The LPD experienced a 34.5% increase in use of force applications in 2014 (up from 87 to 117); and a 31.9% increase in use of force incidents (up from 47 to 62) when compared to 2013. The number of use of force applications in 2014 was 11.4% above the fifteen year average; the number of use of force incidents in 2014 was 10.1% below the fifteen year average. The following chart summarizes departmental use of

force data and related data for the past fifteen years - including arrests, injuries and a breakdown by type of force used in various use of force incidents:

| Use of Force Incident Data |               |          |               |          |                   |          |                            |          |                                    |          |                            |          |                                   |
|----------------------------|---------------|----------|---------------|----------|-------------------|----------|----------------------------|----------|------------------------------------|----------|----------------------------|----------|-----------------------------------|
| Year                       | Use of Force  |          |               |          | Arrests           |          | Injury Data                |          |                                    |          |                            |          |                                   |
|                            | UoF Incidents | % Change | Uses of Force | % Change | # of Arrests Made | % Change | Minor Injuries to Suspects | % Change | Minor Injuries to Suspects - Taser | % Change | Minor Injuries to Officers | % Change | % Incidents w/injuries to suspect |
| 2000                       | 66            |          | 78            |          | 7457              |          | 17                         |          |                                    |          | 5                          |          | 25.8%                             |
| 2001                       | 77            | 16.7%    | 90            | 15.4%    | 7601              | 1.9%     | 21                         | 23.5%    |                                    |          | 10                         | 100.0%   | 27.3%                             |
| 2002                       | 88            | 14.3%    | 95            | 5.6%     | 6790              | -10.7%   | 33                         | 57.1%    |                                    |          | 19                         | 90.0%    | 37.5%                             |
| 2003                       | 61            | -30.7%   | 88            | -7.4%    | 6440              | -5.2%    | 23                         | -30.3%   |                                    |          | 10                         | -47.4%   | 37.7%                             |
| 2004                       | 49            | -19.7%   | 89            | 1.1%     | 6573              | 2.1%     | 17                         | -26.1%   |                                    |          | 14                         | 40.0%    | 34.7%                             |
| 2005                       | 59            | 20.4%    | 97            | 9.0%     | 6770              | 3.0%     | 26                         | 52.9%    |                                    |          | 19                         | 35.7%    | 44.1%                             |
| 2006                       | 101           | 71.2%    | 181           | 86.6%    | 7268              | 7.4%     | 63                         | 142.3%   |                                    |          | 39                         | 105.3%   | 62.4%                             |
| 2007                       | 81            | -19.8%   | 138           | -23.8%   | 7273              | 0.1%     | 34                         | -46.0%   |                                    |          | 14                         | -64.1%   | 42.0%                             |
| 2008                       | 70            | -13.6%   | 98            | -29.0%   | 7323              | 0.7%     | 49                         | 44.1%    |                                    |          | 13                         | -7.1%    | 70.0%                             |
| 2009                       | 75            | 7.1%     | 112           | 14.3%    | 6949              | -5.1%    | 60                         | 22.4%    |                                    |          | 9                          | -30.8%   | 80.0%                             |
| 2010                       | 70            | -6.7%    | 106           | -5.4%    | 7193              | 3.5%     | 37                         | -38.3%   |                                    |          | 18                         | 100.0%   | 52.9%                             |
| 2011                       | 66            | -5.7%    | 109           | 2.8%     | 7072              | -1.7%    | 40                         | 8.1%     |                                    |          | 14                         | -22.2%   | 60.6%                             |
| 2012                       | 56            | -15.2%   | 95            | -12.8%   | 7155              | 1.2%     | 20                         | -50.0%   | 25                                 | N/A      | 14                         | 0.0%     | 35.7%                             |
| 2013                       | 47            | -16.1%   | 87            | -8.4%    | 6654              | -7.0%    | 22                         | 10.0%    | 14                                 | -44%     | 17                         | 21.4%    | 46.8%                             |
| 2014                       | 62            | 31.9%    | 117           | 34.5%    | 6022              | -9.5%    | 23                         | 4.5%     | 20                                 | 43%      | 8                          | -52.9%   | 37.1%                             |
| Average                    | 69            |          | 105           |          | 6969              |          | 32                         |          | 20                                 |          | 15                         |          | 46.3%                             |

Beginning with the 2012 LPD Use of Force Annual Report, minor injuries caused to suspects were separated into two categories: injuries caused by Taser probes and a second category capturing all other minor force-related injuries. This categorization more clearly demonstrated that the majority of injuries related to Tasers are superficial puncture wounds caused by the probes that require little or no medical treatment. Use of force data for 2013 showed a 4.5% increase in the number of suspect injuries during non-Taser use of force incidents when compared to the previous year (up from 22 to 23). During the same timeframe, there was a 43% increase in the number of suspect injuries during Taser use of force incidents (up from 14 to 20). As we continue to track injuries

caused by Taser applications, we will develop a more accurate picture of legitimate suspect injuries based on historical data. In an effort to successfully minimize injuries to both suspects and officers during use of force incidents, the department continues to provide annual training to its officers as it relates to defensive tactics and related areas. However, it is recognized that due to the circumstances involved in many use of force incidents, some injuries are likely to occur.

| Year    | Use of Force Applications by Type |          |                             |          |                             |          |        |          |          |          |
|---------|-----------------------------------|----------|-----------------------------|----------|-----------------------------|----------|--------|----------|----------|----------|
|         | Physical Force                    | % Change | OC Spray                    | % Change | Taser                       | % Change | Canine | % Change | Tactical | % Change |
| 2000    | 20                                |          | 31                          |          | X                           |          | 2      |          | 3        |          |
| 2001    | 30                                | 50.0%    | 38                          | 22.6%    | X                           | N/A      | 2      | 0.0%     | 1        | -66.7%   |
| 2002    | 46                                | 53.3%    | 29                          | -23.7%   | 2                           | N/A      | 9      | 350.0%   | 0        | -100.0%  |
| 2003    | 47                                | 2.2%     | 18                          | -37.9%   | 1                           | -50.0%   | 1      | -88.9%   | 2        | N/A      |
| 2004    | 58                                | 23.4%    | 19                          | 5.6%     | 2                           | 100.0%   | 0      | -100.0%  | 5        | 150.0%   |
| 2005    | 60                                | 3.4%     | 17                          | -10.5%   | 2                           | 0.0%     | 1      | N/A      | 7        | 40.0%    |
| 2006    | 136                               | 126.7%   | 30                          | 76.5%    | 3                           | 50.0%    | 2      | 100.0%   | 4        | -42.9%   |
| 2007    | 87                                | -36.0%   | 23                          | -23.3%   | 14                          | 366.7%   | 0      | -100.0%  | 7        | 75.0%    |
| 2008    | 45                                | -48.3%   | 4                           | -82.6%   | 40                          | 185.7%   | 2      | N/A      | 7        | 0.0%     |
| 2009    | 50                                | 11.1%    | 6                           | 50.0%    | 47                          | 17.5%    | 1      | -50.0%   | 8        | 14.3%    |
| 2010    | 50                                | 0.0%     | 3                           | -50.0%   | 46                          | -2.1%    | 1      | 0.0%     | 4        | -50.0%   |
| 2011    | 64                                | 28.0%    | 2                           | -33.3%   | 36                          | -21.7%   | 1      | 0.0%     | 6        | 50.0%    |
| 2012    | 54                                | -15.6%   | 4                           | 100.0%   | 24                          | -33.3%   | 0      | -100.0%  | 9        | 50.0%    |
| 2013    | 58                                | 7.4%     | 2                           | -50.0%   | 19                          | -20.8%   | 0      | #DIV/0!  | 6        | -33.3%   |
| 2014    | 82                                | 41.4%    | 1                           | -50.0%   | 25                          | 31.6%    | 0      | #DIV/0!  | 4        | -33.3%   |
| Average | 59                                |          | 3                           |          | 34                          |          | 1      |          | 5        |          |
|         |                                   |          | Average 2008-Present        |          | Average 2008-Present        |          |        |          |          |          |
|         |                                   |          | (full Taser implementation) |          | (full Taser implementation) |          |        |          |          |          |

During 2014, 46 internal investigations were conducted based on allegations of misconduct or inappropriate performance/demeanor by LPD officers. Of these investigations, 18 (or 39%) allegations were misconduct complaints and 28 (or 61%) allegations were performance/demeanor complaints. Investigation of misconduct allegations would obviously be enhanced by BWC evidence. Consistent, objective video

documentation of citizen encounters with officers would be proven an invaluable resource when investigating use of force incidents and claims of officer misconduct.

2. The City of Lynchburg is located in central Virginia. The City is 49.8 square miles and has a population of 78,014 according to the 2013 U.S. Census. The current demographic statistic report shows that Lynchburg is 65.8% white, 28.6% black and 5.6% other (comprised of mostly Asian and Hispanic/Latino). Lynchburg's population below the poverty level is at 22.7% which is much higher than the national average of 14.5% and even the Virginia state level of 13.3%.
3. BWC systems will provide us with a non-biased view of incidents and allow us to conduct more thorough investigations into complaints against employees , and more objectively review use of force incidents. Over the last five years the LPD has investigated a total of 212 complaints against employees. Of these, 46% were either non-sustained or unfounded. Over the same time period officers with the LPD were involved in 300 incidents of Use of Force where 513 applications of force were used by individual officers. The LPD believes that the use of BWC systems will promote the following results:
  - ultimately reduce the amount of citizen complaints against employees;
  - ultimately reduce the frequency and degree of officer application of force;
  - lead to more conclusive findings in the internal investigations of complaints against employees;
  - provide officers with incident information that will enhance reporting accuracy;
  - reduce the staff hours required to complete complaint and use of force investigations;

- promote LPD operational transparency and thus enhance both citizen and officer accountability;
  - facilitate identified training needs and take corrective action when necessary;
  - allow for random audits of officer operational effectiveness. Again as a means of identifying training needs and job performance issues.
4. The expectation for the availability of digital evidence in the adjudication of cases has increased significantly over the past several years. Prosecutors, judges and juries are routinely asking for digital evidence of arrest situations in order to more accurately assess the merits of a criminal case. Although many of our patrol vehicles are equipped with in-car cameras, these devices only capture video of events that occur directly in front of the vehicle and audio for a very limited range away from the vehicle. The implementation of body worn cameras will allow officers to capture incidents (regardless of location) that regularly lead to arrests and criminal prosecution. Additionally, countless hours are currently spent investigating citizen complaints of officer misconduct and officer use of force applications. Investigating supervisors often receive conflicting accounts of the incident from the involved citizen and the involved officer. The implementation of body worn cameras would allow supervisors to bring these investigations to a more accurate and efficient resolution.
5. The LPD is committed to maintain an engaged, professional and service-oriented approach to working with other community members. We clearly recognize that proactive, effective policing is not all about enforcement efforts. Our collective success is ultimately dependent upon how effectively we educate the community and how positively engaged LPD employees are within the community. Ultimately all three of

these priority areas are dependent upon the various relationships we establish and maintain throughout the community: that is why we invest so heavily in them. We enjoy a strong working relationship with the following organizations: the Lynchburg Commonwealth's Attorney's Office, the Lynchburg Chapter of the NAACP, the Lynchburg City School System, the Boys and Girls Club of Greater Lynchburg, The Salvation Army, The United Way of Central Virginia, CASA, the Mental Health Association of Central Virginia, The Commonwealth Autism Board, the Community Criminal Justice Board, the Crisis Intervention Training Advisory Board, the Central Virginia Traffic Safety Board, the Blue Ridge Regional Safety Board, the Regional Domestic Violence Coalition, the YWCA Advisory Board, and a host of other community entities and regional law enforcement partners. Though this list is certainly not all encompassing, it does shed some insight on how we work collaboratively with the community to provide effective law enforcement services here in Lynchburg. If awarded this grant, we would certainly demonstrate this same collaborative spirit in how we implement and maintain our BWC program – from policy development and implementation to installation/usage of cameras, to the uploading of data to storage and the management of the data. This level of cooperation also speaks to the fact that the LPD's ultimate purpose for a BWC program is to enhance our operational transparency. We feel that it is very important that we be able to effectively utilize all available technology to capture video/audio of our officers' interactions with the public – this is predicated upon recent events around the country that are inevitably impacting the entire law enforcement profession. The benefit of this is two-fold. It will enable us to effectively capture as much evidentiary information as possible with regards to criminal

and traffic-related violations that will ultimately wind up in court; and it will afford the Department with as much information as possible as we investigate complaints against our officers – this is important because we need to be able effectively refute allegations that are false and have no merit and, conversely we need to know when allegations are merited so we can take the appropriate action – whether it be identified training needs or require disciplinary action.

6. We will seek input from and partner with the Commonwealth of Virginia Attorney General's Office, the Lynchburg City Attorney's Office and the 24th Judicial District Magistrate's Office in developing policies and tracking mechanism that deal with legal liabilities of FOIA. We will review the Library of Virginia storage, retention, redaction and expungement requirements and implement policies to adhere to those standards. The LPD will partner with the 24th Judicial District Magistrate's Office, local Public Defenders Office, NAACP, ACLU, YWCA, Coalition against Domestic Violence, Lynchburg Juvenile Services and other victim advocacy groups to ensure privacy and civil rights concerns are addressed.
7. The LPD is currently authorized 170 sworn officer positions and 3 sworn grant officer positions for a total of 173 sworn officers. All of our sworn personnel have daily interaction with members of the community outside of the agency. The LPD is projecting to outfit 173 of our sworn personnel with body-worn camera systems.

Project Design and Implementation:

Please see attached "Project Design and Implementation Timeline"

Capabilities and Competencies:



- A. The LPD currently has five information technology (IT) positions with a combined 76 years of Public Safety Information Systems support experience. This experience includes, but is not limited to, the following support areas: an information desk, computer hardware/software, smart phone, server, networking, 800\900 MHz portable radio, in-car digital video, programming, and database administration. To help protect the confidentiality of criminal history records, the LPD IT staff maintains a firewall to segregate its network from the rest of the City of Lynchburg municipal offices.
- B. It is LPD policy development practice to seek input from all internal and external resources. We consult with and review other law enforcement agencies policies and the International Association of Chiefs of Police policies. We also consult with stakeholders in the community such as the Commonwealth Attorney's Office, juvenile probation and parole and our emergency communications center. Furthermore, when the LPD develops a policy, we take into consideration what the best professional practices are according the Commission on Accreditation for Law Enforcement Agencies (CALEA). The LPD has been accredited by CALEA since 1989: our agency was re-accredited with distinction in March, 2015. Once a rough draft of a policy has been developed, the policy is submitted through a review process, and is revised by the Accreditation Manager, the Division Captains, the Deputy Chiefs and the Chief of Police. Additionally, we solicit the opinions of employees within the department so in order incorporate the widest possible range of opinion into the policy appraisal. After the review process has been completed, and the policy is finalized by the Chief of Police, the policy is electronically placed on the

department's eSign System. The eSign system is the primary source of internal communication, and allows for department wide employee distribution, and review of the policy. After reviewing the policy and electronically acknowledging an understanding of the responsibilities and expectations associated with the policy, the employee will then complete an electronic test based on the policy's content. This test will evaluate the employees understanding of the material, and be used as one of many sources of training for the department. Additionally, policy changes are communicated to officers and department staff through roll call training at the beginning of their shift, employee in service training sessions, and biennial weapons and equipment qualification training days.

CALEA promotes a "best practices" standards for law enforcement agency use of in-car and body worn camera systems. The LPD is currently in compliance with the in car camera portion of the standard. LPD will create a policy to comply with the body worn camera portion of the standard if and when the LPD acquires body worn cameras. When creating a body worn camera policy, the LPD will consider the following at a minimum:

- a. A statement on purpose and organizational philosophy regarding use of the device, to include who will be assigned the device and where on the uniform it will be worn.
- b. Detailed recording protocols including requirements and restrictions for activation and deactivation of the device

- c. Criminal and administrative use of camera captured data, to include circumstances in which supervisors are authorized to review body worn camera footage, as well as release recorded data outside the department.
- d. Data storage and retention requirements for both evidentiary and non-evidentiary data.
- e. Equipment maintenance and inspection procedures for the device.
- f. Training requirements for users and supervisors to include a review of related state laws, as well as scenario based training in which the activation and deactivation of the camera may occur.
- g. Requirements for a documented review of camera captured data including frequency and quantity.

The LPD acknowledges that the establishment of policy is critical to recognize enhanced organizational credibility, which can be accomplished through the deployment of body worn cameras. LPD must be consistent in our activation of body worn cameras, as well as the application of captured data to build and maintain community trust.

- C. The LPD's network structure consists of 1 Gigabyte per second data connections.

Our devices are interconnected using mainly Cisco networking devices and is segregated from the rest of the City's network by a Cisco Adaptive Security Device (ASA). Servers installed on our network include Domain and File Services, SQL, RMS, Automated License Plate Recognition (ALPR), In-Car Video and other Public Safety related services. LPD users utilize a total of 250 computers, laptops and tablets. Seventy-four of our users have been issued Apple iPhones.

D. In 2012 the LPD was awarded a grant to begin a Crisis Intervention Team (CIT) program for the Central Virginia region. One requirement of the grant was that a broadly representative advisory group be formed from the criminal justice, public safety and mental health treatment communities to provide input, guidance, policy perspective and support of this program. From this collaboration the Lynchburg-Central Virginia CIT Advisory Council (LCV CIT) was created. It began with twelve members and currently stands at seventeen. As new resources were discovered within the community, they were invited to participate in the work of the Council. The LCV CIT program conforms in all respects to the state requirements established in Virginia Code and in three short years has become one of the leading CIT programs in the Commonwealth of Virginia.

The program is built around a training platform that teaches the improvement of communication skills to law enforcement officers and other first responders so that they can more effectively communicate with persons with mental illness or other behavioral or developmental disabilities. This is important because when such people are in a crisis state of mind they may not be able to communicate their needs in a way that others understand or they may act out in a violent or bizarre manner due to frustration. The ability of officers to understand people in crisis allows them to de-escalate potentially violent or hazardous situations. It also allows them to communicate effectively with mental health treatment professionals in making a custody transfer which is critical to the treatment and recovery of the person in crisis. It also provides far greater potential for such people to be taken into treatment rather

than inappropriately incarcerated where their mental health problem might well be exacerbated.

The training program consists of instructors from nearly all of the community partners plus additional volunteer instructors. Approximately thirty instructors participate in each 40-hour class representing ten of the Council member agencies. This program, operating completely within Virginia Code, has changed the way in which calls involving persons in mental health crisis are handled in Central Virginia. It has greatly reduced the amount of time that patrol officers must retain custody of persons before they can return to their other duties and it has reduced the number of incidents that involve violent behavior which have the potential of injury to both the person in crisis, the first responders and/or the mental health treatment professionals involved.

The mental health treatment agencies who are partners in this program have service areas that far exceed the City of Lynchburg. The LCV CIT program has reached out to the law enforcement agencies of four surrounding counties, three towns and two higher education institutions and brought them into the program through a permanent committee of the Advisory Council. In this way, the improvements in training, procedures and handling of consumers is shared throughout the entire Central Virginia region served by the mental health treatment community. Since October of 2013, nearly 200 law enforcement officers (roughly 50%) and first responders have been trained toward our goal of having 90% of all law enforcement officers trained by the end of 2017.

The LCV CIT program members are: the LPD, Horizon Behavioral Health, Centra Health, HumanKind, Lynchburg Commonwealth's Attorney, Chief Magistrate 24<sup>th</sup> Judicial District, Community Corrections and Probation Services, Lynchburg Fire Department, Lynchburg Sheriff's Office, Mental Health America of Central Virginia, Lynchburg Department of Emergency Services, the Public Defender's Office, the Department of Social Services, Adult Protective Service, Roads to Recovery Addiction Counseling and Recovery, the Virginia Wounded Warriors Program and the Johnson Health Center (a Federally Qualified Health Center).

The permanent Law Enforcement Committee consists of all area law enforcement agencies; including five sheriff offices, three town police departments, two college/university police departments, the Blue Ridge Regional Jail Authority and the LPD.

- E. The LPD has a laptop installed in each of its patrol vehicles. Each of these devices has Sungard's Mobile Computing Application (MCT) installed. The purpose of MCT is to connect officers, supervisors and dispatch personnel to life-saving information. In order to manage the Internet/VPN connection our programming staff wrote a custom application called Mobile Connect. Mobile Connect automates the process of dialing/connecting a cellular modem and establishing our agency's virtual private network(VPN), which in turn allows the required data connection to our dispatch center's Computer Aided Dispatch(CAD) system. Our department created a custom Mobile Field Reporting system that allows Officers to electronically file reports and other documents.
- F. Please see attached "Letters of Support"

Program Continuity:

The LPD presented the Body-Worn Camera Pilot Implementation Program to the City of Lynchburg, City Council during the May 26, 2015 Finance Committee Meeting to seek their approval of submission for this grant application. The City Council members present approved the submittal with the understanding that once the grant funding period ended, the City would be required to financially absorb the costs of the BWC program.

Plan for Collecting the Data Required for this Solicitation's Performance Measures and

Sustainment:

The LPD will hire a full-time employee to manage the Body-Worn camera system. This individual will be responsible for collecting the data and meeting the requirements of the grant solicitation as provided by the performance measures of the solicitation which follow:

| Objective                                                                                                                                                                                                                   | Performance Measure(s)                                                                                                   | Data Grantee Provides                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Improve transparency and accountability in encounters between police and the public by deploying body-worn cameras (BWC) and train law enforcement personnel on appropriate BWC privacy policies and operational procedures | Percent of eligible officers within the department wearing body- worn cameras                                            | During the reporting period:<br><br>Number of officers within the department eligible for body-worn cameras<br><br>Number of officers using body-worn cameras purchased by the grant<br><br>During the reporting period:                                                                                                                                        |
|                                                                                                                                                                                                                             | Percent of law enforcement officers trained on the BWC policies and procedures including usage, analysis, and management | Number of staff identified to receive training on the policies and procedures of BWCs by staff type:<br>a) sworn personnel<br>b) non-sworn personnel<br><br>Number of staff trained on the usage of BWCs by staff type:<br>a) sworn personnel<br>b) non-sworn personnel<br><br>Number of staff trained on the analysis of management of BWC data by staff type: |

|                                                                                                                                                                                                                                                                          |                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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|                                                                                                                                                                                                                                                                          |                                                                                       | a) sworn personnel<br>b) non-sworn personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Establish privacy policies and operational procedures governing body-worn cameras (BWC) that are transparent, accessible to the public and address BWC issues involving legal liabilities of FOIA, civil rights, domestic violence, juvenile groups, and victim's groups | Number of new policies developed that address the key BWC policy and procedures areas | During the reporting period:<br>Number of policies created that address the following BWC policy and procedures areas<br>1. Assignment of cameras<br>2. Personal cameras<br>3. Data protection/storage/transfer<br>4. Data management/ tracking/ and analysis<br>5. Data request procedures<br>6. Collaboration and coordination with associated agencies or organizations (e.g., police unions, prosecutors, courts)<br>7. Data retention<br>8. Data tagging<br>9. Camera placement<br>10. Documentation of camera usage/failure to use<br>11. Recording guidance/recording discretion<br>12. Preserving video evidence<br>13. Recording crime victims<br>14. Recording statements from witnesses or citizen informants<br>15. Prohibited recordings<br>16. Officer review of footage<br>17. Supervisor review of footage<br>18. Internal audit review of footage<br>19. Review procedures for investigating complaints<br>20. Public disclosure<br>21. Training |
|                                                                                                                                                                                                                                                                          | Percent decrease in the number of citizen-officer (public) complaints                 | During the current reporting period, number of citizen-officer (public) complaints                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                          | Percent decrease in the number of substantiated citizen-officer complaints            | During the current reporting period, number of substantiated citizen-officer (public) complaints<br><br>During the current reporting period, number of unsubstantiated citizen-officer (public) complaints                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



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|                                                                                                                                                                                                                                                                                                                                        | Percent decrease in the number of use-of-force reports filed                                                                                                                                                                                                                                                                                                                                                             | During the current reporting period, number of use-of-force reports filed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Implementation of a BWC program developed in a planned and phased approach that first achieves broad stakeholder, local political leadership, community engagement and then leverages partnership input to address policy, training, deployment and ultimately procurement-related requirements.                                       |                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>During the reporting period:</p> <p>A. Number of external partners participating in the BWC initiative</p> <p>B. Number of external partners who commit their participation in the BWC initiative formally through a Memorandum of Understanding, by type</p> <ol style="list-style-type: none"> <li>1. Court representatives</li> <li>2. Police union representatives</li> <li>3. Prosecutors</li> <li>4. Public defenders</li> <li>5. Victim advocates</li> <li>6. General public</li> <li>7. Other external organizations</li> </ol> <p>Number of new staff positions created/classified as a result of the BWC initiative</p>                                                                                                                                                                                                                                                                                                                            |
| <p><b>Training and Technical Assistance:</b> Increase the knowledge of criminal and tribal justice practitioners through:</p> <ul style="list-style-type: none"> <li>• In-person training.</li> <li>• Web-based learning.</li> <li>• Distance learning using CD/DVDs.</li> <li>• Developing or revising training curricula.</li> </ul> | <p>Percentage of in-person or web- based participants who successfully completed the program</p> <p>Percentage of in-person or web- based participants who rated the training as satisfactory or better</p> <p>Percentage of in-person or web- based participants trained and subsequently demonstrated performance improvement</p> <p>Percentage of organizations that rated the training as satisfactory or better</p> | <p>Number of <b>in-person trainees</b> who:</p> <ul style="list-style-type: none"> <li>• Attended each training</li> <li>• Completed each training</li> <li>• Completed an evaluation</li> <li>• Rated the training as satisfactory or better</li> <li>• Completed a pre- and post-test</li> <li>• Had an improved post-test score over their pre-test</li> </ul> <p>Number of <b>web-based trainees</b> who:</p> <ul style="list-style-type: none"> <li>• Started the training</li> <li>• Completed the training</li> <li>• Completed an evaluation</li> <li>• Rated the training as satisfactory or better</li> <li>• Completed a pre- and post-test</li> <li>• Had an improved post-test score over their pre-test</li> </ul> <p>Number of <b>organizations</b> that:</p> <ul style="list-style-type: none"> <li>• Received CD/ DVDs</li> <li>• Received CD/DVDs that responded to the survey</li> <li>• Rated the CD/DVD as satisfactory or that</li> </ul> |

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|                                                                                                            | <p>Number of curricula developed</p> <p>Number of curricula that were pilot tested</p> <p>Percentage of curricula that were revised after pilot testing</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>the CD/DVD met their training needs</p> <p>Number of <b>training curricula</b></p> <ul style="list-style-type: none"> <li>• Developed</li> <li>• Pilot tested</li> <li>• Revised after being pilot tested.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Increase a criminal justice agency's ability to solve problems and/or modify policies or practices.</p> | <p>Percentage of agencies that rated services as satisfactory or better</p> <p>Percentage of agencies that implemented one or more recommendations</p> <p>Percentage of people who received peer visits who reported that the visit to the other agency was useful in providing information on policies or practices</p> <p>Percentage of people who received peer visits who implemented one or more policies or practices 6 months after they were observe</p> <p>Percentage of requesting agencies of other onsite services who rated the services provided as satisfactory or better</p> <p>Number of web sites developed</p> | <p>For the current reporting period:</p> <ul style="list-style-type: none"> <li>• Number of onsite visits completed</li> <li>• Number of agencies that completed an evaluation of services</li> <li>• Number of agencies that rated the services as satisfactory or better</li> <li>• Number of reports submitted to requesting agencies after onsite visits</li> <li>• Number of requesting agencies that implemented one or more of the report recommendations 6 months after onsite visit</li> <li>• Number of peer-to-peer visits completed</li> <li>• Number of people who received peer visits who completed an evaluation</li> <li>• Number of people who received peer visits who reported that the visit was useful in providing information on policies or practices</li> <li>• Number of people who received peer visits who implemented one or more policies or practices 6 months after they were observed</li> <li>• Number of people who received peer visits</li> <li>• Number of requesting agencies who completed an evaluation</li> <li>• Number of requesting agencies that rated the services provided as satisfactory or better</li> <li>• Number of web sites developed</li> <li>• Number of web sites maintained</li> </ul> |

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|                                                                          | <p>Number of web sites maintained</p> <p>Number of publications developed</p> <p>Number of publications disseminated</p> <p>Percentage of resolved calls for assistance</p>                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>• Number of publications developed</li> <li>• Number of publications disseminated</li> <li>• Number of information requests</li> <li>• Number of information requests responded to.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Increase the dissemination of information to help build capacity.</p> | <p>Number of conferences or forums held.</p> <p>Percentage of advisory/focus groups evaluated as satisfactory or better</p> <p>Number of publications developed</p> <p>Number of publications disseminated</p> <p>Percentage of evaluations rating the materials as satisfactory or better</p> <p>Number of trainings conducted</p> <p>Percentage of participants who rated the training as satisfactory or better</p> | <p>For the current reporting period:</p> <ul style="list-style-type: none"> <li>• Number of advisory/focus groups held</li> <li>• Number of advisory/focus group attendees who completed an evaluation</li> <li>• Number of advisory/focus group attendees rated the advisory/focus group as satisfactory or better</li> <li>• Number of documents produced as a result of advisory/focus groups</li> <li>• Number of documents disseminated to the field as a result of advisory/focus groups</li> <li>• Number of evaluations provided</li> <li>• Number of agencies that rated the product as satisfactory or better</li> <li>• Number of training activities conducted</li> <li>• Number of trainees who completed an evaluation</li> <li>• Number of trainees who rated the training satisfactory or better</li> </ul> |

Thank you for your consideration.

### **Body-Worn Camera Implementation Timeline**

| <b>Date</b>          | <b>Objective / Goal</b>                                                                                                                                                                                                                                | <b>Performance Measure</b>                                                                                                                                                                                                                                                |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 2015         | Accept award and begin internal approval process                                                                                                                                                                                                       | City Council approval of grant acceptance                                                                                                                                                                                                                                 |
| Oct – Dec 2015       | Choose Body Worn Camera (BWC) vendor                                                                                                                                                                                                                   | Sign procurement contract with identified vendor in compliance with the eighteen required operating characteristics. – The LPD’s BWC Program Coordinator will be responsible for identifying a vendor in compliance with the eighteen required operating characteristics. |
| Oct – Dec 2015       | Develop BWC policy with stakeholder input.                                                                                                                                                                                                             | Finalize and approve policies in compliance with BJA guidelines- The Office of the Chief of Police will be responsible for final approval of BWC policies that include BJA guidelines                                                                                     |
| Dec 2015 – Mar 2016  | Develop training programs for use of BWC and begin initial training for BWC deployment.                                                                                                                                                                | Implementation of training programs: Officers will receive internal/external training on all facets of BWC.- The LPD’s BWC Program Coordinator will be responsible for internal/external training on BWC                                                                  |
| Dec 2015 – Mar 2016  | Begin a Public Awareness Campaign.                                                                                                                                                                                                                     | Number of completed public awareness events: social media releases, PSA’s and number of local media stories on LPD BWC program.-The LPD’s BWC Program Coordinator will be responsible for Public Awareness Campaign                                                       |
| March 2016           | Deliver specialized training to criminal justice partners to include but not limited to: dispatchers, magistrates, judges, security officers, mental health treatment professionals, social service workers, youth serving organizations and attorneys | Number of training programs attended by listed partners- The LPD’s BWC Program Coordinator will be responsible for delivery of specialized training on BWC                                                                                                                |
| Apr 2016 – June 2016 | Deploy BWC to previously trained officers                                                                                                                                                                                                              | Number of cameras deployed- The LPD’s BWC Program Coordinator will be responsible for deploying cameras                                                                                                                                                                   |
| Apr 2016 – June 2016 | Assess compatibility of training programs and operational functionality based on initial deployment of BWC                                                                                                                                             | Feedback from officers utilizing BWC- The LPD’s BWC Program Coordinator will be responsible for assessing the training programs and operational functionality                                                                                                             |
| Apr 2016 – June 2016 | Revise training curriculum as needed to continue training officers                                                                                                                                                                                     | Number of officers trained- The LPD’s BWC Program Coordinator will be responsible for revising training curriculums as needed.                                                                                                                                            |
| Apr 2016 – June 2016 | Collecting outcome measures to assess BWC implementation                                                                                                                                                                                               | Tabulation of collected data for reporting to BJA to include Use of Force Incidents and Citizen Complaints- The LPD’s BWC Program Coordinator will be responsible for collecting outcomes measures to assess BWC implementation.                                          |

|                      |                                                                                                      |                                                                                                                                                                                                                                                                                                                       |
|----------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Apr 2016 – June 2016 | Evidence collected to aid in prosecution of cases                                                    | Number of cases where BWC evidence was used in the prosecution of cases- The LPD's BWC Program Coordinator will be responsible reporting the number of cases where BWC evidence was used.                                                                                                                             |
| July 2016 – Dec 2016 | Deploy additional BWC based on training completion                                                   | Number of cameras deployed- The LPD's BWC Program Coordinator will be responsible deploying additional BWC                                                                                                                                                                                                            |
| July 2016 – Dec 2016 | Collect outcome measures to assess BWC implementation                                                | Tabulation of collected data for reporting to BJA to include Use of Force Incidents and Citizen Complaints- The LPD's BWC Program Coordinator will be responsible for collecting outcomes measures to assess BWC implementation.                                                                                      |
| July 2016 – Dec 2016 | Review BWC initial implementation with identified stakeholders                                       | Number of stakeholder feedback provided- The LPD's BWC Program Coordinator will be responsible for reviewing initial implementation with identified stakeholders.                                                                                                                                                     |
| July 2016 – Dec 2016 | Follow up public awareness feedback sessions<br><br>Secure funding sources for continued BWC program | Number of people providing feedback- The LPD's BWC Program Coordinator will be responsible following up on public awareness feedback sessions.<br>City Council approval of funding – The LPD Finance Office will be responsible for securing funding sources through City Council Approval for continued BWC program. |
| July 2016 – Dec 2016 | Evidence collected to aid in prosecution of cases                                                    | Number of cases where BWC evidence was used in the prosecution of cases-The LPD's BWC Program Coordinator will be responsible reporting the number of cases where BWC evidence was used.                                                                                                                              |
| Jan 2017 – Sept 2017 | Collect outcome measures to assess BWC implementation                                                | Tabulation of collected data for reporting to BJA to include Use of Force Incidents and Citizens Complaints- The LPD's BWC Program Coordinator will be responsible for collecting outcomes measures to assess BWC implementation.                                                                                     |
| Jan 2017 – Sept 2017 | Finalize training for remainder of officers                                                          | Number of officers trained-The LPD's BWC Program Coordinator will be responsible for finalizing training curriculum for remainder officers.                                                                                                                                                                           |
| Jan 2017 – Sept 2017 | Deploy remainder of BWC to trained officers                                                          | Number of cameras deployed-The LPD's BWC Program Coordinator will be responsible deploying remainder of BWC                                                                                                                                                                                                           |
| Jan 2017 – Sept 2017 | Policy Review                                                                                        | Feedback from officers as well as identified stakeholders- The Office of the Chief of Police will be responsible for BWC policy review.                                                                                                                                                                               |

|                      |                                                           |                                                                                                                                                                                          |
|----------------------|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jan 2017 – Sept 2017 | Evidence collected to aid in prosecution of cases         | Number of cases where BWC evidence was used in the prosecution of cases-The LPD's BWC Program Coordinator will be responsible reporting the number of cases where BWC evidence was used. |
| Aug 2017 – Sept 2017 | BWC program evaluation with identified stakeholder input  | Final report with lessons learned-The LPD's BWC Program Coordinator will be responsible for the BWC evaluation and final report.                                                         |
| Oct 2015 – Sept 2017 | Prepare quarterly reports as required by grant guidelines | The LPD Finance Office will be responsible for the preparation and submission of all quarterly grant reporting.                                                                          |

|                     |                     |
|---------------------|---------------------|
| Grant covered costs |                     |
| Body worn cameras   | \$104,825.00        |
| Mounting kits       | \$34,991.00         |
| Docking stations    | \$44,370.00         |
| Assurance program   | \$6,300.00          |
| Training            | \$15,000.00         |
|                     | <u>\$205,486.00</u> |

|                                              |                     |
|----------------------------------------------|---------------------|
| City covered expenses (MATCH) - over 2 years |                     |
| Salary                                       | \$94,737.00         |
| Benefits                                     | \$39,062.00         |
| Evidence.com storage                         | \$74,990.00         |
| Office equip/phone for NA(I)                 | \$4,903.00          |
|                                              | <u>\$213,692.00</u> |

BWC Coordinator & 5% of 5 current employees' time  
BWC Coordinator & 5% of 5 current employees' time

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY16 |                     |
| Evidence.com                    | \$34,800.00         |
| Axon Signal                     | \$27,900.00         |
| RMS Integration                 | \$24,000.00         |
| Admin. Licenses                 | \$2,340.00          |
| Internet Bandwith increase      | \$14,778.00         |
|                                 | <u>\$103,818.00</u> |

|                                    |                     |
|------------------------------------|---------------------|
| City funding needed during FY17    |                     |
| BWC Program continuation           | \$190,125.00        |
| Internet Bandwith increase         | \$29,566.00         |
| Network Administrator I            | \$52,843.00         |
| Office Equip/phone for NAI         | \$4,903.00          |
| PD only RMS upgrade                | \$271,169.00        |
| 4G Aircard upgrades                | \$21,000.00         |
| Fair & Impartial Policing Training | \$5,000.00          |
|                                    | <u>\$574,606.00</u> |

necessary for RMS upgrade  
added to training budget

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY18 |                     |
| BWC Program continuation        | \$214,200.00        |
| Internet Bandwith increase      | \$29,566.00         |
| Network Administrator I         | \$52,843.00         |
| PD only RMS maintenance         | \$27,190.40         |
| 4G Aircard service              | \$21,000.00         |
|                                 | <u>\$344,799.40</u> |

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY19 |                     |
| BWC Program continuation        | \$214,200.00        |
| Internet Bandwith increase      | \$29,566.00         |
| Network Administrator I         | \$52,843.00         |
| PD only RMS maintenance         | \$27,190.40         |
| 4G Aircard service              | \$21,000.00         |
|                                 | <u>\$344,799.40</u> |

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY20 |                     |
| BWC Program continuation        | \$214,200.00        |
| Internet Bandwith increase      | \$29,566.00         |
| Network Administrator I         | \$52,843.00         |
| PD only RMS maintenance         | \$27,190.40         |
| 4G Aircard service              | \$21,000.00         |
|                                 | <u>\$344,799.40</u> |

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **November 10, 2015**

AGENDA ITEM NO.: **6**

CONSENT:

REGULAR: X

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION:

ITEM TITLE: **Grant to Preserve Deed books 466 – 540 at the Circuit Court Clerk's Office**

### RECOMMENDATION:

Adopt a resolution to amend the FY 2016 City/Federal/State Aid Fund budget and appropriate \$20,250 with resources from a grant from the Library of Virginia to preserve seventy-five (75) Deed books numbered 466 through 540 with records dated March 1972 through December 1977 at the Lynchburg Circuit Court Clerk's Office.

### SUMMARY:

Twice annually the Library of Virginia allows Circuit Court Clerks' Offices to submit applications for grant funding. Staff submitted a grant application to The Library of Virginia to preserve records held at the Circuit Court Clerk's Office. The grant funding of \$20,250 will allow seventy-five (75) Deed books numbered 466 through 540 with records dating from March 1972 to December 1977 to be reformatted and preserved.

No local match is required of this grant.

### PRIOR ACTION(S):

Finance Committee, October 27, 2015,

### FISCAL IMPACT:

None – no local match is required.

### CONTACT(S):

Eugene Wingfield, Circuit Court Clerk, 455-2611

### ATTACHMENT(S):

Resolution

### REVIEWED BY:



RESOLUTION:

BE IT RESOLVED that the FY 2016 City/Federal/State Aid Fund budget is amended and \$20,250 is appropriated with resources from a grant from the Library of Virginia to preserve seventy-five (75) Deed books numbered 466 through 540 with records dated March 1972 through December 1977 at the Lynchburg Circuit Court Clerk's Office.

Introduced:

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council



# The City of Lynchburg, Virginia

AGENDA ITEM NO.: 7

CITY HALL, 900 CHURCH STREET, LYNCHBURG, VIRGINIA 24504  
(434) 455-3968  
FAX (434) 845-0711

FINANCIAL SERVICES  
OFFICE OF THE DIRECTOR

TO: City Council  
L. Kimball Payne, III, City Manager  
Bonnie Svrcek, Deputy City Manager  
Valeria Chambers, Clerk of Council

FROM: Donna Witt, Director of Financial Services *Donna*

DATE: October 27, 2015

RE: FY 2015 Write-Off of Uncollectible Accounts Receivable

In June 2005, an Accounts Receivable Policy was established to write-off uncollectible accounts. In accordance with the policy, the Director of Financial Services is authorized to write-off accounts on an annual basis, providing this information to Finance Committee and City Council.

Using the criteria set-forth in the Accounts Receivable Policy, a breakdown of write-offs for FY 2015 is as follows:

| Account                                       | Statute of Limitations | Write-off Year and Billing Amount | Write-Off Amount       | Billing Amount          | % Written-Off |
|-----------------------------------------------|------------------------|-----------------------------------|------------------------|-------------------------|---------------|
| Ambulance (Current)                           | 3                      | 2011                              | \$ 62,981.91           | \$ 4,234,766.96         | 1.49%         |
| Ambulance (Delinquent)                        | 3                      | 2011                              | 619,994.28             | 637,794.55              | 97.21%        |
| Amusement Taxes                               | 5                      | 2009                              | 13,107.00              | 135,930.95              | 9.64%         |
| Business License                              | 5                      | 2009                              | 256,987.74             | 8,504,763.77            | 3.02%         |
| Library Fines                                 | 5                      | 2009                              | 79,458.96              | 126,791.70              | 62.67%        |
| Meals Taxes                                   | 5                      | 2009                              | 223,557.48             | 3,548,288.77            | 6.30%         |
| Miscellaneous Invoices                        | 3                      | 2011                              | 17,999.74              | 289,270.98              | 6.22%         |
| Non Sufficient Funds                          | 3                      | 2011                              | 3.99                   | 57,876.54               | 0.01%         |
| Personal Property                             | 5                      | 2009                              | 125,644.03             | 15,507,758.16           | 0.81%         |
| Real Estate <sup>1</sup>                      | 20                     | 1994                              | 62,300.55              | 23,238,888.90           | 0.27%         |
| Utility Billing System                        | 3                      | 2011                              | 40,179.31              | 30,223,078.00           | 0.13%         |
| <b>Total Write-Off</b>                        |                        |                                   | <b>\$ 1,502,214.99</b> | <b>\$ 86,505,209.28</b> | <b>1.74%</b>  |
| 1 Billing amount estimated based on 1996 data |                        |                                   |                        |                         |               |

If you have any questions, please let me know.

Thank you.

# FINANCE COMMITTEE

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: **8**

CONSENT:

REGULAR:

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION: **X**

ITEM TITLE: **Revenue Update**

RECOMMENDATION: Review the collections received from five of the City's largest revenue sources.

SUMMARY: Five of the City's major revenue sources are taxes collected on a monthly basis: Sales Tax, Consumer Utility Tax – Electric, Communications Sales and Use Tax, Meals Tax, and Lodging Tax. Since the last Finance Committee meeting, revenue information through August has been posted for these five revenue streams.

PRIOR ACTION(S):

This information is provided monthly to the Finance Committee.

FISCAL IMPACT:

None

CONTACT(S):

Donna Witt, Director of Financial Services, 455-3968

ATTACHMENT(S):

Comparison of Collections Budget to Actual FY 2015 – FY 2016

REVIEWED BY:

**Comparison of Collections**  
**Budget to Actual FY 2015 - FY 2016**

|                                               | Actual<br>FY 2012  | Actual<br>FY 2013  | Actual<br>FY 2014  | Actual<br>FY 2015  | Adopted<br>FY 2016 | Actual<br>FY 2016  | Actual<br>FY 2016 to<br>Adopted<br>FY 2016 | Actual<br>FY 2016 to<br>Actual<br>FY 2015 |
|-----------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------------------------------|-------------------------------------------|
| <b>SALES &amp; USE TAX</b>                    |                    |                    |                    |                    |                    |                    |                                            |                                           |
| <i>ADOPTED FY 2016 BUDGET - \$14,700,000</i>  |                    |                    |                    |                    |                    |                    |                                            |                                           |
| JULY                                          | \$1,014,596        | \$996,646          | \$1,075,816        | \$1,131,485        | \$1,119,202        | \$1,207,589        | \$88,387                                   | \$76,104                                  |
| AUGUST <sup>1</sup>                           | 1,079,129          | 1,145,592          | 1,098,342          | 1,299,763          | 1,142,228          | 1,198,772          | 56,544                                     | (100,991)                                 |
| <b>TOTAL</b>                                  | <b>\$2,093,725</b> | <b>\$2,142,238</b> | <b>\$2,174,158</b> | <b>\$2,431,248</b> | <b>\$2,261,430</b> | <b>\$2,406,361</b> | <b>\$144,931</b>                           | <b>(\$24,887)</b>                         |
| <br><b>CONSUMER UTILITY TAX - ELECTRIC</b>    |                    |                    |                    |                    |                    |                    |                                            |                                           |
| <i>ADOPTED FY 2016 BUDGET - \$3,790,000</i>   |                    |                    |                    |                    |                    |                    |                                            |                                           |
| JULY                                          | \$341,729          | \$323,141          | \$325,815          | \$321,596          | \$320,615          | \$332,876          | \$12,261                                   | \$11,280                                  |
| AUGUST                                        | 345,615            | 345,163            | 318,738            | 305,012            | 304,082            | 333,953            | 29,871                                     | 28,941                                    |
| <b>TOTAL</b>                                  | <b>\$687,344</b>   | <b>\$668,304</b>   | <b>\$644,553</b>   | <b>\$626,608</b>   | <b>\$624,697</b>   | <b>\$666,829</b>   | <b>\$42,132</b>                            | <b>\$40,221</b>                           |
| <br><b>COMMUNICATIONS SALES &amp; USE TAX</b> |                    |                    |                    |                    |                    |                    |                                            |                                           |
| <i>ADOPTED FY 2016 BUDGET - \$3,300,000</i>   |                    |                    |                    |                    |                    |                    |                                            |                                           |
| JULY                                          | \$349,339          | \$293,358          | \$286,999          | \$283,594          | \$275,000          | \$276,750          | \$1,750                                    | (\$6,844)                                 |
| AUGUST                                        | 294,910            | 291,560            | 284,691            | 281,957            | 275,000            | 270,038            | (4,962)                                    | (11,919)                                  |
| <b>TOTAL</b>                                  | <b>\$644,249</b>   | <b>\$584,918</b>   | <b>\$571,690</b>   | <b>\$565,551</b>   | <b>\$550,000</b>   | <b>\$546,788</b>   | <b>(\$3,212)</b>                           | <b>(\$18,763)</b>                         |

**Comparison of Collections  
Budget to Actual FY 2015 - FY 2016**

|                                       |                     | Actual<br>Assessed<br>FY 2013 | Actual<br>Collected<br>FY 2013 <sup>4</sup> | Actual<br>Assessed<br>FY 2014 | Actual<br>Collected<br>FY 2014 <sup>4</sup> | Actual<br>Assessed<br>FY 2015 | Actual<br>Collected<br>FY 2015 <sup>4</sup> | Adopted<br>FY 2016 | Actual<br>Assessed<br>FY 2016 | Actual<br>Assessed<br>FY 2016 to<br>Adopted<br>FY 2016 | Actual<br>Collected<br>FY 2016 <sup>4</sup> | Actual<br>Collected<br>FY 2016 to<br>Adopted<br>FY 2016 | Actual<br>Collected<br>FY 2016 to<br>Assessed<br>FY 2016 |
|---------------------------------------|---------------------|-------------------------------|---------------------------------------------|-------------------------------|---------------------------------------------|-------------------------------|---------------------------------------------|--------------------|-------------------------------|--------------------------------------------------------|---------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|
| MEALS TAX                             |                     |                               |                                             |                               |                                             |                               |                                             |                    |                               |                                                        |                                             |                                                         |                                                          |
| ADOPTED FY 2016 BUDGET - \$13,715,000 |                     |                               |                                             |                               |                                             |                               |                                             |                    |                               |                                                        |                                             |                                                         |                                                          |
|                                       | JULY <sup>2</sup>   | \$943,431                     | \$1,044,556                                 | \$944,920                     | \$1,159,786                                 | \$1,009,124                   | \$970,597                                   | \$1,026,218        | \$1,096,314                   | \$70,096                                               | \$1,046,770                                 | \$20,552                                                | (\$49,544)                                               |
|                                       | AUGUST              | 1,042,850                     | 1,026,544                                   | 1,056,821                     | 1,024,718                                   | 1,152,551                     | 1,119,585                                   | 1,172,074          | 1,165,329                     | (6,745)                                                | 1,213,559                                   | 41,485                                                  | 48,230                                                   |
|                                       | TOTAL               | \$1,986,281                   | \$2,071,100                                 | \$2,001,741                   | \$2,184,504                                 | \$2,161,675                   | \$2,090,182                                 | \$2,198,292        | \$2,261,643                   | \$63,351                                               | \$2,260,329                                 | \$62,037                                                | (\$1,314)                                                |
|                                       |                     |                               |                                             |                               |                                             |                               |                                             |                    |                               |                                                        |                                             |                                                         |                                                          |
| LODGING TAX                           |                     |                               |                                             |                               |                                             |                               |                                             |                    |                               |                                                        |                                             |                                                         |                                                          |
| ADOPTED FY 2016 BUDGET - \$2,037,000  |                     |                               |                                             |                               |                                             |                               |                                             |                    |                               |                                                        |                                             |                                                         |                                                          |
|                                       | JULY <sup>2</sup>   | \$180,074                     | \$197,072                                   | \$174,759                     | \$223,419                                   | \$189,065                     | \$180,395                                   | \$186,540          | \$180,587                     | (\$5,953)                                              | \$180,808                                   | (\$5,732)                                               | \$221                                                    |
|                                       | AUGUST <sup>3</sup> | 163,020                       | 275,903                                     | 185,662                       | 185,340                                     | 185,946                       | 185,402                                     | 183,463            | 206,167                       | 22,704                                                 | 202,217                                     | 18,754                                                  | (3,950)                                                  |
|                                       | TOTAL               | \$343,094                     | \$472,975                                   | \$360,421                     | \$408,759                                   | \$375,011                     | \$365,797                                   | \$370,003          | \$386,754                     | \$16,751                                               | \$383,025                                   | \$13,022                                                | (\$3,729)                                                |

<sup>1</sup> The August FY 2015 Actual amount includes a one-time, \$145,000 payment in taxes, which was redistributed to the City from another locality.

<sup>2</sup> Due to year end accounting activities, a portion of Meals and Lodging Tax revenues associated with May and June were posted in June and July.

<sup>3</sup> The August FY 2013 collection amount includes a one-time, \$140,000 payment in delinquent taxes.

<sup>4</sup> Meals and Lodging Tax data includes columns titled "Actual Collected ." The figures listed under these columns include all revenue received per month regardless of whether the payment is current or delinquent.

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 1

CONSENT:

REGULAR:

WORK SESSION: **X**

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION: **X**

ITEM TITLE: **2016 Legislative Agenda**

RECOMMENDATION: Provide input for the 2016 Legislative Agenda.

SUMMARY: It is time to review and update City Council's Legislative Agenda in preparation for the 2016 session of the Virginia General Assembly. Attached is an annotated copy of the adopted 2015 Legislative Agenda with suggested revisions as proposed by staff. Staff would appreciate receiving Council's input so that the draft can be finalized for adoption at Council's meeting on November 10, 2015.

Also attached are proposed legislative agendas from the Virginia Municipal League and the First Cities Coalition. The VML legislative agenda was adopted at the recent conference, with slight amendments, and the First Cities legislative agenda is scheduled for adoption at the annual meeting on October 30<sup>th</sup>.

PRIOR ACTION(S): N/A

FISCAL IMPACT: N/A

CONTACT(S): Kimball Payne, City Manager, 455-3990; Walter Erwin, City Attorney, 455-3973

ATTACHMENT(S): Draft 2016 Legislative Agenda; Proposed VML Legislative Agenda; Proposed Virginia First Cities Legislative Agenda

REVIEWED BY: lkp

120K

# **DRAFT**

## **CITY OF LYNCHBURG 2016 LEGISLATIVE AGENDA**

**Adopted, 2015**

The City of Lynchburg is a member of both the Virginia Municipal League and the Virginia First Cities Coalition and supports the legislative agendas of both organizations. The City of Lynchburg 2016 Legislative Agenda is meant to highlight those issues of particular importance to the City.

The Lynchburg City Council asks that the legislators keep the following principles in mind as they evaluate and vote on legislation and the biennial budget.

### **PRINCIPLES**

- Local governments are instruments of the state, created in large measure to deliver state responsible services in a more efficient and effective manner. This state/local partnership requires an equitable allocation of costs between the two levels of government and across the various jurisdictions of the Commonwealth.
- The state must continue to meet constitutional and statutory responsibilities to adequately fund the state share of state/local services, especially in education, human services, and public safety. Any shortfall in state revenues should not be shifted to local governments.
- When the state experiences or anticipates a budget surplus, due to either increased revenues or reduced expenditures, it should relieve localities of funding responsibilities that have been shifted to them for state mandated/locally delivered services.
- Rather than shifting responsibilities for programs that the state is unwilling to fund down to the localities, the state should consider eliminating those programs.
- The state should explore ways to increase the efficiency and effectiveness of the delivery of state services at the local level including the regionalization of service delivery (e.g. Social Services) and the elimination of inefficient structures such as the Compensation Board.
- The General Assembly should defeat proposed legislation that would erode local taxing authority, cap or reduce local revenue sources or that would impose unfunded mandates on localities.

- The General Assembly should support legislation that provides greater authority to localities in implementing sustainability initiatives especially with regard to land use and transportation planning.
- The General Assembly should preserve local zoning and land use authority, allowing flexibility to meet the needs of individual communities.

## 2016 LEGISLATIVE PRIORITIES

**Filing of Bills with Local Fiscal Impact:** Support legislation that requires members of the General Assembly to file bills with local fiscal impacts as early as possible and no later than the first day of the legislative session, so that the appropriate fiscal impact analysis can be completed and reported in a timely manner.

**Taxes- Machinery and Tools:** Oppose legislation that would reduce or eliminate a locality's authority to impose a machinery and tools tax. The loss of \$4,622,000 in revenue from the Machinery and Tools Tax would equate to a 9.6 cent increase in the City's Real Property Tax rate.

**Taxes- Business License:** Oppose legislation that would reduce or eliminate a locality's authority to impose a business license tax. The loss of \$8,185,869 in revenue from the Business License Tax would equate to a 17.1 cent increase in the City's Real Property Tax rate.

**Comprehensive Services Act (CSA):** CSA funding continues to be a serious concern. Actions taken by the General Assembly have increased mandated services and shifted costs to the localities. The General Assembly should refrain from adding additional mandated services and should fund its full share of the CSA program.

**Educational Funding:** Jobs are the key to economic recovery and adequate education is essential for preparing the current and future workforce. The State should fully fund the Standards of Quality (SOQ), including support staff costs and categorical incentive funds for At-Risk students and restore funding from cuts to education over the last biennium. The state has a constitutional duty to meet its education funding obligations and should refrain from changes in methodology and the division of financial responsibility that result in a further shift of funding responsibility from the state to localities. These shifts do not change what it actually costs to provide education but simply transfer additional costs to local governments, and ultimately to the local real estate tax base.

**Local Law Enforcement Funding:** The Commonwealth should be equitable in its support for local law enforcement funding both to those localities with police departments (HB 599 funding) and to those in which Sheriff's Departments provide law enforcement (through the Compensation Board). Cities should not bear a disproportionate burden for law enforcement funding through continued reductions in funds provided by HB 599.



**Odd Fellows Road Funding:** The City is seeking additional State funding to provide access, including pedestrian facilities, to the new interchange that will be constructed on Route 460/29 at Odd Fellows Road. Without improvements to Odd Fellows Road from the Lynchburg Expressway (Rt. 29 Business) to the interchange, access to the new interchange will be constricted, limiting the effectiveness of that facility.

**Water Quality:** The City continues to face significant financial burdens in its efforts to comply with water quality regulations. The management of all the related water quality programs imposes high costs on sewer and stormwater rate payers. Continued Federal and State assistance is required to avoid an unreasonable economic burden on City residents and businesses. The City urges support for the following positions:

- Continue to adequately fund the Virginia Clean Water Revolving Loan Fund (VCWRLF) program and make available low and zero interest loans for water quality improvement projects that are necessary for permit compliance and the achievement of the goals of the Chesapeake Bay and other local TMDLs.
- Support efforts to fund the Stormwater Local Assistance Fund in the amount of \$50 million to help localities offset some of the multi-billion dollar cost attributed to stormwater through the Chesapeake Bay TMDL.
- Support expansion of pollutant trading programs to include sediment. The Lynchburg Regional Wastewater Treatment Plant has a significant unused allocation of Total Suspended Solids (TSS) that can potentially be used to temporarily meet a portion of the our urban stormwater sediment reduction requirements associated with the Chesapeake Bay TMDL.
- Support point source Water Quality Improvement Funding (WQIF). This will help Lynchburg by improving water quality in the James River and clearing up outstanding balances that the State owes for other wastewater plant upgrades and placing the State in a better position to help fund future upgrades to the Lynchburg Regional Wastewater Treatment Plant if and when they are necessary.
- Oppose any efforts to exempt certain properties from stormwater utility fees. Equitable distribution of stormwater program costs is essential to meeting regulatory requirements and minimizing stormwater rates.
- Oppose any efforts to increase DEQ's penalty authority against localities.
- Oppose any efforts to shorten Sanitary Sewer Overflow reporting deadlines. Currently the requirement is to notify DEQ within 24 hours of an overflow. A shorter timeline would significantly impact staffing needs.
- Oppose any legislation that would reduce the City's Chesapeake Bay or James River nutrient allocations, require the City to re-justify its nutrient allocations for its existing treatment facility, or otherwise take away any nutrient allocation or related treatment capacity. The City supports DEQ's James River Study and legislation to maintain the City's nutrient allocations at the current permitted levels.

## OTHER LEGISLATIVE POSITIONS

**Binding Arbitration:** Oppose legislation that mandates binding arbitration, meet and confer requirements, and imposed grievance procedures for local employees.

**Communications Sales and Use Tax:** Support legislation to reclassify the communications sales and use tax as a local not a state tax.

**Exemptions:** Oppose any legislation that would exempt churches and other religious and non-profit organizations from neutral, generally applicable local ordinances, and in particular local health, safety and zoning ordinances.

**FOIA Exemption on the Release of Information Pertaining to Closed Criminal Justice Case Files:** Oppose legislative action to remove the current FOIA exemption on the release of information pertaining to closed criminal justice case files. While not preventing the disclosure of information from closed criminal case files, the exemption allows law enforcement agencies the option to decline disclosure in situations where such disclosure is deemed likely to compromise ongoing criminal investigations; to identify at-risk witnesses, informants or victims; or to otherwise jeopardize public safety. Beyond the scope of endangering witnesses, informants or victims in certain cases, indiscriminate release of all closed case information would significantly hamper current criminal investigations involving the same suspect, similar modus operandi, etc. A primary reason for keeping investigative details from public knowledge is to preserve investigators' ability to evaluate the validity of information gathered from various sources

**Law Enforcement Data Collection and Retention:** The collection of data on citizen activities in the public rights of way is a sensitive matter and should be addressed with due caution to respect individual privacy rights. Access to data collected by devices such as Automatic License Plate Readers should be only for legitimate law enforcement purposes after a crime has been committed and passive data should be purged as soon as possible.

**Line of Duty Act:** Support initiatives that return program funding responsibility to the state. Should this unfunded mandate continue, support efforts to implement the recommendations of the 2014 JLARC "Line of Duty Act Report" .

**Prevention:** Restore state funds for prevention services.

**Reimbursement for Political Party Primaries:** Support the full reimbursement to localities for the costs related to political party primaries.

**Reimbursement for General Registrar and Electoral Board Expenses:** Support the full reimbursement by the State to the localities for the compensation and expenses of the General Registrar and Electoral Board.

**Reimbursement for the Retrieval of Cellular Phone Information:** The General Assembly should amend §19.2-70.3 of the Code of Virginia to provide reimbursement

for the costs of retrieving historic cellular tower information through a search warrant. Code of Virginia §19.2-70.2 has language in section G that allows localities to seek reimbursement for costs related to obtaining pen register information authorized through a court order. Such orders are traditionally used for real-time cellular phone information (pen register and trap & trace). Code of Virginia §19.2-70.3 does not currently have language to allow localities to seek reimbursement. This code section requires a search warrant for cellular phone information related to real-time location data (pinging a phone) or historic subscriber and billing information. United States v. Graham, decided August 5th by the 4th Circuit Court of Appeals, held that a search warrant is necessary for historic cellular tower information. This sort of information shows where a phone was at any relevant point in time. Without the reimbursement language being added to §19.2-70.3, localities will end up spending thousands of dollars a year through investigations involving the need for cellular phone information obtained through search warrants.

**Social Services:** Maintain funding for workforce re-training through appropriate agencies, retaining VIEW staff and funding in Social Services. This program has successfully helped TANF recipients secure and maintain jobs.

**State Aid to Public Libraries:** Restore state aid for libraries to at least FY 2010 levels. Public libraries serve as resources for early childhood education and for the unemployed seeking job opportunities.

**Substance Abuse Treatment:** Restore state funding for substance abuse treatment programs. Such funding could be provided to Community Service Boards, programs such as “The Healing Place” or other pilot programs.

**Tax on Electronic Cigarettes and Vapor:** Support legislation to allow localities to tax electronic cigarettes and vapor in a manner similar to traditional cigarettes.

**Taxes on Local Services:** Oppose the imposition of a state fee, tax or surcharge on water, sewer, and solid waste or on any other local government funds or services.

**Taxes- Transient Occupancy and On-line Travel Companies:** Support legislation to ensure that transient occupancy taxes are based on the cost of the room as paid by the consumer. On-line travel companies collect and remit transient occupancy taxes based on the wholesale room price hotels and motels paid by the travel companies not the room price paid by the consumer.

**Telecommunications:** Maintain local authority over zoning, land use, rights-of-way and taxation. Limit new state regulation preempting local authority regarding the use and compensation of local rights of way for telecommunications.

**Trans Dominion Express:** Support the extension of passenger rail service from Lynchburg to Roanoke as part of the Trans Dominion Express.

**Workers Compensation Medical Fees:** Virginia should adopt Medicare-based fee schedules for setting medical provider fees in workers’ compensation cases, instead of the prevailing community rate standard now used. This will make providing workers’

compensation coverage more affordable and will adequately protect the financial interests of the medical providers of Virginia.

DRAFT

## DRAFT

# CITY OF LYNCHBURG ~~2015-2016~~ LEGISLATIVE AGENDA

Adopted ~~November 11, 2014~~2015

The City of Lynchburg is a member of both the Virginia Municipal League and the Virginia First Cities Coalition and supports the legislative agendas of both organizations. The City of Lynchburg ~~2015-2016~~ Legislative Agenda is meant to highlight those issues of particular importance to the City.

The Lynchburg City Council ~~understands the fiscal challenges facing the Commonwealth as the 2015 session of the Virginia General Assembly convenes. Those challenges make it even more important~~tasks that the legislators keep the following principles in mind as they evaluate and vote on legislation and ~~possible amendments to~~ the biennial budget.

## PRINCIPLES

- Local governments are instruments of the state, created in large measure to deliver state responsible services in a more efficient and effective manner. This state/local partnership requires an equitable allocation of costs between the two levels of government and across the various jurisdictions of the Commonwealth.
- The state must continue to meet constitutional and statutory responsibilities to adequately fund the state share of state/local services, especially in education, human services, and public safety. Any shortfall in state revenues should not be shifted to local governments.
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- Rather than shifting responsibilities for programs that the state is unwilling to fund down to the localities, the state should consider eliminating those programs.
- The state should explore ways to increase the efficiency and effectiveness of the delivery of state services at the local level including the regionalization of service delivery (e.g. Social Services) and the elimination of inefficient structures such as the Compensation Board.

- The General Assembly should defeat proposed legislation that would erode local taxing authority, cap or reduce local revenue sources or that would impose unfunded mandates on localities.
- The General Assembly should support legislation that provides greater authority to localities in implementing sustainability initiatives especially with regard to land use and transportation planning.
- The General Assembly should preserve local zoning and land use authority, allowing flexibility to meet the needs of individual communities.

## **2015-2016 LEGISLATIVE PRIORITIES**

**State Aid to Localities:** ~~Eliminate the annual \$30 million reduction in State Aid to Localities (ATL). This practice, also known as “Local Aid to the Commonwealth,” forces localities to utilize local tax revenues to help balance the state budget by funding state-mandated, locally-delivered services. The cost to Lynchburg in FY 2015 is estimated to be \$280,000. As the state’s fiscal situation improves, this practice should be the first one eliminated in future state budgets.~~

**Filing of Bills with Local Fiscal Impact:** Support legislation that requires members of the General Assembly to file bills with local fiscal impacts as early as possible and no later than the first day of the legislative session, so that the appropriate fiscal impact analysis can be completed and reported in a timely manner.

**Taxes- Machinery and Tools:** Oppose legislation that would reduce or eliminate a locality’s authority to impose a machinery and tools tax. The loss of \$4,622,000 in revenue from the Machinery and Tools Tax would equate to a 9.6 cent increase in the City’s Real Property Tax rate.

**Taxes- Business License:** Oppose legislation that would reduce or eliminate a locality’s authority to impose a business license tax. The loss of \$8,185,869 in revenue from the Business License Tax would equate to a 17.1 cent increase in the City’s Real Property Tax rate.

**Comprehensive Services Act (CSA):** CSA funding continues to be a serious concern. Actions taken by the General Assembly have increased mandated services and shifted costs to the localities. The General Assembly should refrain from adding additional mandated services and should fund its full share of the CSA program.

**Educational Funding:** Jobs are the key to economic recovery and adequate education is essential for preparing the current and future workforce. The State should fully fund the Standards of Quality (SOQ), including support staff costs and categorical incentive funds for At-Risk students and restore funding from cuts to education over the last biennium. The state has a constitutional duty to meet its education funding obligations and should refrain from changes in methodology and the division of financial responsibility that result in a further shift of funding responsibility from the state to localities. These shifts do not change what it actually costs to provide education but

simply transfer additional costs to local governments, and ultimately to the local real estate tax base.

**Local Law Enforcement Funding:** The Commonwealth should be equitable in its support for local law enforcement funding both to those localities with police departments (HB 599 funding) and to those in which Sheriff's Departments provide law enforcement (through the Compensation Board). Cities should not bear a disproportionate burden for law enforcement funding through continued reductions in funds provided by HB 599.

**Odd Fellows Road Funding:** The City is seeking additional State funding to provide access, including pedestrian facilities, to the new interchange that will be constructed on Route 460/29 at Odd Fellows Road. Without improvements ~~to the intersection of Odd Fellows Road and Mayflower Drive and~~ to Odd Fellows Road from the Lynchburg Expressway (Rt. 29 Business) to the interchange, access to the new interchange will be constricted, limiting the effectiveness of that facility.

**Water Quality:** The City continues to face significant financial burdens in its efforts to comply with water quality regulations. The management of all the related water quality programs imposes high costs on sewer and stormwater rate payers. Continued Federal and State assistance is required to avoid an unreasonable economic burden on City residents and businesses. The City urges support for the following positions:

- Continue to adequately fund the Virginia Clean Water Revolving Loan Fund (VCWRLF) program and make available low and zero interest loans for water quality improvement projects that are necessary for permit compliance and the achievement of the goals of the Chesapeake Bay and other local TMDLs.
- Support efforts to fund the Stormwater Local Assistance Fund in the amount of \$50 million to help localities offset some of the multi-billion dollar cost attributed to stormwater through the Chesapeake Bay TMDL.
- Support expansion of pollutant trading programs to include sediment. The Lynchburg Regional Wastewater Treatment Plant has a significant unused allocation of Total Suspended Solids (TSS) that can potentially be used to temporarily meet a portion of the our urban stormwater sediment reduction requirements associated with the Chesapeake Bay TMDL.
- Support point source Water Quality Improvement Funding (WQIF). This will help Lynchburg by improving water quality in the James River and clearing up outstanding balances that the State owes for other wastewater plant upgrades and placing the State in a better position to help fund future upgrades to the Lynchburg Regional Wastewater Treatment Plant if and when they are necessary.
- Oppose any efforts to exempt certain properties from stormwater utility fees. Equitable distribution of stormwater program costs is essential to meeting regulatory requirements and minimizing stormwater rates.
- Oppose any efforts to increase DEQ's penalty authority against localities.

- Oppose any efforts to shorten Sanitary Sewer Overflow reporting deadlines. Currently the requirement is to notify DEQ within 24 hours of an overflow. A shorter timeline would significantly impact staffing needs.
- Oppose any legislation that would reduce the City's Chesapeake Bay or James River nutrient allocations, require the City to re-justify its nutrient allocations for its existing treatment facility, or otherwise take away any nutrient allocation or related treatment capacity. The City supports DEQ's James River Study and legislation to maintain the City's nutrient allocations at the current permitted levels.
- ~~Provide local authority to charge connection and availability or facility fees for stormwater systems similar to those charged by water and wastewater utilities.~~
- ~~Insist that any regulations enacted to implement the Total Maximum Daily Load (TMDL) in the Chesapeake Bay watershed be based on factual information, propose a reasonable schedule and are sensitive to the fiscal ability of local governments.~~
- ~~Support reasonable and affordable implementation of any new stormwater management requirements. EPA storm water requirements should be reviewed and revised to avoid placing an unreasonable economic burden on communities.~~
- ~~Oppose efforts to implement further point source (wastewater treatment plant) reductions of nutrient discharges beyond those allocations currently in the Chesapeake Bay Nutrient General Permit.~~
- ~~Provide state or federal funding support for all water quality initiatives, as well as continued funding for the Water Quality Improvement Fund (WQIF).~~

~~**Acquisition of Low Value Properties:** Include Lynchburg in the statute, section 58.1-3970.1 of the State Code, that authorizes the local circuit court to transfer the title of a tax delinquent property to a locality when the property is assessed at \$50,000 or less, the parcel has delinquent taxes or a nuisance abatement lien, and the taxes, liens and penalties exceed thirty-five percent of the assessed value of the property.~~

## OTHER LEGISLATIVE POSITIONS

**Binding Arbitration:** Oppose legislation that mandates binding arbitration, meet and confer requirements, and imposed grievance procedures for local employees.

**Communications Sales and Use Tax:** Support legislation to reclassify the communications sales and use tax as a local not a state tax.

~~**Economic Development:** Provide \$2 million for the Virginia Brownfield Redevelopment Assistance Fund, to continue the redevelopment of brownfield sites.~~

~~**Enterprise Zones Funding:** Support the restoration of funding for this important economic development grant program. Due to the state budget shortfall, \$2 million per~~



~~year was cut from this successful business development program which assists distressed communities. The Department of Housing and Community Development's (DHCD) latest report for grant year 2013 (before the \$2 million reduction) showed that a proration of approximately 10% was required for businesses participating in the program. This means that businesses counting on a return on their investment were shorted 10% of what they were promised. Such shortages reduce the incentive power of the program. Distressed communities rely on Enterprise Zones as a tool for business attraction and redevelopment in their locales.~~

**Exemptions:** Oppose any legislation that would exempt churches and other religious and non-profit organizations from neutral, generally applicable local ordinances, and in particular local health, safety and zoning ordinances.

**FOIA Exemption on the Release of Information Pertaining to Closed Criminal**

**Justice Case Files:** Oppose legislative action to remove the current FOIA exemption on the release of information pertaining to closed criminal justice case files. While not preventing the disclosure of information from closed criminal case files, the exemption allows law enforcement agencies the option to decline disclosure in situations where such disclosure is deemed likely to compromise ongoing criminal investigations; to identify at-risk witnesses, informants or victims; or to otherwise jeopardize public safety. Beyond the scope of endangering witnesses, informants or victims in certain cases, indiscriminate release of all closed case information would significantly hamper current criminal investigations involving the same suspect, similar modus operandi, etc. A primary reason for keeping investigative details from public knowledge is to preserve investigators' ability to evaluate the validity of information gathered from various sources

**Law Enforcement Data Collection and Retention:** The collection of data on citizen activities in the public rights of way is a sensitive matter and should be addressed with due caution to respect individual privacy rights. Access to data collected by devices such as Automatic License Plate Readers should be only for legitimate law enforcement purposes after a crime has been committed and passive data should be purged as soon as possible.

**Line of Duty Act:** Support initiatives that return program funding responsibility to the state. Should this unfunded mandate continue, support efforts to implement the recommendations of the 2014 JLARC "Line of Duty Act Report" give localities the authority to establish these benefits rather than participate in the state program.

**Prevention:** Restore state funds for prevention services.

**Reimbursement for Political Party Primaries:** Support the full reimbursement to localities for the costs related to political party primaries.

**Reimbursement for General Registrar and Electoral Board Expenses:** Support the full reimbursement by the State to the localities for the compensation and expenses of the General Registrar and Electoral Board.

**Reimbursement for the Retrieval of Cellular Phone Information:** The General Assembly should amend §19.2-70.3 of the Code of Virginia to provide reimbursement

for the costs of retrieving historic cellular tower information through a search warrant. Code of Virginia §19.2-70.2 has language in section G that allows localities to seek reimbursement for costs related to obtaining pen register information authorized through a court order. Such orders are traditionally used for real-time cellular phone information (pen register and trap & trace). Code of Virginia §19.2-70.3 does not currently have language to allow localities to seek reimbursement. This code section requires a search warrant for cellular phone information related to real-time location data (pinging a phone) or historic subscriber and billing information. United States v. Graham, decided August 5th by the 4th Circuit Court of Appeals, held that a search warrant is necessary for historic cellular tower information. This sort of information shows where a phone was at any relevant point in time. Without the reimbursement language being added to §19.2-70.3, localities will end up spending thousands of dollars a year through investigations involving the need for cellular phone information obtained through search warrants.

**Social Services:** Maintain funding for workforce re-training through appropriate agencies, retaining VIEW staff and funding in Social Services. This program has successfully helped TANF recipients secure and maintain jobs.

**State Aid to Public Libraries:** ~~Increase~~ Restore state aid for libraries to at least FY 2010 levels. Public libraries ~~have experienced unprecedented demand for their services due since the recession~~ serve as resources for early childhood education and for the unemployed seeking job opportunities.

**Substance Abuse Treatment:** Restore state funding for substance abuse treatment programs. Such funding could be provided to Community Service Boards, programs such as “The Healing Place” or other pilot programs.

**Tax on Electronic Cigarettes and Vapor:** Support legislation to allow localities to tax electronic cigarettes and vapor in a manner similar to traditional cigarettes.

**Taxes on Local Services:** Oppose the imposition of a state fee, tax or surcharge on water, sewer, and solid waste or on any other local government funds or services.

**Taxes- Transient Occupancy and On-line Travel Companies:** Support legislation to ensure that transient occupancy taxes are based on the cost of the room as paid by the consumer. On-line travel companies collect and remit transient occupancy taxes based on the wholesale room price hotels and motels paid by the travel companies not the room price paid by the consumer.

**Telecommunications:** Maintain local authority over zoning, land use, rights-of-way and taxation. Limit new state regulation preempting local authority regarding the use and compensation of local rights of way for telecommunications.

**Trans Dominion Express:** Support the extension of passenger rail service from Lynchburg to Roanoke as part of the Trans Dominion Express.

~~**Trespassing Bans:** Amend Section 15.2-1717.1 of the Code of Virginia to include language providing that a notarized form signed by the property owner will be~~

~~admissible in court for the purpose of proving that the local law enforcement agency has the authority to enforce a trespassing ban.~~

**Workers Compensation Medical Fees:** Virginia should adopt Medicare-based fee schedules for setting medical provider fees in workers' compensation cases, instead of the prevailing community rate standard now used. This will make providing workers' compensation coverage more affordable and will adequately protect the financial interests of the medical providers of Virginia.

DRAFT

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 2

CONSENT:                REGULAR:                WORK SESSION: **X**

CLOSED SESSION:  
(Confidential)

ACTION:                                INFORMATION: **X**

ITEM TITLE:   **Zoning Ordinance Rewrite**

RECOMMENDATION: Review and discuss proposed changes to the Zoning Ordinance.

SUMMARY: City Council conducted a work session concerning the proposed Zoning Ordinance Revisions on October 13, 2015. After hearing a presentation on the proposed revisions, Council directed staff to advertise the Ordinance for public hearing on November 10, 2015 and developed a list of items for further discussion. A memorandum outlining the list of questions posed by Council and stakeholders is attached.

PRIOR ACTION(S):

October 13, 2015:     City Council work session.

September 23, 2015: The Planning Division recommended approval of the revised Zoning Ordinance.

The Planning Commission recommended approval of the Zoning Ordinance (5-0 with one vacancy and one absence, Mays).

FISCAL IMPACT:     N/A

CONTACT(S):        Tom Martin, City Planner - 455-3900  
Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Memorandum – Zoning Ordinance Workshop – October 19, 2015

REVIEWED: lkp

113K

**TO:** Mayor Gillette and City Council  
**FROM:** Michael Lauer, AICP – Principal  
**DATE:** October 19, 2015  
**RE:** Zoning Ordinance Workshop

8900 State Line Road, Suite 406  
 Leawood, Kansas 66206  
 Tel: 913.341.8800  
 Fax: 913.341.8810

2105 South River Road  
 Melbourne Beach, Florida 32951

603 Farnham Circle  
 Richmond, Virginia 23236

This memo outlines the issues for discussion that the City Council identified at its October 13 workshop and additional issues that have been raised for consideration by members of the community. In addition to these issues, the City's legal consultants have recommended changes to the draft zoning ordinance that have been incorporated into the draft in redline format. The lawyers' edits primarily incorporate statutory language into Articles 1 and 2 that does not have any substantive effect on the draft zoning ordinance's standards or procedures.

**Occupancy.** The following questions arose at the Council workshop related to occupancy:

- **How is related defined?** To clarify this, the following edits have been proposed, which are consistent with current City enforcement practices:

**35.2-60.2(e) Occupancy.** No dwelling unit, boarding unit or single lot in an R-C, R-1 or R-2 district may be occupied by more than three (3) unrelated people. In other zoning districts, no dwelling unit or boarding unit may be occupied by more than three (3) unrelated people. For purposes of this requirement, all people who are related to the owner of a property shall be counted as one person and each person who is not related to the owner shall be considered one person.

**35.2-116.278 Related People:** Related people include people who are married; children under their care whether biological, adopted or under foster care; parents; siblings of parents; and first cousins.

- **What would the proposed regulations allow?** This means that within the R-1 and R-2 districts the following types of households would be allowed or prohibited:

| Unit Type                                                                                 | Allowed                                                                                                                                                                                                       | Prohibited                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One dwelling unit                                                                         | A household with two or more related people and two other people not related to the property owner. This allows a married couple or two students to occupy the household shared with an individual or family. | A household with two or more related individuals and three or more people who are not related to the property owner. This would prohibit three students from living in a single household unit and would also prohibit a couple with a child who are unrelated to the owner. |
| One principal dwelling unit with an accessory dwelling                                    | A household with two or more related people and two people not related to the property owner.                                                                                                                 | A household with two or more related people and three or more people who are not related to the property owner.                                                                                                                                                              |
| Duplex or multi-family unit that was legally established (e.g., legal non-conforming use) | Up to three unrelated individuals in each dwelling.                                                                                                                                                           | More than three unrelated people in any dwelling unit. This prohibits four students unless two or more of the students are related to one another.                                                                                                                           |

- **How is this enforced?** Existing and proposed occupancy standards are very difficult to enforce, yet an important tool to maintain neighborhood character within university communities and communities with an abundance or transient employment. As under the current regulations, when

the Zoning Administrator receives a complaint, he will visit the property and interview the residents to determine who is living in the applicable dwelling. If there is evidence that the occupancy standards are being violated, the Zoning Administrator will contact the property owner to seek voluntary compliance with zoning standards. If this fails and there is credible evidence, the Zoning Administrator will coordinate with the City Attorney to pursue formal enforcement action. The two greatest challenges facing the administrator are:

- Determining who lives in the residence – it's very difficult to prove who is a resident and who is a guest.
- Determining relations – while the definitions are clear, the Zoning Administrator generally relies on self-reporting to determine the relationships between occupants.

### **Accessory Dwellings**

- **Are existing carriage houses grandfathered?** This is a broad question with several facets. Firstly, the term grandfathering does not appear in the zoning ordinance, but commonly refers to legal non-conforming uses or structures that are allowed to continue to be used. Legally non-conforming structures in the R-1 or R-2 districts would include any building that does not meet the height, setback, land coverage, parking or loading requirements of the Zoning Ordinance. Non-conforming uses include duplexes, multi-family dwellings and detached accessory structures (e.g., garage apartment or carriage house). Under the proposed zoning ordinance:
  - Non-conforming structures would be allowed to be used with limitations on the ability to expand or repair damages.
  - Non-conforming duplexes and multi-family uses are allowed to be occupied as if each unit is a separate principal dwelling unit (up to 3 unrelated individuals per dwelling unit).
  - Existing detached accessory dwellings may continue to be used as accessory dwellings even if they encroach upon setbacks or exceed the limitations on size or the number of bedrooms if they have been used as accessory dwellings without any continuous two-year cessation of such use.
  - New detached accessory dwellings may be constructed and existing accessory structures may be modified to include an accessory dwelling if they comply with setback requirements and the accessory dwelling complies with applicable size and bedroom limitations.
  - All accessory dwellings on R-1 and R-2 lots will be subject to the above limitations on occupancy.

### **Home Occupations**

- **How is area for a home occupation calculated?** The text has been clarified so that the area used for the home occupation does not exceed 20 percent of the gross floor area of the principal dwelling, regardless of whether the use is conducted in the principal dwelling or an accessory structure.

### **Neighborhood Norms**

- **To which standards do neighborhood norms apply?** While the illustrations focus on the front setbacks, the language applies to all setbacks (e.g., front, side and rear). A version of neighborhood norms applies to lot areas as well. While this does not allow the creation of substandard lots, if at least 50 percent of the lots on a block face are within 10 percent of the area of 2 substandard lots under common ownership, the ordinance no longer requires those lots to be consolidated.

## **Chickens**

- **How many chickens should be allowed on a lot?** The draft ordinance keeps the existing threshold allowing up to 4 chickens, but requires five acres for the keeping of five or more chickens or any roosters. Commercial poultry farms are prohibited.

## **Residences in B-1**

- **What are the limitations on residences in the B-1 district?** Ground floor residences are prohibited in the B-1 districts except along urban collector or local streets. Most B-1 blocks front on arterial streets and have side streets that are urban collectors or local streets.

## **Bike Parking**

- **Should bike parking be required for all sites?** The ordinance, which has been clarified to require 1 bike space per 20 required parking spaces, does not include exemptions. This would require any use with 100 required parking spaces to have a bike rack with space for 5 bicycles. This is not an unreasonable or costly standard, nor is it unreasonable to assume that every site in the City could be accessed by bicycle.

## **Development/Redevelopment**

- **What do we mean by development or redevelopment?** Development, which includes redevelopment, is defined as: “any man-made change to improved or unimproved real estate, including, but not limited to, the erection, placement or modification of buildings or other structures; mining, dredging, filling, grading, paving, excavation or drilling operations; storage of equipment or materials; or the establishment or expansion of a use on a site.”

## **Sidewalks**

- **When are sidewalks required?** The zoning ordinance does not address the City-wide installation of sidewalks along existing streets lacking sidewalks, but it does require new development or redevelopment subject to site plan review (which excludes single family or duplex lot development) to install sidewalks except when the Zoning Administrator finds that:
  - There is no existing sidewalk network within one-quarter (1/4) mile of the site and there are no existing transit routes, educational facilities, bikeways, trails, public parks, museums, libraries and other civic uses or institutional uses within one-quarter (1/4) mile of the site; or
  - Existing slopes in excess of twenty-five (25) percent, stormwater conveyances or other physical constraints render required sidewalk improvements unfeasible.

The type of side walk is based upon the City’s Standards and Details. In some instances, these details may be changed by the City Engineer based upon the existing cross section of the street.

The City’s Comprehensive Plan 2013-2030 Goal T-2 states “Enhance mobility for all residents thru safe and convenient access to transportation choices that attend to the needs of pedestrians bicyclists and motorists.”

The Comprehensive Plan also contains the “Better Streets Policy” which emphasizes that streets are for “all users” and incremental change is an important way to achieve better streets.

Priorities in the Fiscal Year 2015 Strategic Plan adopted by Council includes the following transportation goal: “Lynchburg’s transportation system is multi-modal, safe and accessible to all citizens.”

The recently conducted National Citizen Survey reaffirms the Comprehensive Plan, the Better Streets Policy, and the Strategic Plan's priorities for a more accessible community. Lynchburg rated lower than its national bench mark in ease of walking.

### **Recreational Vehicle Parking**

- **What limitations apply to RV parking?** Section 35.2-71.11 requires that: "any owner of a travel trailer, boat and/or boat trailer, truck camper, inhabitable bus or recreational vehicle may park or store, but not inhabit, such equipment providing such equipment is located behind the building line of the main structure on the property and it is not over twenty-two (22) feet in length or eight (8) feet nine (9) inches in height." This does not address on-street parking of recreational vehicles.

### **Residential Lighting**

- **How could nuisance ordinance be used to prevent lighting issues in residential neighborhoods?** Proposed Section 35.2-65.1 of the proposed ordinance would provide standards for permanent exterior lighting installed on private property, excluding, single-household and duplex dwellings. Staff recommends (at the direction of City Council) reviewing Chapter 26 – Nuisances after the Zoning Ordinance is adopted.

### **Underground Utilities**

- **How are utility locations shown on site plans?** When underground utilities are required, a note would be placed on the site plan indicating "all utilities shall be placed underground". American Electric Power (AEP) prefers to make final decisions on routing after an AEP technician has met with the contractor on site during construction.

### **Additional Discussion Issues**

- **Manufactured Homes in IN-2 Districts.** The draft ordinance would allow all residential unit types by right in IN-2 districts except for manufactured homes and manufactured home communities, which require conditional use permit approval. The City has received a request to allow such uses by right.
- **Drive-Through Uses in B-1 Districts.** Because drive-through uses can create pedestrian hazards in this pedestrian-oriented district, they are limited as follows:

(a) Drive-through and drive-in uses are not allowed in this district except under the following conditions:

- (1) Drive through and drive-in uses shall not be associated with businesses providing food or beverage services;
- (2) Drive-through services shall be located in the rear of the building and shall take access from an urban collector or local street; and
- (3) Drive-through services shall be designed so that not more than one (1) two-way access or two (2) one-way access points serving such uses shall be located on a single block.

There has been a request to allow drive-through windows to be located at the side of buildings. The Planning Commission recommended against allowing drive-through windows on the sides of buildings in B-1 districts. If the Council elects to allow such uses under limited conditions, it should consider how such approvals should take place (e.g., by right or conditional use), the density of such uses and appropriate design limitations (e.g., driveway width and visibility).



- **Setbacks from Limited Access Highways.** Should the City retain, reduce or eliminate its 50 ft. setback from limited access highways for buildings and structures? Staff has requested input from the Virginia Department of Transportation (VDOT) on this standard and will provide the response at the October 27, work session.
- **Outdoor Recreational Facilities in IN Districts.** Should buffering, fencing, restroom and shower requirements for certain outdoor recreation facilities be deleted from the IN districts? The current and draft regulations require:

- (b) Buffering shall be provided between areas to be used for games, athletics, or other active recreation and adjacent residential areas.
- (c) Swimming pools, tennis courts, and other facilities presenting potential dangers to the life and limb of children shall be provided with fencing capable of restricting access to such facilities at times when they are not supervised.
- (d) Toilet, shower and dressing facilities shall be provided in locations and capacities appropriate to the proposed recreational use and in accordance with applicable standards of the Department of Health.

The City has received a request to eliminate these provisions in the IN districts. While each provision is reasonable, paragraph (b) should reference residential “districts” instead of “areas” and paragraph (d) should be clarified so that it only applies to swimming pools.

- **Outdoor Recreational Uses in the R-C District.** What outdoor recreational uses should be allowed by conditional use in the R-C district? The R-C district allows outdoor shooting ranges as a conditional use in the R-C district. No other outdoor recreation is allowed by conditional use permit or by right except natural and recreational areas, which includes “all parks without special economic functions, other than limited concessions.” There has been a request to allow more intensive outdoor recreational facilities pursuant to a conditional use permit. Given the purpose of the R-C district and the fact that the Planning Commission has recommended removing more intensive conditional uses from the district, the ordinance should be more specific on the range of outdoor recreational uses that are appropriate in these resource conservation areas. Passive recreational facilities are allowed by right. Campgrounds should be allowed through the conditional use permit process. Given the City’s water quality mandates, these areas seem to be poor locations for active sports fields that would require fertilizers, pesticides or herbicides.
- **Cluster Commercial Development Standards.** The intent of cluster commercial developments is to: *“provide for flexibility in the planning of certain tracts of land, under single or multiple ownership, through the modification of certain lot, setback, and use restrictions. Developments under these regulations should provide for increased amenity, safety, and other public and private benefits, as well as reduced public and private costs. CCDs are generally characterized by a unified or planned clustering of development served by common parking areas with a common means of ingress and egress. These Developments should be designed to mitigate potential increases in traffic congestion through enhanced pedestrian access between uses within the CCD and to reduce distractions from such sources as signs and artificial lighting.”*

The City has received and the Planning Commission chose not to grant a request to:

1. Eliminate the requirement for parking to be located behind front building lines;
2. Eliminate the requirement that CCDs be located within ¼ mile of an existing or planned transit route; and
3. Eliminate the requirement for civic space.

Each of these requirements is consistent with the intent to provide safe, pedestrian-supportive development at greater intensities than would otherwise be allowed. The requirements for proximity to transit routes and for parking behind front building lines are mandatory (other than on-street parking, which is encouraged). The requirement for civic space specifically states that: “minimum may be reduced or eliminated by the City Council through the CUP process if no need for such space is found within the CCD.”

- **Ammunition Reloading:** The current and proposed ordinance specifically prohibits the “manufacture or loading” of explosives. After approval of the proposed ordinance by the Planning Commission staff has discussed the potential of allowing the manufacture of “low” explosives to accommodate a possible new business in Lynchburg. After learning the difference between the manufacturing low explosives and high explosives, staff recommends considering adding low explosive manufacturing as a permitted use.

**Errata:** In addition to the attorney’s clarifications, which are referenced in the opening paragraph of this memo, the following errata should be addressed:

- In the R-C district, clarify that parking areas for permitted or conditional uses are allowed.
- In the R-C district, allow campgrounds as a conditional use.
- In the R-C district, state that clearing should be minimized in accordance with an approved Erosion & Sediment Control / Stormwater Management Plan.
- In the IN-2 district and section 35.2-61.2d, delete the height restrictions for uses in the IN-2 that abut residential districts.
- In the IN districts and in section 35.2-61.3j, clarify that the 50 ft. setback requirement between residential structures and non-residential structures does not apply to university owned or leased residences.
- Specifically authorize certain accessory uses for institutions not located in IN districts in new section 35.2-71.15. The ordinance allows for a normal and low impact uses that are accessory to religious institutions by right. A similar relaxation should be provided for other institutional uses that are located outside IN districts.
- Clarify that the bike parking standard is one space in a bike rack per 20 parking spaces.



**Lynchburg Zoning Ordinance Update**

**City Council Workshop**

Michael J. Lauer, AICP



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**Council Workshop – Part 2**

October 27, 2015

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**Status Report**

- Edits from legal consultants incorporated
  - Focused on incorporating statutory language
  - No substantive changes to procedures or standards
- Errata incorporated
- Pending issues outlined in memo

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## Occupancy

- Related people defined
- Counting of unrelated people explained
  - Owner's relations count as one person
  - All others count as additional unrelated

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## Occupancy in R-1 and R-2 Accessory Units

| Allowed                                                    | Prohibited                                             |
|------------------------------------------------------------|--------------------------------------------------------|
| Family – any size                                          | Family – any size                                      |
| +                                                          | +                                                      |
| Up to 2 other people, whether related to each other or not | 3 or more people, whether related to each other or not |
|                                                            | OR                                                     |
| One resident must be owner                                 | No owner occupant                                      |

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## Occupancy Enforcement

- Process
  - Complaint
  - Zoning Administrator visit
  - Voluntary compliance by owner
  - Pursue enforcement under Article 11
- Challenges
  - Determining residents v. guests
  - Determining relationships

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## Definitions

- Legal non-conforming – a use or structure that was legally established, but no longer complies with regulations
- Grandfathering – allowing a legal non-conforming use or structure to continue

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## Accessory Dwelling Units

- Existing detached accessory dwelling units may continue to be used if use has not been discontinued for 2 year period
  - May exceed size
  - May exceed bedrooms
  - May not exceed occupancy standards
- New or re-established detached accessory dwelling units must meet all standards



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## Home Occupations

- Area limited to 20 percent of principal dwelling's floor area, whether conducted in the principal dwelling or accessory structure

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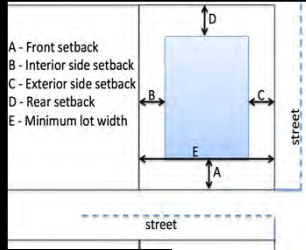
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## Setbacks



| Design Element                     | R-1  | R-2 | R-3 | R-4 |
|------------------------------------|------|-----|-----|-----|
| Maximum height                     | 40'  | 40' | 40' | 40' |
| Minimum front setback              | 40'  | 30' | 30' | 30' |
| Minimum side setback, interior     | 15'  | 8'  | 5'  | 5'  |
| Minimum side setback, exterior     | 40'  | 30' | 30' | 30' |
| Minimum rear setback               | 50'  | 30' | 30' | 25' |
| Minimum lot width at front setback | 100' | 60' | 60' | 50' |

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## Neighborhood Norms

- Apply to all setbacks (front, side or rear), subject to fire code
- Substandard lots currently required to be consolidated if they don't meet minimum district standards
- Draft code would allow substandard lot if 50 percent of other lots on block face are within 10% of the size of the lots.

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## Lot Size Provisions

- R-2 minimum lot area 10,000 sq.ft.
- Consolidation not required under draft

|        |       |       |       |       |        |
|--------|-------|-------|-------|-------|--------|
| 10,000 | 5,000 | 5,000 | 5,000 | 5,000 | 10,000 |
|--------|-------|-------|-------|-------|--------|

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## Chickens

- Current standard – 4 birds regardless of sex unless 10 acres of land
- Proposed standard – 4 hens, no roosters unless 5 acres of land
- No commercial poultry

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## Residences in B-1

- Ground floor residences limited to collector or local street
- Most B-1 fronts on an arterial street




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## Bike Parking

- Standard – 1 bike space per 20 required car parking spaces
- 200 parking spaces = 10 bike parking spaces




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## Development

- Defined to include new development and redevelopment

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## Sidewalks

- Required for development requiring a site plan (not required for existing single family and duplex lots)
- Exceptions
  - No sidewalks within ¼ mile and no schools, transit routes, public parks, trails or civic uses within ¼ mile
  - Slopes exceed 25% and stormwater or other physical constraints make improvements unfeasible

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## RV Parking

- Parked behind front building line
- Not more than 22 feet long or 8'9" in tall
- This does not address on-street parking




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## Residential Lighting

- The zoning ordinance excludes lighting on single family and duplex lots
- Chapter 26 (Nuisances) should be reviewed after adoption of the zoning ordinance

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## Underground Utilities

- Required if site plan triggered – not required for existing single family or duplex lots.
- Off-site undergrounding not required
- AEP technician to coordinate locations with property owner

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## Other Pending Issues

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## Manufactured Homes in IN-2

- Currently conditional uses for individual manufactured homes or communities
- Options
  - Retain conditional use requirement
  - Allow residential by right

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## Pending Issues

- Should requirement for drive-through windows be located in the rear of B-1 district buildings be modified to provide a means of locating windows on the side of buildings? (e.g., by right standards or conditional uses)




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## Pending Issues

- Should 50 ft. setback from limited access highways for buildings and structures be reduced or eliminated?
- Should buffering, fencing, restroom and shower requirements for certain outdoor recreation facilities be deleted from the IN districts?

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## Outdoor Recreation in RC

- Outdoor recreation limited to natural and recreational areas with no economic function by right
- Gun ranges allowed by conditional use
- Recommend adding campgrounds as a conditional use
- Do not recommend sports fields or golf due to water quality concerns

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## Cluster Commercial

- Proximity to Transit
- Parking locations
- Amenities




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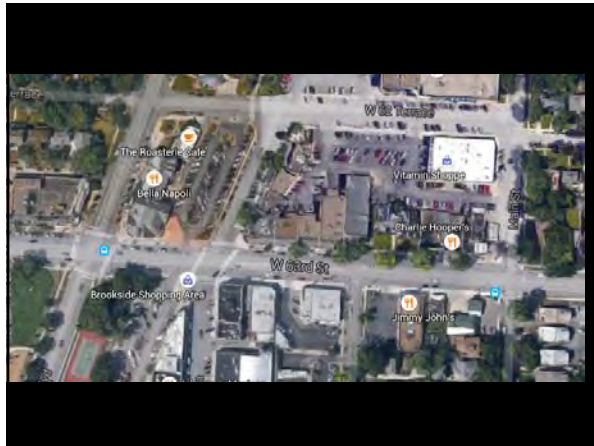
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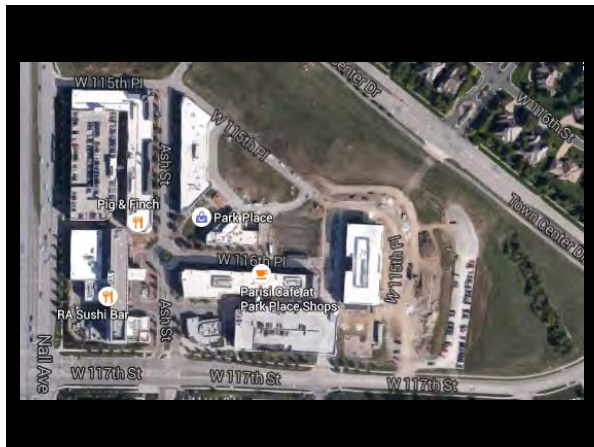
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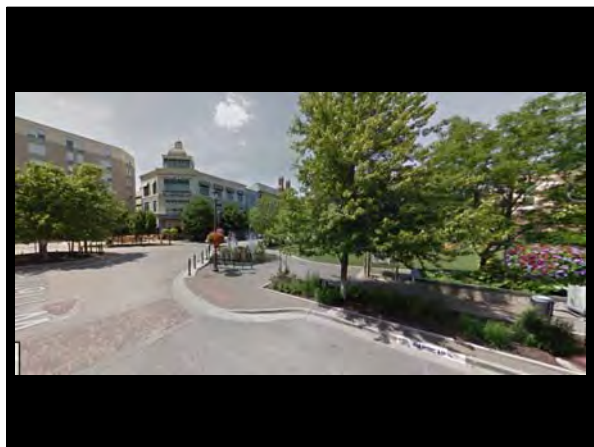
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### Ammunition Reloading

- Manufacturing or loading of explosives is currently prohibited.
- Indoor gun ranges are prohibited in I-3.
- Staff has discussed the possibility of allowing the manufacture of “low” explosives to accommodate a potential new business.
- Consider adding low explosive manufacturing as a permitted use to the I-3 district.
- Also allow indoor gun range as an accessory use.

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### Errata

- Clarify that parking areas for permitted or conditional uses are allowed in RC district
- Allow campgrounds as a conditional use in the R-C district
- State that clearing should be minimized in the R-C district
- Delete IN-2 height limitation 35.2-61.2d

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### Errata

- Clarify that 50 ft. setback requirement does not apply to university owned or leased residences in 35.2-61.3j and IN district regs
- Specifically authorize certain accessory uses for institutions not located in IN districts in new section 35.2-71.15
- Clarify bike parking standard

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## Next Steps

- City Council hearing (Nov 10)

Please leave comments on  
[www.lynchburg2030.org](http://www.lynchburg2030.org) or  
[www.lynchburgislistening.com](http://www.lynchburgislistening.com)

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## Council Workshop – Part 1

October 13, 2015

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## How Did We Update It?

- Zoning Diagnostic recommendations
- Public input
  - 15 workshops
  - Social media
  - Interviews and surveys
- Planning Commission and City Council input
- Started with existing regulations

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## Procedures

- Focus on documenting/clarifying existing procedures
- Council approves concept plans
- Staff approves all final site plans
- Board of Zoning Appeals can't approve conditional uses

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## Zoning District Changes

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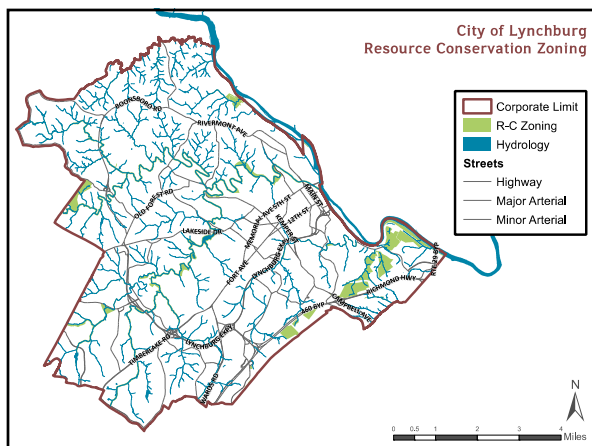
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## Conditional Uses Eliminated from R-C District

- Airports
- Antique stores
- Day care centers
- Convents and monasteries
- Large group homes
- Hospitals/sanatoriums
- Institutional uses
- Mobile home parks
- Nursing homes
- Offices and research development orgs.
- Police/fire stations
- Planned development (PUD/TND)
- Indoor shooting ranges
- Temporary fairs/carnivals

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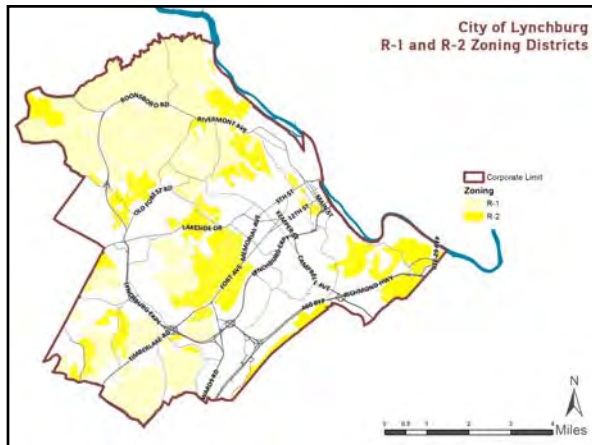
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## R-1 and R-2 Districts

- Reduce setbacks to reflect neighborhood norms
- Occupancy limited to 3 unrelated individuals per lot (instead of dwelling unit)
- Allow detached accessory dwellings
- Allow temporary family health care homes
- Relax home occupation standards
- Allow residential clusters by right
- Establish setback for accessory structures

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## Occupancy

- Effective date:
  - 6/1/16 unless original term of lease adopted before 9/1/15 extends longer
  - Extension not to exceed 2 years (9/1/17)
- Exempt non-conforming duplex and multi-household dwellings

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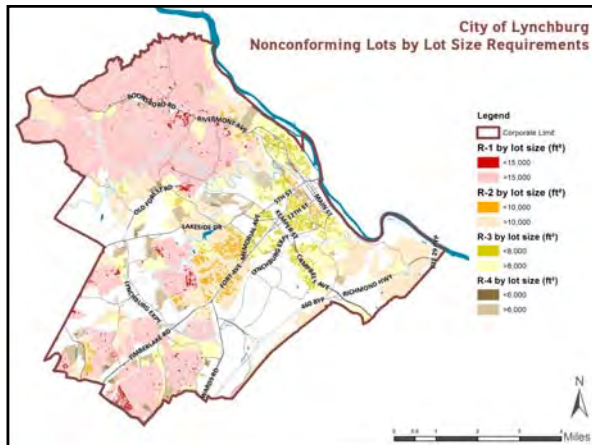
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## Proposed Neighborhood Norm

- Allow front or street-side setbacks to be
  - Average of abutting dwellings OR average or mode of block face and facing block
  - All dwellings set back more than minimum are assumed to be set back to minimum
- Apply provision City-wide

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## Neighborhood Norms



- Average setback on south side of Taylor St. is 15 feet
- Only one house is setback more than 12 feet so all others require variances
- Neighborhood norm is approximately 10 feet

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## Accessory Dwellings

- No changes for attached dwellings
- Detached dwellings allowed if
  - Not more than 900 sq.ft and 1 bedroom
  - Located in the rear yard
  - Meets all district setback requirements for primary dwelling
  - One parking space required




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## Home Occupations

- Licensed, certified, registered or ordained professionals
- Licensed personal and medical service providers – now includes **barbers, hairstylists and midwives**
- Artists, craftsmen and teachers

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## Home Occupation Standards

- May be in primary dwelling or accessory structure
- Must be conducted by a member of the household
- Not more than one one client at a time
- No outside storage
- Not more than 20% of dwelling floor area may be used for occupation

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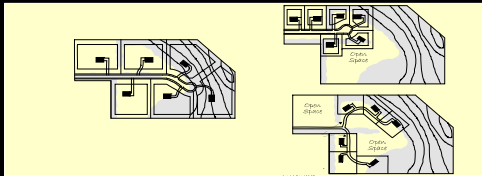
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## Residential Clusters

- No increase in maximum density
- Lot sizes and areas
  - May be reduced by up to 50% of district standards,
  - Must be 80% of district minimum if abutting single or two family dwelling unless there is at least a 50 ft. open space provided




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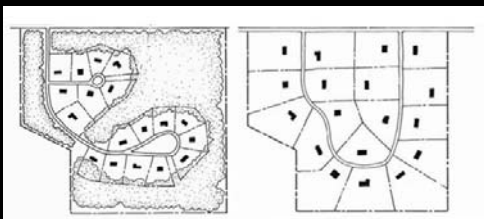
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## Residential Cluster




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## Compatible Transitions

- Adjust heights next to R-1, R-2 or R-3
- Base height on average elevation at building line closest to residential district
- Also see height and buffer incentives




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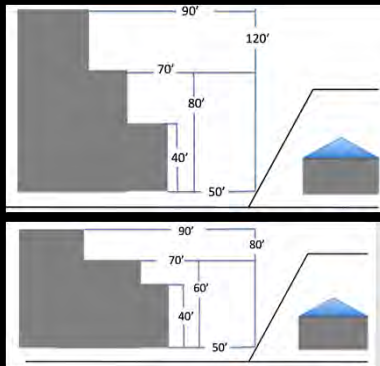
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## Compatible Height/Setbacks



Existing

Proposed

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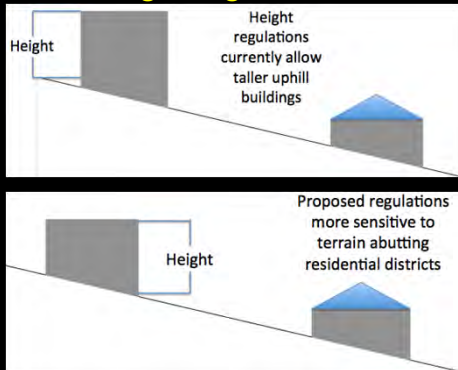
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## Measuring Height for Transitions



Height regulations currently allow taller uphill buildings

Proposed regulations more sensitive to terrain abutting residential districts

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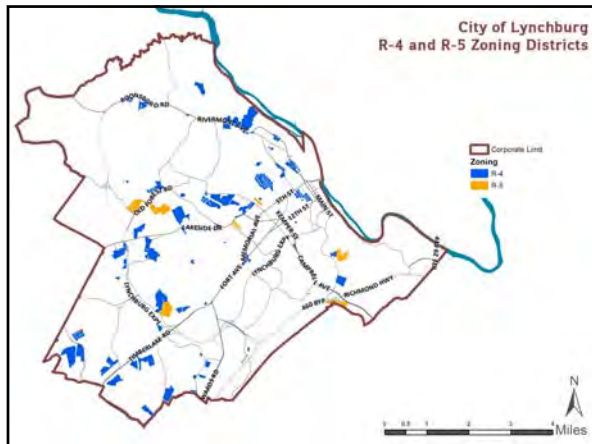
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### R-4/R-5 District Issues

- Limited supply of sites with high density zoning
- Difficult to find additional sites with sufficient land and street capacity
- Compatibility is a key concern of neighboring residents

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### R-4/R-5 Districts

- Consolidate multi-family districts
- Require transitional buildings (2 stories within 100 ft of R-1, R-2 or R-3 district)
- Authorize certain neighborhood retail and service uses subject to:
  - Prohibit drive-through
  - Limited to 5% of gross floor area
- Establish density bonuses (see next slide)
- Establish height-based setbacks (see previous slide)

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## Density Incentives

- To get from R-4 density (22 du/a) to R-5 density (29 du/a), select from menu
  - Building cover reduction
  - Wider buffers
  - Mobility – transit, pedestrian, services
  - Accessible units
  - Water quality enhancements (reserved)
  - Affordable units (reserved)

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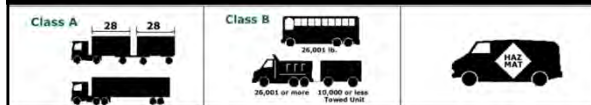
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## Other Accessory Use Standards for Residential Districts

- 5 acre minimum for keeping any large farm animals or more than 4 chickens
- Certain commercial vehicles prohibited on lots in residential districts




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## Accessory Uses and Signs for Religious Institutions

- More accessory uses allowed without requirement for a conditional use permit (e.g., cemetery, parsonage, electronic message centers along arterial streets, meeting halls)




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## B-1/B-2 Districts

- B-1 limited to services
- B-2 allows retail
- Consolidation would allow more efficient land use and reduce transportation demands
- Consolidation should better address compatibility of uses and design




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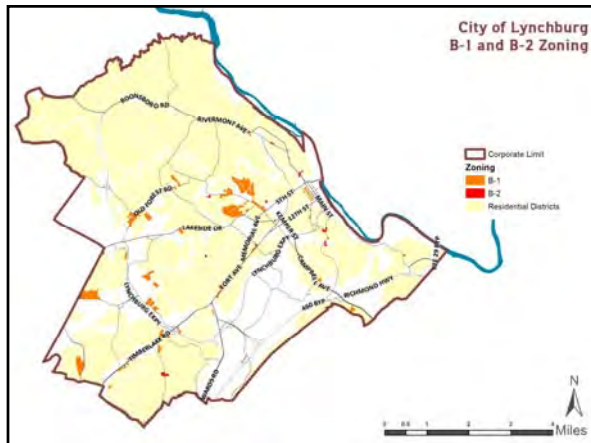
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## B-1/B-2 Districts

- Consolidate districts
- Modify use standards
  - Limit drive-through uses
  - Limit restaurants to 4,000 sq.ft.
  - Limit other businesses to 20,000 sq.ft.
  - Limit commercial developments to 50,000 sq.ft.
- Limit height to 40 feet
- Require rear/side parking
- Eliminate front setbacks
- Limit ground floor residences to side streets




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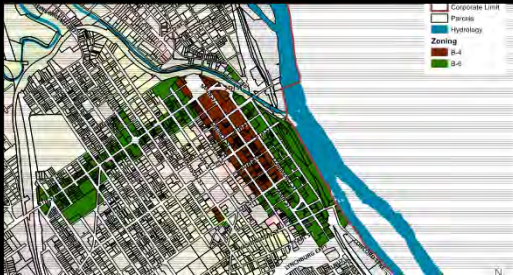
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## B-4 & B-6 Districts




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## B-4 & B-6 Districts

- Consolidates downtown/riverfront districts
- Eliminates design review committee process




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## B-4 & B-6 Districts

- Converts some historic design guidelines to incentive-based standards
  - Brick, stone, stucco or masonry fronts or other compatible materials (glass and other modern materials now allowed)
  - Front setbacks aligned with street wall (courtyard exception)
  - Entries oriented to front
  - Windows, floors and vertical divisions maintain proportions of adjacent structures




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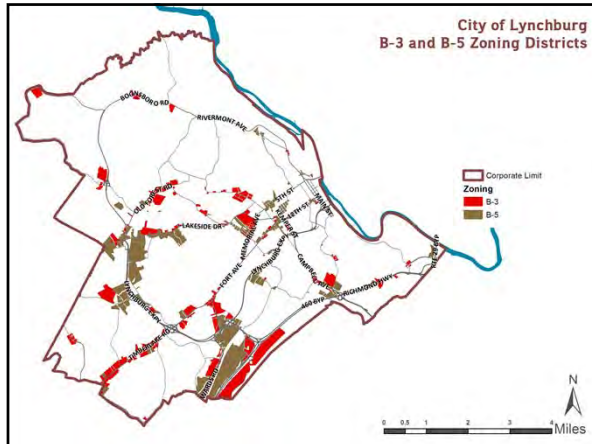
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## B-3 & B-5 Districts



- Allows mixed use buildings as long as at least 50% of the ground floor area is used for non-residential purposes
- Eliminates front building setbacks




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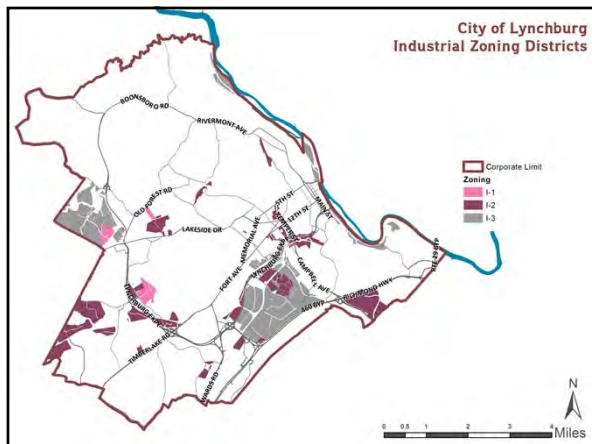
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## Parking

- Shared parking allowed for all districts
- Pervious parking allowed
- Bicycle parking required




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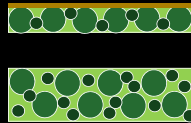
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## Landscaping

- Buffers by B-1 districts may be reduced from 20 ft. to 10 ft. with a 6-ft. privacy fence




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## Signs

- In the B-1 and IN-1 districts, allow signs to be increased from 24 s.f. to as much as 50 s.f. based on street frontage
- Allow roof signs in B-4 district when the Historic Preservation Commission finds them consistent with historically significant signage
- Industrial district signage matches B-3 and B-5 districts (allows larger wall signs)
- Future changes anticipated based on recent Supreme Court decision




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## Access Management

Standards from commercial and scenic corridors applied to collector and arterial streets except Downtown

- Collectors – 150 ft. separation
- Arterials – 330 ft. separation
- Shared access incentives
- Each lot gets at least one access




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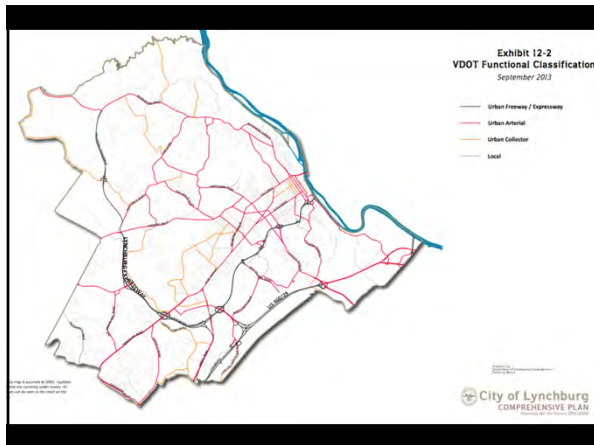
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## Sidewalks

- Required for new development based on road type
- Exceptions allowed under specific conditions

| Location                                                                        | Minimum Width                                                                                                |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Local and collector streets in residential districts                            | 5 feet                                                                                                       |
| Local and collector streets in B-3, B-5, IN-1, IN-2, I-1, I-2 and I-3 districts | 6 feet                                                                                                       |
| Local and collector streets in B-1 districts                                    | 6 feet where buildings are set back more than 10 feet<br>8 feet where buildings are set back 10 feet or less |
| Arterial streets                                                                | 6 feet                                                                                                       |
| B-4 districts                                                                   | 8 feet                                                                                                       |

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## Outdoor Lighting Limits



| Standard                             | Maximum Permitted Average Maintained Illumination at Ground Level | Maximum Permitted Height of Light Source* | Uniformity (ratio of maximum to minimum illumination) |
|--------------------------------------|-------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------|
| Residential Districts                | 2.0 footcandles                                                   | 16 feet                                   | 15:1                                                  |
| Business and Institutional Districts | 5.0 footcandles                                                   | 16 feet                                   | 15:1                                                  |
| Industrial Districts                 | 5.0 footcandles                                                   | 20 feet                                   | 15:1                                                  |

- Outdoor recreational lighting allowed to be 80 ft. and 2 lumens per s.f. at property line

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## Outdoor Lighting

- Spillover limited to 2 footcandles at residential property line

| Condition      | Illumination |         |
|----------------|--------------|---------|
|                | (fcd)        | (lux)   |
| Sunlight       | 10,000       | 107,527 |
| Full Daylight  | 1,000        | 10,752  |
| Overcast Day   | 100          | 1,075   |
| Very Dark Day  | 10           | 107     |
| Twilight       | 1            | 10.8    |
| Deep Twilight  | .1           | 1.08    |
| Full Moon      | .01          | .108    |
| Quarter Moon   | .001         | .0108   |
| Starlight      | .0001        | .0011   |
| Overcast Night | .00001       | .0001   |

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## Outdoor Lighting Provisions

- Do not apply to single-family or duplex lighting
- Restrict spill over lighting of other uses at residential property lines
- Allow exceptions to height standards when there is a master lighting plan

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## Underground Utilities

- Required for new development requiring subdivision or site plan approval
- Not required for existing single-family or duplex lots
- For existing lots, undergrounding is only required on-site

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## Mobile Food Vehicles

- Standards reflect current practices
- Allowed in B-3, B-4, B-5, IN-2, IN-1 and IN-2 districts
- Standards address
  - Locations
  - Operations
  - Licensing




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## Development Patterns

- Final site plans for planned developments, traditional neighborhood developments and other patterns now approved by staff
- New corporate campus development pattern




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### Issues Not Addressed in Draft Zoning Ordinance

1. Density incentives for water quality and affordable housing initiatives
2. Other water quality standards
3. Updated floodplain regulations
4. Existing residences in industrial districts
5. Amendments to temporary sign provisions
6. Nuisance lighting for single household and duplex dwellings
7. Telecommunications towers updates

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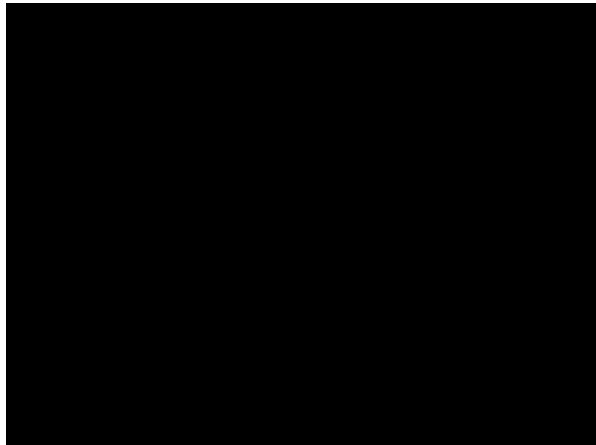
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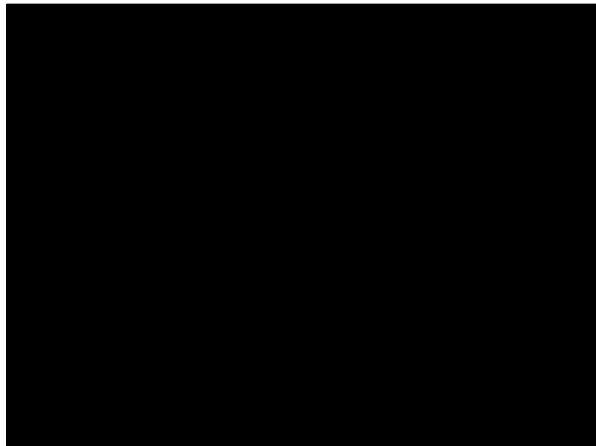
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## Temporary Family Health Care Structures

- Mandated by state law for physically or mentally impaired family members in single family districts
- Occupancy – 1 relative
- Physician certification of need
- Maximum area – 300 sq.ft
- Removal w/in 30 days after need
- Location – behind front building line, out of setbacks

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# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 8

CONSENT:                      REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Franchise Agreement between Amazement Square and the City of Lynchburg**

RECOMMENDATION: After a public hearing, adopt the attached franchise agreement allowing Amazement Square use of the city right of way and a city owned parcel, which are adjacent to the children's museum, to construct an education center and time travel exhibit.

SUMMARY: Amazement Square has requested a franchise agreement from the city to allow use of city right of way (along 9<sup>th</sup> & Jefferson Sts.) for a time travel exhibit and to allow use of a city owned parcel (23 9<sup>th</sup> St/Tax Map No. 04513007) for an education center. Amazement Square will construct, operate and maintain these facilities in conjunction with the museum. See attached map for franchise area.

Since this item relates to a franchise agreement, the procedure will be a little different from a typical lease proposal and public hearing.

- 1) The Mayor will announce that the City is receiving bids to award a franchise to Amazement Square.
- 2) Amazement Square will submit a cover letter to go with the proposed Franchise Agreement stating that Amazement Square wishes to enter into a Franchise Agreement with the City under the terms and conditions set forth in the proposed Franchise Agreement.
- 3) If no other party submits a proposal for the franchise, Council can proceed with the public hearing.
- 4) If another party submits a proposal, Council should defer this matter until November 10<sup>th</sup> and ask staff to review the proposal(s) and make a recommendation.

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S):

Cheree Taylor, Construction Manager – 455-4451

Lee Newland, City Engineer – 455-3947

Gaynelle Hart, Public Works Director – 455-4406

ATTACHMENT(S):

Franchise Agreement

Map of Franchise Area

REVIEWED BY: lkp



**AN ORDINANCE GRANTING A FRANCHISE TO AMAZEMENT SQUARE, TO CONSTRUCT, OPERATE AND MANAGE A TIME TRAVEL TUNNEL EXHIBIT, WHICH SHALL BE OPEN TO THE GENERAL PUBLIC, IN AN ABANDONED TRAIN TUNNEL LOCATED BELOW THE PUBLIC RIGHT OF WAY AT 9TH AND JEFFERSON STREETS, FOR A PERIOD OF FORTY YEARS BEGINNING ON \_\_\_\_\_, AND ENDING ON \_\_\_\_\_, 2045.**

WHEREAS, this Franchise is between the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City," and Amazement Square, a Virginia non-profit corporation, hereinafter referred to as "Amazement Square," which was formed for the purpose of establishing and operating a children's museum; and,

WHEREAS, the City is the owner of (i) the public right-of-way along 9<sup>th</sup> and Jefferson Streets in the City of Lynchburg, Virginia, and (ii) of a parcel of property designated as Tax Map No. 045-13-007, and known as 23 9th Street, in the City of Lynchburg, Virginia, which are adjacent to the children's museum that is owned and operated by Amazement Square, and hereafter are collectively and hereinafter referred to in this Franchise as the "Premises." A plat made by the Engineering Division of the City, dated July 2, 2015, and entitled "Map Showing Area for Use Agreement between the City of Lynchburg and Amazement Square, LP at 9th and Jefferson Street Lynchburg, Virginia" is attached hereto as "Exhibit A." References in this Franchise to the "time travel exhibit and education center" are references to the facilities that Amazement Square will construct and operate under this Franchise on (i) the public right-of-way along 9<sup>th</sup> and Jefferson Streets in the City of Lynchburg, Virginia, and (ii) the parcel of property designated as Tax Map No. 045-13-007, and known as 23 9th Street, references to the "time travel exhibit and education center" do not include property that is owned by Amazement Square; and,

WHEREAS, Amazement Square wishes to use the Premises for the establishment and operation of a time travel exhibit and education center which is to be operated in conjunction with its children's museum; and,

WHEREAS, the City is willing to allow Amazement Square to construct, operate and maintain a time travel exhibit and education center on the Premises in accordance with the terms hereinafter set forth in this Franchise.

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

**ARTICLE I-GRANT AND PURPOSE**

Subject to the provisions, conditions, and restrictions hereinafter set in this Franchise, Amazement Square is hereby granted the right, privilege, franchise and authority to construct, operate and maintain a time travel exhibit and education center on the Premises, which time travel exhibit and education center shall be open to the general public. The time travel exhibit will be located in the abandoned railroad tunnel that is partially located beneath the public right-of-way along 9<sup>th</sup> and Jefferson Streets and a portion of the education center will be constructed on a portion of the property designated as 23 9th Street.

## **ARTICLE II-TERM**

This Franchise will be effective for a term of forty years, beginning on \_\_\_\_\_, 2015 and will remain in effect until \_\_\_\_\_, 2045, unless the Franchise is sooner terminated as provided under Article VI—Damage to Property, Article VII—Indemnification and Insurance, or Article X—Termination of the Franchise.

It is intended that the partnership between the City and Amazement Square for the construction, operation, and maintenance of the time travel exhibit and education center shall be a long term arrangement, and at the expiration of the initial term, the City and Amazement Square will negotiate in good faith for a renewal of the Franchise for an additional term under mutually acceptable conditions.

During the term of the Franchise and any extension thereof, Amazement Square shall not sell, transfer, lease, assign, sublet, or dispose of this Franchise, or any of the rights or privileges granted to Amazement Square by this Franchise, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, without the prior written approval of the City.

In the event Amazement Square ceases to operate either its time travel exhibit and education center or its children's museum, this Franchise shall automatically terminate at that time.

At the end of the Franchise period, unless a new Franchise has been negotiated, this Franchise agreement shall continue as a month-to-month tenancy, subject to all terms and conditions contained in this Franchise agreement. Such month-to-month tenancy shall continue until such time as the City gives Amazement Square thirty days written notice of the termination of the month-to-month tenancy.

Upon expiration or termination of this Franchise or the month-to-month tenancy, or earlier if Amazement Square decides to discontinue its use of the time travel tunnel exhibit and education center, Amazement Square must, at its own expense, remove such facilities from the public rights-of-way, and return the premises to the City, in good condition, ordinary wear and tear excepted.

## **ARTICLE III-CONSTRUCTION OF FACILITIES**

Amazement Square shall construct, operate and maintain a time travel exhibit and education center in the abandoned railroad tunnel that is partially located beneath the public right-of-way along 9<sup>th</sup> and Jefferson Streets. Amazement Square shall not expand or extend its facilities to any other locations without a written amendment to this Franchise as provided in Article IX—Amendments to Franchise. It is understood that under the terms of this Franchise, Amazement Square will not become vested with any property rights in any portion of the Premises.

Prior to constructing the time travel exhibit and education center, Amazement Square must submit plans for the time travel tunnel exhibit and education center to the City's Technical Review Committee and the City must approve such plans in writing. Amazement Square shall

install and maintain the time travel exhibit and education center so as not to unreasonably interfere with other uses of or compromise the integrity of the public right-of-way or other public property. Amazement Square shall be responsible for any damages it causes to the City's utility lines or other facilities in the installation, maintenance and operation of the time travel exhibit and education center. Amazement Square shall also be responsible for any damages it causes to privately owned property as a result of the installation, maintenance and operation of the time travel exhibit and education center. A bond will be required of Amazement Square with the amount to be determined by the City Engineer. Amazement Square shall apply to the Department of Public Works for written approval by the City Engineer, prior to commencement of any construction or alteration of its facilities in the City right-of-way, and must submit all available "as built" plans and other location data indicating the existence and approximate location of all facilities in the right-of-way to the City Engineer.

Amazement Square shall obtain a permit from the City and shall perform the work authorized in such permit in accordance with all requirements of any City and State Codes that are applicable to the construction and maintenance of the time travel exhibit and education center. The permit fee required by the City Code shall be in addition to any other fees that may be required. Amazement Square's maintenance obligations shall be performed in accordance with City and State standards.

Amazement Square is responsible for a structural inspection of the time travel exhibit and education center once every two years. A copy of the structural inspection must be sent to the City of Lynchburg/City Engineer, 900 Church Street, Lynchburg, VA 24504, or to such persons as the City may designate in writing from time-to-time.

#### **ARTICLE IV-RELOCATION OF FACILITIES**

Amazement Square shall be responsible for all costs associated with its installation, operation, and maintenance of the time travel exhibit and education center. Whenever the City determines it is necessary in connection with the repair, relocation, or improvement of the public right-of-way or the repair, relocation or improvement of City-owned facilities that are located in the public right-of-way or on public property, the City may require by written notification that Amazement Square facilities shall be removed or relocated. Amazement Square shall remove or relocate its facilities within the time period designated by the City to such place and under such terms and conditions as specified by the City. Amazement Square shall bear all expenses associated with the removal and relocation except that the City will issue, without charge to Amazement Square, whatever City permits are required for the removal or relocation. If Amazement Square does not complete its removal within the period of time specified by the City, the City may take such actions as necessary to effect such removal or relocation. Further, Amazement Square will be responsible for any additional costs and expenses incurred by the City as a result of their failure to remove or relocate their time travel tunnel exhibit and education center. In the event it is necessary for the City to make emergency repairs to its utility lines or facilities or to perform any other emergency work within public right-of-way or public property, the City shall not have to give Amazement Square any advance notice of such emergency work. The City shall have the right to remove or relocate the time travel tunnel exhibit and education center to perform emergency work and Amazement Square shall be

responsible for all costs and expenses incurred by the City in such removal or relocation. The facility shall be designed and constructed in a manner to allow future access throughout the entire length of the tunnel from the existing entrance on the west side of 9<sup>th</sup> Street.

#### **ARTICLE V-INSPECTION**

The City, its agents and employees, shall be allowed to enter onto the time travel tunnel exhibit and education center at reasonable times in order to determine that Amazement Square has complied with and is complying with the terms and conditions of this Franchise and in order to perform maintenance and make repairs and replacements to any City owned facilities.

#### **ARTICLE VI—DAMAGE TO PROPERTY**

If the time travel exhibit and education center shall be partially damaged by fire, the elements, public enemy or other casualty so as to affect Amazement Square's use of the space the facilities, but not render such use untenable, such damage shall be repaired with due diligence by Amazement Square at its own cost and expense. If Amazement Square's time travel exhibit and education center or the children's museum shall be damaged or destroyed by a fire, the elements, a public enemy or other casualty to the extent that such facilities becomes untenable, either the City or Amazement Square may cancel this Franchise unless the parties reach an agreement concerning Amazement Square's repair of the facilities. However, the City shall be under no obligation to repair or rebuild any of the facilities.

The City shall not be liable for any damage to or loss of any of the Amazement Square's property or the property of its employees, representatives, agents, or guests, regardless of how such damage or loss occurs. It is expressly agreed and understood that Amazement Square, its agents, employees and guests in placing property in the time travel exhibit and education center, do so at their own risk.

Amazement Square shall be responsible for repairing or replacing any damages to the City's property that are caused by the acts or omissions of Amazement Square, its employees, representatives, agents, guests, or any other persons Amazement Square permits to enter the time travel exhibit and education center.

#### **ARTICLE VII-INDEMNIFICATION AND INSURANCE**

Indemnification--Amazement Square shall indemnify, hold harmless, and defend the City, its employees, officials, and agents, from and against any and all lawsuits, claims, causes of action, liability, demands, damages, disability, losses, and expenses, of any nature whatsoever, including reasonable attorneys' fees, resulting or in any manner arising from the action or inaction of Amazement Square in constructing, operating, maintaining, repairing, or removing the time travel exhibit and education center, or in carrying on its operations in the City, or in exercising any right or failing to exercise any obligation contained in this Franchise.

The City shall promptly notify Amazement Square of any claims or lawsuits subject to indemnification and defense, and shall cooperate with all reasonable requests by the Amazement Square for information, documents, testimony, or other assistance appropriate to a resolution of

such claims. Amazement Square shall have full responsibility for and control of any action or undertaking directed at the resolution of such claims or lawsuits.

Insurance--During the term of this Franchise, Amazement Square shall obtain and maintain at Amazement Square's sole expense, with financially reputable insurers which are Franchised to do business in all jurisdictions where any work is performed, naming the City, its employees, officials, and agents, as additional insured, not less than the following insurance:

(a) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of not less than \$500,000 per accident.

(b) Commercial general liability, including coverage for contractual liability and products completed operations liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability, naming the City as and additional insured.

(c) "All risk" property insurance covering not less than the full replacement costs of any damage Amazement Square may cause to the City's property.

Amazement Square shall, as condition of this Franchise, prior to the commencement of any work, deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and effect. Amazement Square will be with companies acceptable to the City. The insurance required herein shall require that Amazement Square must give the City thirty calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Amazement Square shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Amazement Square shall, at least thirty days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Amazement Square. Any and all such insurance policies shall name the City, its employees, officials and agents, as insured parties and shall include or be endorsed to include contractual liability. The insurance required hereunder shall be primary, and any insurance or self insurance maintained by the City shall be in excess of and shall not contribute with any insurance required of Amazement Square under this Franchise. Any deductibles or self-insured retention's applicable to required coverage shall be paid by the Amazement Square, and the City shall not be required to participate therewith. All rights of subrogation against the City shall be waived.

Nothing contained in this Franchise shall limit Amazement Square's liability to the City to the limits of insurance certified or carried.

Notwithstanding any of the other provisions of this Franchise, Amazement Square's failure to maintain the required insurance coverage throughout the term of this Agreement or the failure of Amazement Square to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Franchise without prior notice.

## **ARTICLE VIII-COMPLIANCE WITH LOCAL, STATE AND FEDERAL RULES AND REGULATIONS**

The grant of this Franchise is subject to all ordinances, resolutions and procedures of the City as the same now exist or may be hereinafter be adopted, amended, revised, or codified, in lawful exercise of any power granted to the City by the General Assembly or any other lawful body. The City agrees that, except in cases of emergency, it will give Amazement Square thirty days notice of all such rules and regulations adopted by the City before Amazement Square shall be required to comply therewith. In performing its responsibilities under this Franchise will comply with all applicable state and federal laws and regulations all federal, state and local law, ordinances, rules and regulations, currently in force or subsequently adopted that may apply to its activities.

## **ARTICLE IX-AMENDMENTS TO FRANCHISE**

The City and Amazement Square may agree to modify the Franchise from time to time, however, any significant changes in the Franchise must be approved by City Council as required by the Code of Virginia.

## **ARTICLE X-TERMINATION OF THE FRANCHISE**

The City retains the right to withhold or withdraw any and all privileges granted under this Franchise and to terminate this Franchise at any time if Amazement Square fails to comply with any of the terms of the Franchise. Exercise of this right by the City shall be in addition to and not in place of any other rights, which the City has under the terms of this Franchise. Prior to exercising this right, the City Manager, or such other person or persons as the City Manager may from time to time designate, shall provide Amazement Square with written notification of Amazement Square's failure to comply with the terms of the Franchise. Amazement Square shall have thirty days from the date of such notice to remedy any such default. Amazement Square may make a written request for a reasonable extension of the period in which it may remedy any such default to the City Manager, or such other person or persons as the City Manager may from time to time designate. Any such request by Amazement Square shall be in writing and must be made at least fifteen days prior to the expiration of the initial thirty day period. Any subsequent request shall be in writing and must be made prior to the expiration of any subsequent period.

If there are instituted by or against Amazement Square proceedings in bankruptcy or insolvency during the term of this Franchise, the City may terminate the Franchise at any time thereafter. The exercise of this right by the City shall be in addition to and not in place of any other rights, which the City has under the terms of this Franchise. Any successors, or assignee or assignees, or trustee, or receiver of Amazement Square resulting from proceedings in bankruptcy or under any insolvency law shall be subject to and bound by all of the provisions, terms, conditions, and limitations of this Franchise. The City may terminate the Franchise as to any such successor or successors, or assignee or assignees, or trustee, or receiver of the Amazement Square at any time.

The City retains the right to withhold or withdraw any and all privileges under this Franchise and to terminate this Franchise at any time if there is a taking of the Amazement Square's assets by a court of competent jurisdiction. Exercise of this right by the City shall be in addition to and not in place of any other rights, which the City has under the terms of this Franchise.

#### **ARTICLE XI-NOTICES**

Notices to the City and Amazement Square shall be sufficient if sent to the following persons and addresses, or to such other persons and addresses as the City or Amazement Square may designate in writing from time to time.

Notices to Amazement Square shall be sufficient if sent by registered mail, postage prepaid, addressed to:

Mort Sajadian, Amazement Square  
27 9<sup>th</sup> Street,  
Lynchburg, VA 24504.

Notices to the City shall be sufficient if sent by registered mail, postage prepaid, addressed to:

The Lynchburg City Manager  
900 Church Street,  
Lynchburg, Virginia 24504.

## **ARTICLE XII-GENERAL CONDITIONS**

A. Construction, repairs, or expansion of the public streets and City owned utilities may take place during the term of this Franchise and Amazement Square accepts this Franchise subject to any inconvenience or loss of use of the time travel tunnel exhibit and education center or any part thereof which may become necessary because of said construction, repairs, or expansion, and the City shall not be responsible for any loss of revenues Amazement Square may experience as a result of such construction, repairs or expansion.

B. Marginal headings contained in this Franchise are for convenience only and shall not be considered to amplify, relate, modify or otherwise affect any of the terms, provisions or conditions of this Franchise.

C. In the event that any provision of this Franchise shall be construed to be invalid or unenforceable, then the remaining portions shall remain in full force and effect.

D. This Franchise shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

E. Amazement Square does hereby covenant and agree that no person on the grounds of race, sex, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the operation of time travel tunnel exhibit and education center . Further, Amazement Square agrees that it will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.

F. There are no intended third party beneficiaries of this Franchise.

G. All terms and conditions with respect to this Franchise are expressly contained herein, may only be modified as provide in Article IX—Amendments to Franchise , and both parties agree that no representative or agent of City or Amazement Square has made any representation or promise with respect to this Franchise not expressly contained herein.

## **ARTICLE XII-METHOD OF ACCEPTANCE**

Any person, firm, corporation, or other entity bidding for this Franchise shall deposit with the bid its check in the sum of \$100.00, payable to the City as the security to the City that the Grantee shall accept the Franchise within thirty (30) after the adoption of the ordinance granting the same. Upon the failure of the Grantee to accept this Franchise pursuant to the provisions of this section, such Grantee shall forfeit this deposit to the City. The checks of all other bidders shall be returned upon the acceptance of the Franchise by the selected Grantee. The check will be returned to the successful bidder upon the execution of the Franchise.

This Franchise shall be and become effective and shall constitute a contract of Franchise between the City and Grantee when the Grantee shall cause a copy thereof to be signed by a proper official of the



Grantee duly authorized thereto and under its corporate seal, duly attested to by an authorized official of the Grantee, accepting the terms and provisions of this Franchise on behalf of said Grantee.

Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_  
Clerk of Council

### FORM OF ACCEPTANCE

The foregoing Franchise, as set forth in the ordinance adopted by the Council of the City of Lynchburg, Virginia on \_\_\_\_\_, 2015, is hereby accepted by Amazement Square according to the terms thereof for a period beginning \_\_\_\_\_, 2015 and ending \_\_\_\_\_, 2045.

This acceptance is executed on behalf of Amazement Square by \_\_\_\_\_ and \_\_\_\_\_, its President and Secretary, respectively, this \_\_\_\_\_ day of \_\_\_\_\_, and 2015, by virtue of authority duly and properly vested in them as officers of said corporation.

AMAZEMENT SQUARE

By: \_\_\_\_\_  
President

Attested:

By: \_\_\_\_\_  
Secretary

111K

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# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 9

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Lease Agreement at the Lynchburg Regional Airport with Centra Health, Inc.**

RECOMMENDATION: After a public hearing, approve a lease agreement with Centra Health, Inc. ("Centra") for an approximately 6,000 square foot hangar and adjacent outside area (known as Hangar #6, AP-213) of City-owned airport property for the purpose of operating an emergency medical helicopter evacuation service. Authorize the City Manager to execute the lease agreement on behalf of the City.

SUMMARY: Centra Health has been providing emergency medical helicopter services from Lynchburg Regional Airport since 2001. The flight portion of those services were initially provided through an arrangement with the Virginia State Police until 2010, at which time Centra entered into a sub-contract agreement with PHI Air Medical to provide the helicopter services. In order to accommodate both the flight and medical aspects of its services, Centra began operating at that time under a split-lease arrangement between the airport and Virginia Aviation. As such, Centra entered into a ground lease agreement with the airport in order to accommodate the placement of an office and crew quarters for its flight and medical personnel. At the same time, Centra began to sub-lease space for its helicopter in a 6,000 square foot hangar (#6) owned by the City and leased to Virginia Aviation as part of its fixed base operation (FBO) facilities. Since this facility is was one of several formerly leased to Virginia Aviation that was not included in the new Virginia Aviation lease that was approved by City Council on September 8, 2015, it has become necessary for the City to enter into a new lease agreement with Centra to combine its existing airport ground lease agreement with the newly obtained Hangar #6. The initial term of the lease is for a period of 56 months (November 1, 2015 - June 30, 2020), with a five-year (5) option provision at the end of that time.

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

PRIOR ACTION(S): April 27, 2010, public hearing and Council approval for a lease of public property at Lynchburg Regional Airport to Centra Health.

FISCAL IMPACT: For the first eight (8) months of the lease term, the monthly rent will be \$2,750 with the rent increasing by 2.5% each July thereafter.

CONTACT(S): Mark F. Courtney, Airport Director, 455-6089

ATTACHMENT(S): Resolution; property drawing, draft lease

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED That the Lynchburg City Council approves a lease agreement by and between the City of Lynchburg and Centra Health, Inc. for the use of a certain hangar and adjacent airport land located at the Lynchburg Regional Airport; and,

BE IT FURTHER RESOLVED That the City Manager is authorized to execute the lease agreement on behalf of the City.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

115K

# **CITY OF LYNCHBURG, VIRGINIA**

## **Lynchburg Regional Airport**



## **LEASE OF PROPERTY**

**Aircraft Storage Hangar and Aeronautical Land Lease**

**Centra Health, Inc.**

**Term: November 1, 2015 to June 30, 2020**

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**LEASE OF PROPERTY:  
AIRCRAFT STORAGE HANGAR AND AERONAUTICAL LAND LEASE**

**THIS AGREEMENT**, hereinafter referred to as "Agreement", made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF LYNCHBURG**, a municipal corporation of the Commonwealth of Virginia, (the "City"); and **CENTRA HEALTH, INC.**, a Virginia corporation, (Lessee"),

**WITNESSETH:**

**WHEREAS**, the City owns and operates the Lynchburg Regional Airport, hereinafter referred to as the "Airport," located at 350 Terminal Drive, in Campbell County, Virginia; and

**WHEREAS**, Centra Health is engaged in the business of providing medical flight services at Lynchburg Regional Airport and entered into a Lease Agreement for a period of three (3) years and two (2) months, beginning on the 1<sup>st</sup> day of May, 2010, and ending on the 30<sup>th</sup> day of June, 2013; and

**WHEREAS**, Centra Health wishes to enter into an aircraft storage hangar and ground lease agreement for the purpose of aircraft storage in a City-owned hangar, to be combined with a ground lease for the continued placement of temporary office and housing space for pilots, flight nurses and flight paramedics at Lynchburg Regional Airport; and

**WHEREAS**, nothing in this Agreement shall be construed as granting any exclusive rights for aeronautical activity at the Airport to the Lessee, nor prevent the City from creating, modifying, and enforcing any "minimum standards" which would be applicable to all firms or individuals providing goods, services or engaging in commercial or non-commercial activity at the Airport including the Lessee.

**NOW THEREFORE**, for and in consideration of the fees, covenants and mutual promises set forth herein, the City and the Lessee do hereby set forth their Agreement as follows:

**ARTICLE I – TERM**

- A. **Original Term.** The original term of this Agreement shall be for a period of four (4) years and eight (8) months, beginning on the 1<sup>st</sup> day of November, 2015, and ending on the 30<sup>th</sup> day of June, 2020.
- B. **Extension of Agreement.** At the end of the initial four (4) year and eight (8) year term, the parties have the option of extending the Agreement for an additional five (5) year term, upon such conditions as are mutually acceptable and agreed upon by the City and the Lessee in writing.

**ARTICLE II - SCOPE OF SERVICES TO BE OFFERED BY THE LESSEE**

The Lessee shall be permitted to provide medical flight services at Lynchburg Regional Airport through the use of helicopter(s) and/or fixed wing aircraft under a sub-contract with a FAR Part 135 certificated air carrier, and otherwise operate in accordance with all applicable Specialized Aviation Service Operator (SASO) requirements as contained in the *Airport Minimum Standards for Aeronautical Services or Activities* (Minimum Standards), as approved by Lynchburg City Council on August 10, 2004, or the most current version as amended. In the event of a conflict between the terms of the Agreement and the Minimum Standards, the terms of the Agreement shall be controlling.

**ARTICLE III - AIRPORT PROPERTY TO BE LEASED**



- A. **Property Leased to the Lessee.** In order that the Lessee can offer the services described in ARTICLE II (SCOPE OF SERVICES TO BE OFFERED BY THE LESSEE) of this Agreement, the City does hereby lease unto the Lessee the following building and aeronautical land (the “**Premises**”) at Lynchburg Regional Airport (the dimensions and size is approximate) as shown on **Exhibits I and II**:
1. An aircraft storage hangar consisting of 6,000 square feet (known as Hangar #6, AP 213);
  2. A 5,951 square-foot temporary building site on which the Lessee has placed a 1,380 square-foot mobile home-style office and crew housing building.
- B. **Parking.** The Lessee shall be permitted the non-exclusive use of the public vehicle parking areas that serve the adjacent hangars (Hangars #5 and #6) within the areas marked in yellow on **Exhibit II**.
- C. **Possession.** The City covenants that the Lessee will have the right of quiet enjoyment and possession of the Premises as shown on **Exhibits I and II**, and subject to the terms and conditions set forth in this Agreement.
- D. **Use.** This Agreement gives the Lessee the right to use the land identified above and on **Exhibits I and II**, together with the Common Areas listed in Article V (I) (I). The Lessee does not have the authority to use any other Airport premises or facilities without the prior approval of the City.

#### **ARTICLE IV - FINANCIAL PROVISIONS**

The Lessee agrees to pay for the lease of the building site and for the privileges granted in this Agreement the following amounts:

- A. **Rent.** As rent for the use of the aircraft storage hangar and temporary building site shown on **Exhibits I and II**, the Lessee shall pay the City the sum of Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00) per month, without notice or demand therefor, on or before the 1st day of each month, throughout the term of this Agreement. The payments shall be made at the Airport Director's Office, Lynchburg Regional Airport, 350 Terminal Drive, Suite 100, Lynchburg, Virginia 24502. Beginning on July 1, 2016, and on the first day of July each year thereafter, the rent shall be increased by 2.5 percent.
- B. **Late Payments.** If any of the fees and rents due under this Agreement shall not be paid within ten (10) days of the due date, the Lessee shall pay the City a five percent (5%) late penalty on the amount of such delinquent payment, which penalty shall at once become due and payable. In addition, the Lessee shall pay the City interest, at a rate equal to the prime lending rate as quoted in the Wall Street Journal on the due date for such delinquent payment, on the delinquent payment and applicable penalty. Such interest shall begin on the day following the due date for such delinquent payment and applicable penalty, and all interest shall be calculated on a 365-day year. In the event it becomes necessary for the City to institute legal proceedings to collect any of the rent, fees, penalty, interest, or other charges payable under this Agreement, the Lessee agrees to pay all reasonable and necessary expenses incurred by the City in such legal proceedings, including reasonable attorney's fees.

#### **ARTICLE V – USE AND MAINTENANCE OF THE PREMISES**

- A. **Use.** The Lessee may use the Premises for and in connection with a specialized aviation service operation by which to engage in those activities set forth in Section V (SASOs – General Requirements) and Section VI (SASOs – Required Minimum Standards) of the *Airport Minimum Standards for Aeronautical Services or Activities* dated August 10, 2004 (or comparable sections applicable to SASOs as contained in any future amended version), except that the Lessee may be permitted to utilize helicopter(s) on a sub-contracted basis with an FAR Part 135 air carrier in place of the required multi-engine aircraft under Section VI(b.) of the minimum standards, and shall not be required to provide charter services to the general public.

1. **Other Uses.** The Lessee may not use the Premises for non-aeronautical purposes without the prior written consent of the City's Airport Director or his designee the FAA and the Virginia Department of Aviation. Such consent shall not be given if the FAA determines that such non-aeronautical use does not conform to the Airport's ALP and FAA's revenue use provisions. The Lessee may not use the Premises for aviation-related activities other than those referenced in ARTICLE II above, unless the Lessee has met the requirements of the Minimum Standards and obtained the prior written consent of the City's Airport Director or his designee.
  2. **Unsafe Activities and Materials.** The Lessee covenants that it shall not introduce into or onto the Premises, (or any other Airport premises or property), any equipment, materials and/or activity which would be unsafe, detrimental to the public, or which would detrimentally affect the ability of others to utilize Airport facilities. In addition, the Lessee shall give immediate notice to the City in case of fire or accident occurring in or about the Premises, and of any damage and/or injury occurring there to any person, property and/or equipment.
  3. **Appearance of Premises.** The Lessee shall keep the Premises in neat condition and good order.
  4. **Minimize Impact.** The Lessee shall conduct its operations in an orderly and proper manner so that it will not unreasonably annoy, disturb or interfere with others conducting business or other operations on or near the Airport. The Lessee shall also take all reasonable measures to keep the sound level of its operations as low as reasonably possible, particularly during hours of darkness.
    - a. **Aircraft Engine Run-Ups** – Aircraft maintenance run-ups shall be limited to a pre-determined location on the Airport and specific hours as approved by the Airport Director.
- B. **Sub-leases.** The Lessee may sub-lease suitable portions of the Premises to other aeronautical operators or Specialized Aircraft Service Operators (SASOs) consistent with the requirements of the airport's Minimum Standards.
- C. **Additions and Alterations.** The Lessee shall be permitted, within the term of this Agreement, to make alterations and erect additions and structures upon the Premises upon advance written approval by the City. Such alterations, and additions, if of a permanent nature, will become the property of the City. It is understood that while it shall be the right of the City to improve the Premises leased hereunder, there shall be no duty or obligation upon the City to do so under the terms of this Agreement.
- D. **Illumination.** The Lessee shall maintain suitable lighting around the exterior of its office and crew housing building to ensure the safe operation of equipment and passage of persons. Such lighting or illumination shall be installed in such a way as to not interfere with aircraft operations. The City shall be responsible for all aircraft storage hangar, roadway and parking lot lighting in public areas.
- E. **Utilities.** The Lessee shall arrange for all heating, sewer, gas, water, electricity, telephone and/or other utility services which may arise from the Lessee's use of the Premises and shall purchase utilities directly from the respective supplier, and if required by the City or utility agencies as a condition of said services, the Lessee shall install standard metering devices for the measuring of such services. In the event it shall become necessary to make changes upon the Premises, or within the structures covered by this Agreement, such as wiring, plumbing or similar installations, as a condition of the continuance of utility services, and the Lessee desires to continue such services, the Lessee shall promptly make such changes in installations, as directed and required by the utility organizations. It is agreed that the City shall have the right, without cost or compensation to the Lessee, to install and maintain in, on or across the Premises, sewer, water, gas, electric, telephone lines, electric substations, street widenings or other installations necessary to the operation of the Airport, or to service the other tenants of the City.

- F. **Snow and Ice.** The Lessee shall promptly remove snow and ice from walkways located on the Premises.
- G. **Signs.** Prior to the erection, construction or placing of any identifying signs on the Premises, the Lessee shall submit to the Airport Director, for approval in writing, such drawings, sketches, design dimensions and type, number and character of the sign(s) and proposed means of attachment, as is necessary to obtain such approval.
- H. **General Privileges.** The City hereby grants to the Lessee the following general privileges, uses and rights, in common with others, subject to the terms, conditions and covenants set forth herein:
1. **Common Areas.** The Lessee will be permitted the non-exclusive right to use in common with others now or hereafter duly authorized, any and all air navigation facilities which now or have been or may hereafter be provided by the City, the Federal, or the State Governments, for the generality thereof, the landing field, the runways, aprons, taxiways, floodlights, landing lights, signals, beacons, aids to navigation and other conveniences for the flying, landings and takeoffs of the Lessee's aircraft at the Airport.
  2. **Ingress/Egress.** The Lessee shall have reasonable rights of ingress and egress from its Premises over Airport roadways, including common use roadways, subject to the Airport's Security Program. The rights of ingress and egress granted herein are granted to the Lessee employees, guests, patrons, invitees, suppliers and other individuals authorized by the Lessee. If requested to do so by the FAA, or for the purpose of construction or any aeronautical purpose, the City shall have the right to establish and/or limit hours in which the Lessee may exercise its rights of ingress and egress, by providing the Lessee with prior written notice of the proposed changes.
- I. **Other Facilities.** It is possible the Lessee and/or the City and/or others will wish to construct hangars or other aviation or non-aviation facilities, or change the use of or lease existing facilities at the Airport, other than those leased to the Lessee under this Article. Nothing in this Agreement shall prevent the City or others from constructing new facilities, or making different uses or changing the uses of or leasing existing facilities, other than those leased to the Lessee under Article III of this Agreement, or from additional contracts being made between the City, the Lessee, or others to construct, operate, or lease such new or existing facilities, including the right to demolish and/or replace existing leased buildings. Separate agreements may also be negotiated between the City, the Lessee, and/or others to construct T-hangars, common hangars or other facilities at the Airport with different terms than this Agreement.
- J. **The Lessee's Property.** All property and equipment belonging to the Lessee, located on or about the Premises shall be there at the sole risk of the Lessee, and the City shall not be obligated hereunder to carry any insurance on any property or equipment owned by the Lessee, nor liable for any loss, damage or expense with respect thereto, regardless of how such loss or damage shall occur. The City shall not be liable for the theft, misappropriation, or loss thereof, or for any damage or injury thereto regardless of how they occurred.
- K. **Maintenance of Premises.**
1. **Condition of Premises/Maintenance.** The Lessee agrees to accept the Premises in its current condition and shall be responsible for interior cleaning, and shall cause to be removed all trash and garbage, and agrees not to deposit the same on any part of the Airport except temporarily in conjunction with the collection or removal thereof. The Lessee shall not store large quantities of aviation fuel, oils, deicer or similar substances on the Premises. The City shall perform all regular grounds maintenance around the Premises including debris removal, mowing and maintenance of landscaped areas, if any.
  2. **Maintenance – Temporary Building Site.** The Lessee shall keep and maintain the Premises,

including its building, in substantially the same order and repair as at the inception of this Agreement, reasonable wear and tear excepted. The Lessee shall be responsible for all maintenance and repair of its building or facilities that may be placed on the Premises.

3. **Maintenance – Aircraft Storage Hangar (#6 AP 213).** The Lessee shall keep and maintain the Aircraft Storage Hangar in substantially the same order and repair as at the inception of the Lease, reasonable wear and tear excepted; provided, however, that the City shall, as it becomes necessary for the preservation of the Premises, maintain and make all repairs and replacements to the structural supports, frames and roof of the building, including the hangar and garage doors. The City shall also be responsible for maintaining and repairing interior room heating and hangar heating systems, plumbing, electrical, and performing interior and exterior maintenance and painting. The Lessee shall repair all damages to the leased Premises caused by its agents, employees, guests and patrons.

## **ARTICLE VI – RULES, REGULATIONS AND OTHER REQUIREMENTS**

- A. **The City's Rules.** The Lessee shall observe all rules and regulations currently in force, or from time to time promulgated by the City, which in the City's judgment are needed for the general well-being and safety of the Premises and the Airport of which they are a part; provided, however, that any such rules and regulations shall be of general application to other similarly situated Airport tenants and users. The rules and regulations may, in the discretion of the City, be modified from time to time.
- B. **The Airport's Minimum Standards.** Except as otherwise provided for in this Agreement, the Lessee and all other persons over whom the Lessee has authority, direction, control or responsibility including, without limitation, employees, agents, or persons it invites or permits to be on the Premises, shall be subject to and shall comply with all provisions of the *Airport Minimum Standards for Aeronautical Services or Activities* for the Lynchburg Regional Airport dated August 10, 2004, and any amendments thereto, and any other resolutions, regulations or directives issued by the City Council of the City and/or its Airport Director.
- C. **Compliance with Airport Assurances.** The Lessee shall conduct its operations and activities under this Agreement in accordance with the obligations of the City to the federal government as well as to the Commonwealth of Virginia under any existing or future grant agreements. The Lessee shall comply with all requirements of the FAA Airport Sponsor Assurances as applicable including, but not limited to:
  1. That the Lessee shall furnish all services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and,
  2. That the Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. **Licenses and Other Authorizations.** The Lessee shall procure from all government authorities having jurisdiction over its activities and/or operations at the Premises and/or the Airport, and shall maintain in effect at all times during the term of this Agreement, all governmental or other licenses, certificates, permits, or other authorizations which are or may be required and/or necessary for the conduct of its operations or any activities at the Airport. The Lessee shall provide proof of the existence of such authorization(s) to the City upon execution of this Agreement. Thereafter, such proof shall be provided upon request by the City.
- E. **Rules and Regulations of Others.** In exercising the rights and privileges granted to it herein, the Lessee shall observe, obey and comply with all federal, state and local laws, regulations, ordinances, orders, directives, and other requirements applicable to the Airport and/or the Lessee's operations at the Airport. This requirement shall include, without limitation, the obligation to comply with all applicable FAA, EPA and/or State DEQ regulations, other environmental or hazardous waste laws or regulations, and other orders

and directives. The Lessee shall obtain all necessary FAA, EPA and/or DEQ approvals required in connection with its operations and/or any activities on the Premises and/or the Airport. The Lessee shall promptly provide notice to the City of any notice of violation, warning, summons or legal process received by the Lessee in connection with the enforcement of any such laws, regulations, ordinances, orders, directives and other requirements.

- F. **Drug-Free Workplace.** The Lessee acknowledges and certifies that it understands that the following actions by it, its employees and/or agents on Airport property are prohibited: (a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or any controlled substance(s); and (b) any impairment or incapacitation from the use of alcohol or controlled substances. The use of drugs in connection with legitimate medical purposes may be permitted. The Lessee will comply with the Drug-Free Workplace Act, if applicable.
- G. **Discrimination.** The Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and (b) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, added to, or changed. In addition, the Lessee shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations and Title VI of the Civil Rights Act of 1964. The City reserves the right to take such action as the Federal Government may direct to enforce this provision.
- H. **Taxes and/or Charges.** The Lessee shall pay all taxes and/or charges, if any, with respect to the Premises and/or its operations therein or thereon, in addition to any other fee(s) and/or charges provided for herein.
- I. **Fines.** In the event the City is fined by any Local, State or Federal regulatory authority for the failure of the Lessee to abide by all applicable rules and regulations in its operations and activities at the Airport, and in particular, should the Lessee violate any rules or regulations pertaining to security, the Lessee shall be responsible for the payment of all penalties and fines.
- J. **Record Keeping.** Throughout this Agreement, upon the written request of the City, the Lessee shall allow the City reasonable access to its books, records, files, accounts, other sources and repositories of information, and its facilities, to allow the City and/or the FAA to investigate and/or determine the Lessee's compliance with this Agreement and/or with any law, rule, order or regulation pertaining to the Lessee's activities at the Airport. In the event that any information sought by the City is within the exclusive possession of another who fails or refuses to furnish the information, the Lessee shall pursue all available efforts and means to obtain the information, and the Lessee shall provide the City with written description of the efforts made by it to obtain the information.
- K. **Certificates and/or ratings.** All personnel of the Lessee who are required to hold FAA certificates and/or ratings shall maintain such certificates and ratings in a current status, and the Lessee shall maintain copies of such certificates and/or ratings in files located on Airport premises and shall allow the City to inspect such documents upon request.

## **ARTICLE VII - INDEMNITY AND INSURANCE**

- A. **Indemnification.** In respect to the Premises, responsibilities and privileges described in this Agreement, the Lessee shall indemnify and save harmless and provide a defense for the City, its agents, officials, and employees from any and all liability, damages, expenses, causes of action, suits, claims or judgments

including all court costs and legal fees and other costs incurred in defending such claims, which may accrue against, be charged to, or recovered from or sought to be recovered from the City, its agents, officials, and employees, by reason of or on account of damage to the property of the City and the property of, injury to or death of any person arising from the Lessee's use and occupancy of the Premises or the performance of services or the exercise of any rights, pursuant to this Agreement, which property damage, personal injury or death is alleged to be due or is due to any wrongful act, omission or negligence on the part of the Lessee, its agents, employees, or duly authorized representatives; and shall afford the City a reasonable opportunity to investigate any claim against the Lessee, its agents, employees, or duly authorized representatives. The Lessee is not required to indemnify, save harmless or provide a defense for the City for the negligent or willful acts or omissions of the City's agents, officials and employees.

**B. Insurance.**

1. **Requirement.** In addition to any other insurance coverage required by this Agreement (e.g. insurance to cover the damage or loss of property and/or equipment in or on the Premises), the Lessee shall obtain and maintain in effect throughout the term of this Agreement the following insurance coverage:
  - a. \$3,000,000 Airport General Liability Insurance for bodily injury and property damage.
  - b. \$1,000,000 Automobile Liability combined single limit for all other AOA vehicles that are restricted to the General Aviation area only (licensed for operation on public roads).
  - c.. Worker's Compensation Insurance as required by the Commonwealth of Virginia.
  - d.. All other insurance required by law.
2. **Required Provisions.** All insurance required by this Agreement shall be obtained in accordance with the following:
  - a. The City, its officials and employees shall be named as additional insured under the terms and conditions of the policies covering liability for personal and/or physical injuries (including death) and property damage, and policies covering City owned buildings leased hereunder.
  - b. Any deductible or self-insured retention applicable to required coverages shall be paid by the Lessee and the City shall not be required to participate therewith.
  - c. Each of the insurance policies and certificates required herein, except for Worker's Compensation Insurance, shall **require that the Lessee must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, the Lessee shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. The Lessee shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to the Lessee.**
  - d. The insurance required of the Lessee herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of the Lessee and shall not contribute therewith.

- e. The Lessee's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the City.
- f. Neither party hereto shall be liable to the other party or to the insurer of other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage, and the parties specifically waive, but only to the extent permitted by provisions of the insurance policy in question, their rights of subrogation as aforesaid. It is further understood and agreed that if either party's insurer does not waive its right of subrogation or the insurer's policy prohibits or does not allow for said waiver of subrogation, then the other party is also relieved of its waiver of subrogation obligation as aforesaid.
- g. All insurance will be obtained by the Lessee from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

**C. Casualty Insurance – Aircraft Storage Hangar.** The City shall be responsible for providing all necessary casualty insurance coverage in the event of damage or destruction of the aircraft storage hangar building.

- 3. **Certificates Required.** The Lessee shall provide the City with Certificates of Insurance confirming the required insurance and coverages and the additional insured endorsement, signed by a person authorized by the insurance company to bind the company to the representations contained therein. Certificates of insurance shall be provided to the City's Risk Management Division by the Lessee upon execution of this Agreement, upon each anniversary of the Commencement Date of this Agreement (without demand by the City), and at other times throughout the Term of this Agreement within ten days of a request by the City for confirmation of insurance.
- 4. **Contents Coverage.** The City will not carry, and will not be obligated to provide, any "contents coverage" insuring the contents of any office or other space within the Premises. The Lessee shall provide such coverage during this Agreement and thereafter, if and for so long as any property of the City is located and/or to be used within the Premises.
- 5. **Subcontractors.** The subcontractors of the Lessee, which perform their services on Airport property, shall be subject to all of the insurance requirements contained within this Agreement.
- 6. **Payment of Insurance Premiums.** The failure of the Lessee to maintain all of the insurance coverage required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of this Agreement, without any prior notice by the City, any contrary provisions contained in ARTICLE XI (DEFAULT AND TERMINATION) notwithstanding.
- 7. **Liability to the City.** The Lessee's liability to the City under this Article shall not be limited to the amounts of the insurance coverage provided herein.
- 8. **Modification of Insurance Requirements.** The City reserves the right to review and/or modify the insurance requirements herein prior to any renewal or extension of this Agreement.

#### **ARTICLE VIII - AIRPORT SECURITY PROGRAM**

The Lessee agrees to comply, at all times, with the Airport's Security Program (ASP) and requirements. The ASP is set forth in writing and has been provided to the Lessee. The Lessee shall, in conducting its activities and operations in or about the Premises and the Airport, be responsible for compliance with the ASP, and shall be liable for and shall pay any Transportation Security Administration (TSA) fine or fee imposed on the City as the

result of or in connection with the Lessee's failure to comply with the ASP. In accordance with the Airport Security Program required by TSA Regulations, the Lessee agrees to assume authority and responsibility for pedestrian and vehicular access in and around all the leased property herein and to fully comply with the Airport Security Plan.

#### **ARTICLE IX - POTENTIALLY HAZARDOUS SUBSTANCES**

- A. Except as otherwise provided herein, the Lessee warrants that it shall keep the Premises free of all environmental, health or safety hazards and/or nuisances of any kind whatsoever. In addition, except as otherwise provided herein, the Lessee will not make or allow to be made any change in usage, additions, or improvements in, on or to the Premises which will result in the presence or release of Hazardous Materials on the Premises.
- B. The Lessee shall not install or allow to be installed any underground storage tanks on the Premises. Any above-ground storage tanks shall be maintained by the Lessee in compliance with Virginia's AST permit/operating/financial responsibility requirements. The Lessee shall keep all records pertaining to above-ground storage tanks at the Premises, and shall provide the City with current copies of all permits obtained with respect to such above-ground storage tanks. On each anniversary of the Commencement Date of this Agreement, the Lessee shall provide the City with copies of all records maintained by the Lessee in connection with Virginia's AST program and requirements.
- C. In its activities at the Airport, the Lessee shall comply with all of the terms and conditions contained in the Stormwater Pollution Prevention Plan (SWP3) for Lynchburg Regional Airport, the terms and conditions of which are incorporated in this Agreement as if fully set forth herein. The Lessee will not be responsible for any capital improvements that may be required in order to comply with the Stormwater Pollution Prevention Plan. In addition, in order to prevent or reduce the discharge of pollutants to stormwater resulting from spills of petroleum products or other materials, the Lessee shall develop and implement a Spill Prevention Control and Countermeasure (SPCC) Plan, if required, in accordance with 40 CFR 112.
- D. The Lessee shall be required to obtain, maintain and comply with all permits, authorizations and registrations required by law for its operations on the Premises.
- E. The City reserves the right to enter the Premises, at any time, to determine whether the Lessee is complying with the terms and conditions of this Article.
- F. The Lessee shall furnish, upon the reasonable request of the City, all report(s), assessment(s) or other document(s) satisfactory to the City showing, to the extent the Premises are being used and/or have been used by it for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials, that the Lessee is in compliance with any applicable federal, state, or local laws, regulations, or ordinances.
- G. The Lessee shall immediately furnish to the City's Airport Director written notice of any and all releases of hazardous wastes or substances whenever such releases also are required to be reported to any federal, state, or local authority, and shall pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. The Lessee shall also provide the Airport Director with copies of any and all reports resulting from tests on Airport property or made to any governmental agency, which relate to Airport property.
- H. The Lessee shall be responsible, at its sole cost, for the prompt and proper collection and disposal of all toxic or hazardous wastes, as well as for petroleum product wastes such as waste oil.



- I. The City shall have the right, but not the obligation, to enter onto the Premises and to take such actions as it reasonably deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any of the events described above, which, if true, could result in an order, suit or other action against the City affecting any part of the demised property by any governmental agency or otherwise which, in the sole opinion of the City, could jeopardize the City. All costs and expenses incurred by the City in the exercise of any such right shall be payable by the Lessee upon demand.
- J. Regardless of the City's acquiescence, and in addition to indemnification provisions contained elsewhere in this Agreement, the Lessee shall, from the date of this Agreement, defend, indemnify, and hold the City of Lynchburg, its agents, officials, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of the Lessee's violation of this Article, and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. The Lessee further covenants and agrees to reimburse the City, and to hold the City, its agents, officials, and employees, harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the City, after the date of execution of this Agreement, as a result of the Lessee's use, release, leakage, spillage, discharge or disposal of any petroleum product, hazardous substance, material or waste, onto the ground or into the water or air. The provisions of this paragraph shall have no impact whatsoever on the Lessee's indemnification obligations to the City under any other agreement between the Lessee and the City.

#### **ARTICLE X - RIGHTS RESERVED BY THE CITY**

The City, in addition to any other rights herein retained by it, specifically reserves the following privileges:

- A. The City's Airport Director or his designee is hereby designated as the official representative for the enforcement of all provisions of this Agreement with full power to represent the City in its dealings with the Lessee in connection with the rights herein agreed.
- B. All actions related to policy determination, authorization of assignment or sublets of this Agreement, modification or termination of this Agreement, or other similar matters affecting the terms of this Agreement, shall emanate from the Council of the City of Lynchburg or its designee.
- C. The City reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Agreement.
- D. The City reserves the right to enter upon the Premises at any time in case of emergency.
- E. The City reserves the right to further develop or improve the property surrounding the Premises for the benefit of the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.
- F. During time of war or national emergency, the City shall have the right to lease any portion of the Airport to the United States Government for military or national use, if requested to do so by the U.S. Government. If any such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended, including the Lessee's obligation to pay rent which obligation will be suspended altogether or reduced proportionally, as appropriate.
- G. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States Government or the Commonwealth of Virginia, relative to the operation,

maintenance or management of the Airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal or State funds for the development of the Airport or the continued operation of the Airport. Should the effect of such agreement with the United States Government or Commonwealth of Virginia be to take the property under this Agreement or substantially destroy the commercial value of such property, either the City or the Lessee shall have the right to terminate this Agreement without further obligation of either of the parties hereto.

- H. The City hereby reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed. This public right of flight shall include the right to cause in said airspace any noise or vibration inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.
- I. The City reserves the right to take any action it considers necessary to protect the area of approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any structure on the Premises, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft. This right includes:
  - 1. Prohibiting the erection of structures or growth of natural objects that would constitute an obstruction to air navigation, and
  - 2. Prohibiting any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport.
- J. The City reserves the right to control all Airport operations, including the right to designate the take-off and landing location of the Lessee's helicopter(s) or aircraft. The right to control Airport operations shall include, without necessarily being limited to, the following: the right to close any airport facility(ies), without any liability to the Lessee for the consequences of any the closing, when it deems such closing to be reasonably necessary for the maintenance, repair or development of any Airport property or facility(ies) and/or for the safety of the general public. This right shall also include the right to reserve adequate apron area for the landing, unloading and parking of aircraft at the Airport. The City reserves the right to make all Airport facilities developed with federal aid, and all Airport facilities usable for the landing and taking-off of aircraft, available to the United States at all times, without charge, for use by military aircraft; except that if use by military aircraft will be substantial, the City may charge the United States a reasonable amount, proportionate to the use, to recover the costs of operating and maintaining the facilities to be used by the United States. The amount of use to be considered substantial, and the charges, if any, to be made therefor, shall be determined solely by and between the City and the United States; however, the City shall consult with the Lessee and consider the Lessee's recommendations in that regard. The City's right to control Airport operations does not give the City the right to unilaterally modify the terms of this Agreement with respect to the facilities exclusively leased to the Lessee under ARTICLE II (AIRPORT PROPERTY TO BE LEASED AND USED BY THE LESSEE) of this Agreement. Should the City close any of the buildings leased to the Lessee under this Agreement for more than ten (10) days, the Lessee's rent obligation hereunder will be reduced by a pro-rated amount. Should the City close all of the facilities leased to the Lessee under this Agreement for more than ten (10) days, the Lessee's rent obligation hereunder will be suspended until the facilities are reopened and returned for the Lessee's use.
- K. All privileges and rights to the use of the Airport, other than those specifically granted to the Lessee within this Agreement, are hereby reserved to the City.
- L. No exercise of any rights reserved to the City by this Article shall be construed as an eviction of the Lessee, nor such exercise be grounds for any abatement of rentals, fees or charges provided for by this Agreement, nor shall such exercise be grounds for any claim or demand for damages, of any nature whatsoever, except

as provided in Paragraph (J) above.

#### **ARTICLE XI - DEFAULT AND TERMINATION**

- A. **Termination by City.** Except as otherwise provided for in this Lease, the City may terminate this Agreement, without forfeiture, waiver, or release of the City's right to any sum of money due or to become due under the provisions of this Agreement, by giving the Lessee ninety (90) days advance written notice, except as provided for in Sub-paragraph (9) below, to be served and hereinafter provided, upon or after the happening of any one of the following events:
1. The filing by the Lessee of a voluntary petition in bankruptcy;
  2. The institution of bankruptcy proceedings against the Lessee and the adjudication of the Lessee as a bankrupt corporation pursuant to such proceedings, which is not dismissed within thirty (30) days from the commencement thereof;
  3. The taking by a court of competent jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
  4. The appointment of a Receiver of the Lessee's assets;
  5. The divestiture of the Lessee's estate herein by other operation of law;
  6. The voluntary abandonment of the Lessee of its business at the Airport for a period of (10) days;
  7. The default by the Lessee in the performance or the nonperformance of any covenant or agreement herein required to be performed (other than the Lessee's payment of rentals, fees or other charges), or required not to be performed by the Lessee, and the failure of the Lessee to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same; provided, however, that no notice of termination as above provided shall be of any force or effect if the Lessee shall have remedied the default prior to the receipt, in accordance with the provisions of this Article;
  8. Any assignment made by the Lessee for benefit of its creditors or any assignment by operation of law of the Lessee's interests in this Agreement;
  9. In the event the Lessee fails to pay all or any part of the rentals, fees or other charges provided for in this Agreement when due and payable, the City shall give the Lessee written notice of such default. The failure of the Lessee to pay all of said rentals, fees or other charges provided for in this Agreement in full, within thirty (30) days after receipt of such written notice, shall be grounds for the immediate termination of this Agreement. At the end of the thirty-day period, the City may immediately declare the Agreement terminated without further notice to the Lessee.

No waiver of default by City of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of monthly fees or the performance of all or any part of this Agreement by City for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the City to terminate this Agreement for the subsequent failure to so perform, keep or observe any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Lessee.

If this Agreement is terminated on grounds of a Default, and the Lessee does not surrender and quit the

Premises as required herein, the City may re-enter the Premises and remove the Lessee therefrom. Under such circumstances, the Lessee shall be deemed to have waived any right to notice of the City's re-entry, the City shall not be liable to the Lessee in connection with any action taken by it to enter and re-take possession of the Premises, and the Lessee shall pay all expenses incurred by the City to re-enter and/or repossess the Premises including, without limitation, reasonable attorneys' fees, putting the Premises into good and proper repair, protecting the Premises, expenses incurred to obtain a new tenant, etc.).

**B. Termination by the Lessee.** The Lessee may terminate this Agreement and terminate all or any of its obligations hereunder at any time that the Lessee is not in default in the payment of any fees or charge to City hereunder by giving City ninety (90) days advance written notice to be served as hereunder provided, upon or after the happening of any one of the following events:

1. The failure or refusal of the FAA at any time during the term of this Agreement to permit the Lessee to operate into or from the Airport with any type of aircraft licensed to operate into or from other airports of like size and character; provided, however, that such failure or refusal is not due to any fault of the Lessee;
2. The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect the Lessee's use of the Premises at the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days; provided, however, that the issuance of such injunction is not due to any fault of the Lessee.
3. The inability of the Lessee to use the Airport for a period in excess of sixty (60) days, because of the issuance of any order, rule or regulation by the FAA, or other competent governmental authorities, preventing the Lessee from operating into and from the Airport; provided, however that such inability or such order, rule or regulation is not due to any fault of the Lessee.
4. The default by the City in the performance of any covenants and agreements herein required to be performed by the City and the failure of the City to remedy such default for a period of thirty (30) days after receipt of the Lessee or written notice to remedy the same, provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of the Lessee's notice of termination;
5. The assumption or taking by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in any manner as to substantially restrict the Lessee, for a period of at least ninety (90) days from operating an air transportation system; provided, however, that such assumption is not due to any fault of the Lessee.

The Lessee's waiver of default of the City's performance of all or any part of any terms, covenants and conditions herein contained to be performed, kept and observed by City, shall not be deemed a waiver of any right on the part of the Lessee to terminate this Agreement for a subsequent failure by City to so perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed.

## **ARTICLE XII - ASSIGNMENT OR TRANSFER OF AGREEMENT**

The Lessee shall not at any time assign, sell or transfer this Agreement or any part thereof without the prior written consent of the City. This consent by the City may not be unreasonably withheld provided the assignee shall be financially able, as determined under the Airport's Minimum Standards, to assume said Agreement and provided the assignee shall use the said property for the purposes set forth in this Agreement only. However, the Lessee's interest in this Agreement shall not inure to the benefit of any successor in interest of the Lessee, as a result of the merger, consolidation or other reorganization of the Lessee, without the participation by such successor in the RFP process, if such participation is required by the Minimum Standards. Under no

circumstances shall the Lessee be relieved of any of its obligations hereunder by any such transfer.

The above provisions of this Article are not intended to prohibit the Lessee from entering into a sub-lease agreement consistent with the requirements set forth in the airport's Minimum Standards. However, any aeronautical service(s) offered to the public by a sub-lessee, whether that service is authorized in this Agreement or not, must follow the applicable procedures as contained in the Airport's Minimum Standards for approval by the City prior to engaging in business activities. In the event the lessee enters into a sub-lease agreement for aeronautical service(s) that are not to be offered to the public (self-servicing), and such service(s) are specifically authorized by this Agreement, the lessee shall not be required to obtain prior approval of the City. The lessee, however, shall make copies of any such sub-lease agreement available to the City upon request.

No assignment or sublease shall in any way affect or diminish the Lessee's obligations to perform all of the terms, conditions and provisions contained in this Agreement. In the event the City and any of the surrounding localities establish an Airport Authority for the operation of the Lynchburg Regional Airport, the City shall have the right to assign this Agreement to the Airport Authority and said Airport Authority shall have the right to assume all of the City's rights and responsibilities under this Agreement

### **ARTICLE XIII - SURRENDER OF POSSESSION**

Upon the expiration or termination of this Agreement, the Lessee's authority to use the Premises, rights and facilities herein granted shall cease, and the Lessee shall, upon such expiration or termination, promptly remove its buildings and facilities and surrender the Premises to the City.

Except as otherwise provided in this Agreement, all equipment and other personal property brought in, installed, or placed by the Lessee in, on, or about the Premises during the term of this Agreement shall be deemed to be personal and shall remain the property of the Lessee, and the Lessee shall have the right, at any time during the term of this Agreement and for a period of sixty (60) days after the expiration or termination hereof, to remove any or all of its property from the Premises; provided, however, the Lessee is not in default in its payment to City hereunder, and further subject to the Lessee's obligation to repair all damage, if any, resulting from such removal, and to make reasonable restoration of the Premises to the condition in which they existed prior to the Lessee's occupancy of said Premises. Any and all property not removed by the Lessee within sixty (60) days subsequent to the expiration or other termination of this Agreement shall, thereupon, become a part of the land on which it is located and title thereto shall be vested in City. The City may remove and/or dispose of such items without any liability to the City.

### **ARTICLE XIV – NOTICES**

Notices to the Lessee provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the \_\_\_\_\_ of the Lessee or to such other representative persons or addressees as the Lessee may designate to the City in writing from time to time, at \_\_\_\_\_, Lynchburg, Virginia \_\_\_\_\_. Notices to City provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Airport Director, Lynchburg Regional Airport, 350 Terminal Road, Suite 100, Lynchburg, Virginia 24502, or to such other representative persons or addressees as the City may designate from time to time. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage prepaid, in the U.S. Mail.

### **ARTICLE XV- GENERAL PROVISIONS**

- A. **Height Restrictions.** The Lessee expressly agrees for itself, its successors and assigns to restrict the height of any structures, objects, or natural growth and other obstructions on the hereinabove described property to such a height as to comply with Federal Aviation Regulations, Part 77.
- B. **Interference with Airport Activities.** The Lessee expressly agrees for itself, its successors and assigns to

prevent any use of the hereinabove described property that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

- C. **FAA.** Whenever the terms "Federal Aviation Administration" or "FAA" are used in this Agreement, they shall be construed as referring not only to the Federal Aviation Administration, but also to such other appropriate Federal Government agencies which may be the successor or successors thereof.
- D. **Repairs to Airport.** It is understood and agreed that major airfield repairs or rebuilding may take place during the term of this Agreement and the Lessee accepts this Agreement subject to any inconvenience or loss of use of said Premises or any part thereof which may become necessary because of said airfield repairs, rebuilding, construction or expansion
- E. **Headings.** Marginal headings contained in this Agreement are for convenience only and shall not be considered to amplify, relate, modify, or otherwise affect any of the terms, provisions or conditions of this Agreement.
- F. **Severability.** In the event that any provision of this Agreement shall be construed to be invalid or unenforceable, then the remaining portions shall remain in full force and effect.
- G. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings shall be filed in the courts of the City of Lynchburg and in no other forum.
- H. **Snow Removal.** It is expressly understood that there shall be no duty upon the City under this Agreement to remove snow or ice from the Premises.
- I. **Loss of Revenue.** The City shall not be liable for any loss of revenue to the Lessee resulting from City's acts, omissions, or neglect in the maintenance and operation of the Airport and its facilities.
- J. **Entire Agreement.** All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of City or the Lessee has made any representation or promise with respect to this Agreement not expressly contained herein.
- K. **Government Approval.** It is understood that this Agreement is made subject to its approval by the Virginia Department of Aviation and the City Council of the City of Lynchburg, if any such approval is needed.
- L. **Reservation of Rights.** It is distinctively understood that all privileges and uses at said Airport, except to the extent herein granted to the Lessee, are expressly reserved by the City to grant or use in its discretion as the City may deem advisable.
- M. **No Exclusive Rights.** Nothing contained in this Agreement shall be construed as granting or authorizing the granting of any exclusive right within the meaning of Section 308(a) of the Federal Aviation Act.
- N. **Governmental Agency Agreements.** The City hereby advises the Lessee that it has entered into various agreements with the United States Government and the Commonwealth of Virginia, with respect to the Airport. The City further represents that it intends, from time to time hereafter, to enter into additional agreements with Governmental agencies with respect to applications for funds for improvements to be made at said Airport, in accordance with pertinent statutes, rules and regulations of respective and duly constituted, competent governmental authorities having jurisdiction thereof. This Agreement is expressly made subject to all of said agreements now existing or hereafter made.
- O. **Business Organization.** Upon execution of this Agreement, the Lessee shall provide to the City (if it has

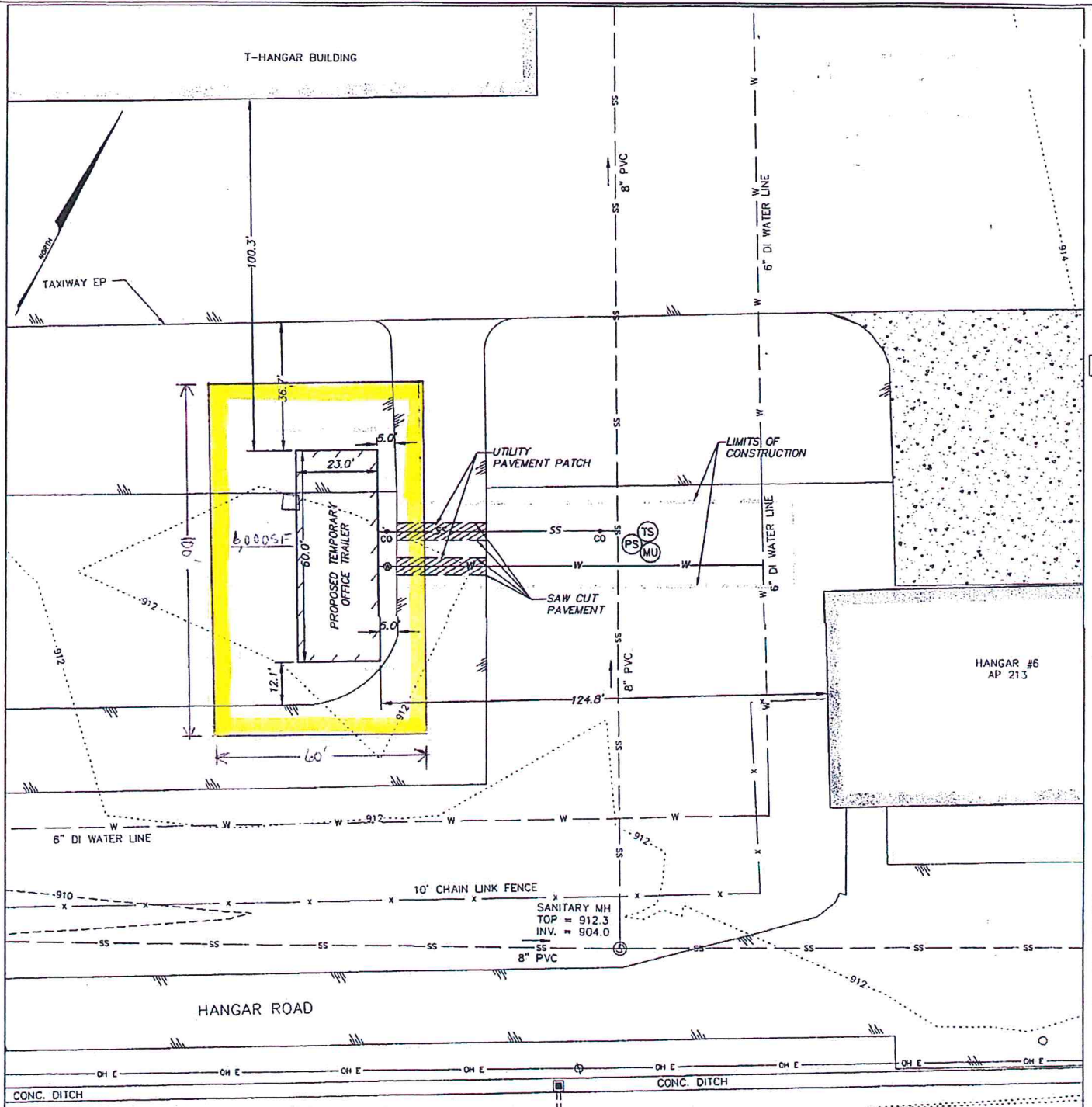
not already done so) documents confirming its corporate status and its authorization to conduct business in the Commonwealth of Virginia. The Lessee shall notify the City immediately of any change(s) in its organizational and/or corporate status, and shall notify the City immediately upon receipt of information that its authorization to conduct business in Virginia is or will be revoked.

- P. **Remedies not exclusive.** All rights and remedies provided in this Agreement shall be deemed cumulative and additional to, and not in lieu of or exclusive of each other or of any other rights and/or remedies available to the parties by virtue of this Agreement, and/or by virtue of any administrative or legal proceeding, whether legal or equitable in nature.
- Q. **Binding Effect.** The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.
- R. **Modification.** This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties in the same manner and with the same formalities as this Agreement.
- S. **Independent Entities.** Nothing contained in this Agreement shall be construed as or deemed to make either party hereto the agent, partner or joint venturer of the other, except as may otherwise be provided herein. Nothing contained in this Agreement shall give the Lessee any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Agreement, neither party shall be responsible or held liable for the acts or omissions of the other. In performing any services pursuant to this Agreement, the Lessee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and the City shall in no way be responsible therefor.
- T. **Obligation to Amend.** In the event that the Federal Aviation Administration, or its successor, requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required; provided, however, that if such modifications or changes substantially change or adversely affect the financial condition of the Lessee hereunder, the Lessee shall have the option, upon sixty (60) days written notice to the City, to terminate this Agreement.





# Exhibit 1



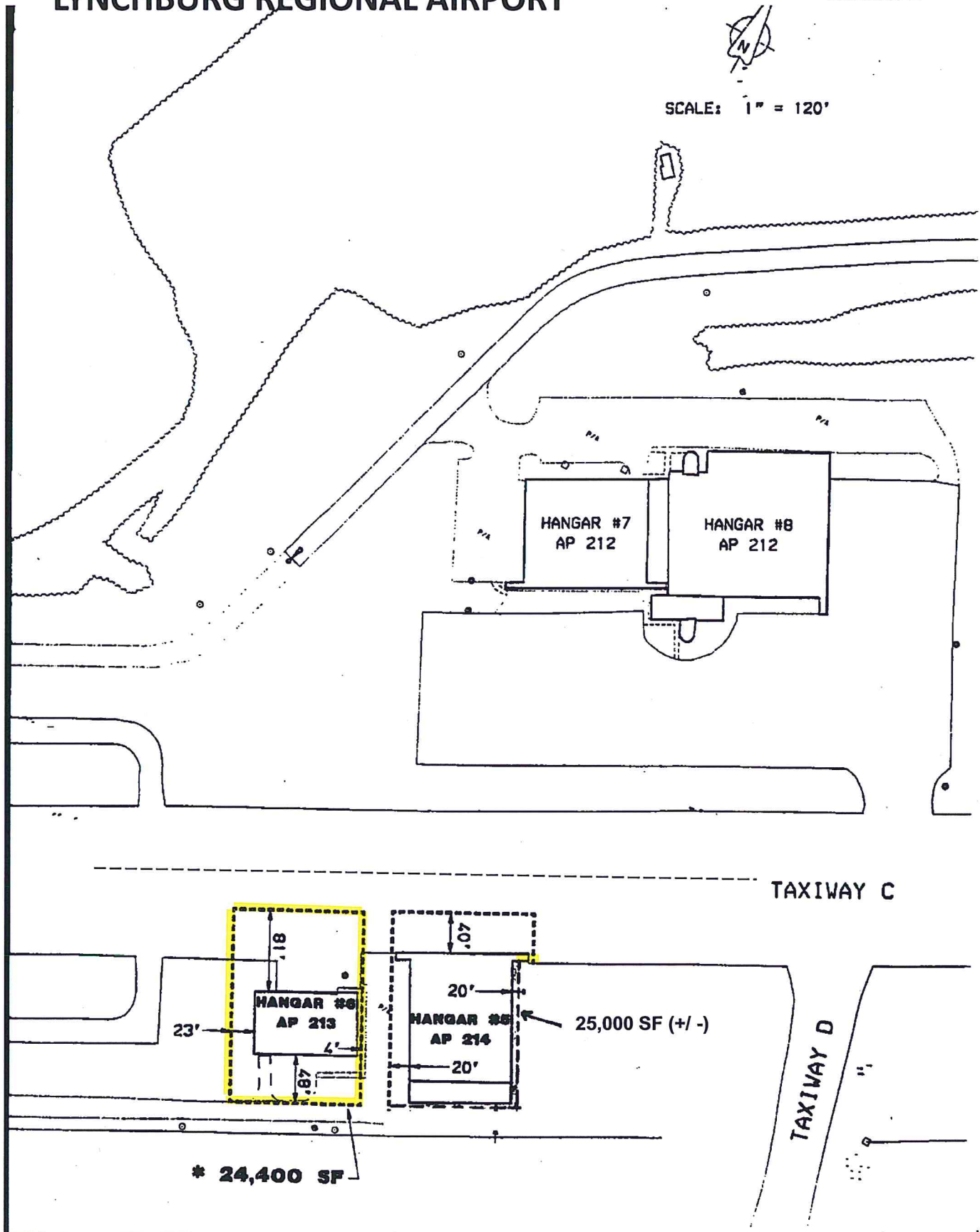
**Centra Health  
Temporary Building Site  
Lynchburg Regional Airport**

# LYNCHBURG REGIONAL AIRPORT

Exhibit 2



SCALE: 1" = 120'



# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 10

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Lease Agreement at eh Lynchburg Regional Airport with Bon Air Brokerage**

RECOMMENDATION: After a public hearing, approve a lease agreement with Bon Air Brokerage for use of City-owned airport facilities known as Hangar #1 (AP-204) and adjacent office space, and Hangar #3 (AP-205) and adjacent office space, altogether consisting of approximately 16,000 square feet of hangar space and 3,400 square feet of office space for the purpose of operating as a Specialized Aviation Service Operator (SASO) at Lynchburg Regional Airport. Authorize the City Manager to execute the lease agreement on behalf of the City.

SUMMARY: After nearly 10 years of offering the services of two fixed base operations (FBOs) at Lynchburg Regional Airport, in June 2014 Aviation Resources, Inc. d/b/a Virginia Aviation was acquired by the airport's other FBO, Freedom Aviation, Inc. Following a lengthy review and negotiating process, on September 8, 2015 City Council approved a new lease for Virginia Aviation which, in order to maintain and encourage competition at Lynchburg Regional Airport, did not include certain hangar and office areas previously leased to Virginia Aviation.

Bon Air Brokerage, an established aircraft sales and management company in Virginia, expressed a desire to lease two of these hangars and adjoining office areas. Accordingly, Bon Air submitted an application under Lynchburg Regional Airport's Minimum Standards for Aeronautical Services and Activities on October 1, 2015 to operate as a SASO, effective November 1, 2015. In addition to the above listed services, Bon Air proposes to offer aircraft storage, rental and flight training services. As part of the applicant review process, the Lynchburg Regional Airport Commission held a special meeting on October 7, 2015 which resulted in the Commission making a unanimous decision to recommend that City Council approve a lease agreement with Bon Air Brokerage by authorizing the City Manager to execute a lease agreement.

The term of the lease is for a period of 56 months (November 1, 2015 – October 30, 2020), with an additional five (5) year option to be exercised upon mutual agreement of the parties. There is a statutory requirement for a public hearing prior to leasing City property.

PRIOR ACTION(S): Lynchburg Regional Airport Commission Special Meeting, 10/07/15, recommended City Council approve authorizing the City Manager to enter into a lease.

FISCAL IMPACT: For the first 8 months of the lease term, the monthly rent will be \$3,402 with the rent increasing by 2.5% each November thereafter.

CONTACT(S): Mark F. Courtney, Airport Director, 455-6089

ATTACHMENT(S): Resolution; property drawing; draft lease

REVIEWED BY: lkp

## RESOLUTION

BE IT RESOLVED That the Lynchburg City Council approves a lease agreement by and between the City of Lynchburg and Bon Air Brokerage for lease of certain hangar facilities, adjoining office areas, and adjacent outside areas for the purpose of operating a Specialized Aviation Service Operator (SASO) business located at the Lynchburg Regional Airport; and,

BE IT FURTHER RESOLVED That the City Manager is authorized to execute the lease agreement on behalf of the City.

Adopted:

Certified:

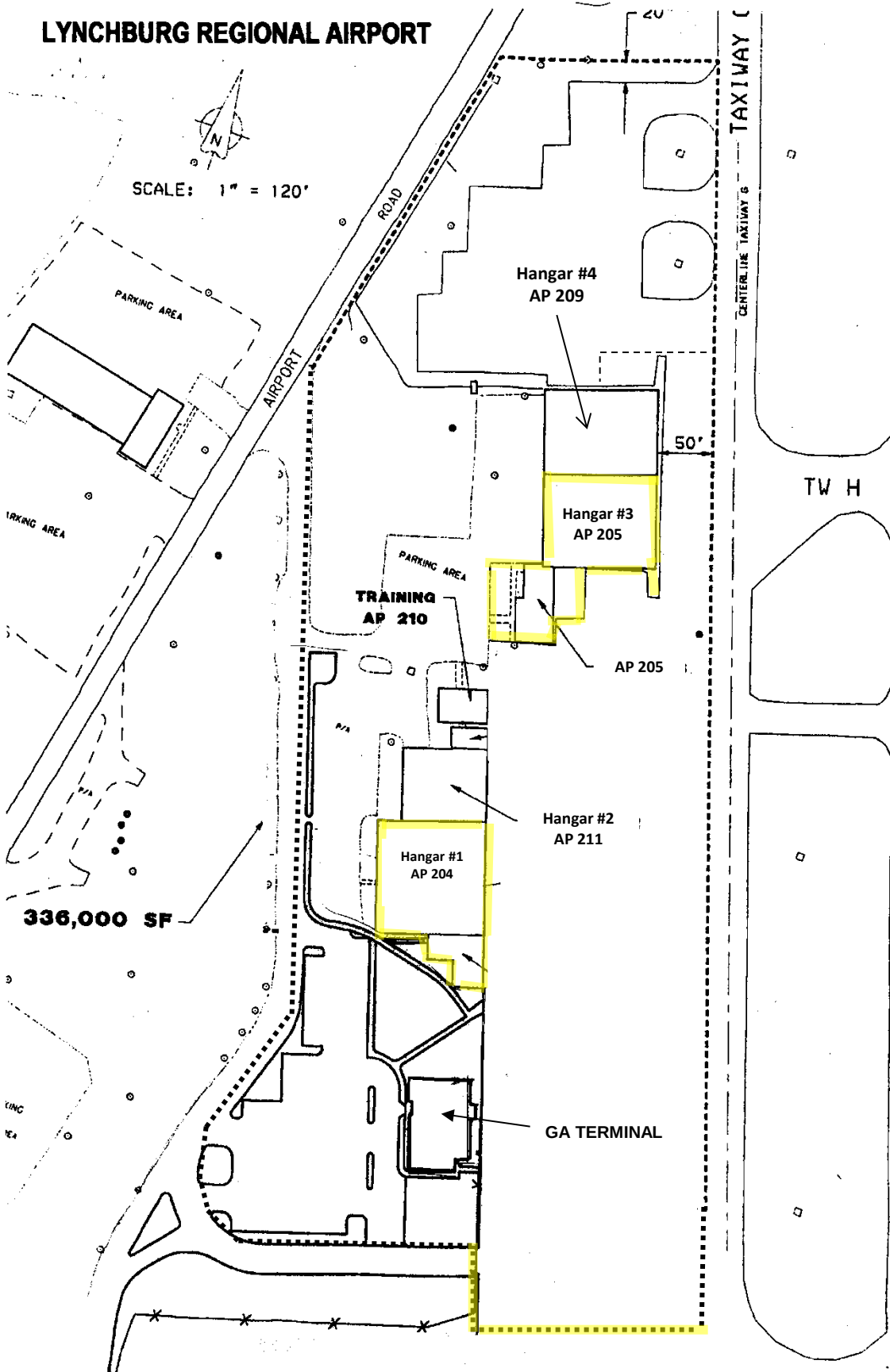
\_\_\_\_\_  
Clerk of Council

116K

# LYNCHBURG REGIONAL AIRPORT

Exhibit I

SCALE: 1" = 120'



# **CITY OF LYNCHBURG, VIRGINIA**

## **Lynchburg Regional Airport**



## **LEASE OF PROPERTY**

**Aircraft Storage Hangars and Office Areas**

**Bon Air Brokerage, LLC**

**Term: November 1, 2015 to June 30, 2020**

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**LEASE OF PROPERTY:  
AIRCRAFT STORAGE HANGAR AND AERONAUTICAL LAND LEASE**

**THIS AGREEMENT**, hereinafter referred to as "Agreement", made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20015, by and between the **CITY OF LYNCHBURG**, a municipal corporation of the Commonwealth of Virginia, (the "City"); and **BON AIR BROKERAGE, LLC**, a Virginia corporation, (the "Lessee"),

**WITNESSETH:**

**WHEREAS**, the City owns and operates the Lynchburg Regional Airport, hereinafter referred to as the "Airport," located at 350 Terminal Drive, in Campbell County, Virginia; and

**WHEREAS**, Bon Air Brokerage desires to engage in the business of providing specialized aviation services at Lynchburg Regional Airport by entering into a hangar and office space lease; and

**WHEREAS**, nothing in this Agreement shall be construed as granting any exclusive rights for aeronautical activity at the Airport to the Lessee, nor prevent the City from creating, modifying, and enforcing any "minimum standards" which would be applicable to all firms or individuals providing goods, services or engaging in commercial or non-commercial activity at the Airport including the Lessee.

**NOW THEREFORE**, for and in consideration of the fees, covenants and mutual promises set forth herein, the City and the Lessee do hereby set forth their Agreement as follows:

**ARTICLE I – TERM**

- A. **Original Term.** The original term of this Agreement shall be for a period of four (4) years and eight (8) months, beginning on the 1<sup>st</sup> day of November, 2015, and ending on the 30<sup>th</sup> day of June, 2020.
- B. **Extension of Agreement.** At the end of the initial four (4) year and eight (8) month term, the parties have the option of extending the Agreement for an additional five (5) year term, upon such conditions as are mutually acceptable and agreed upon by the City and the Lessee in writing.

**ARTICLE II - SCOPE OF SERVICES TO BE OFFERED BY THE LESSEE**

The Lessee shall be permitted to provide aircraft management, aircraft sales, aircraft rental and flight training services at Lynchburg Regional Airport, and otherwise operate in accordance with all applicable Specialized Aviation Service Operator (SASO) requirements as contained in the *Airport Minimum Standards for Aeronautical Services or Activities* (Minimum Standards), as approved by Lynchburg City Council on August 10, 2004, or the most current version as amended. In the event of a conflict between the terms of the Agreement and the Minimum Standards, the terms of the Agreement shall be controlling.

**ARTICLE III - AIRPORT PROPERTY TO BE LEASED**

- A. **Property Leased to the Lessee.** In order that the Lessee can offer the services described in ARTICLE II (SCOPE OF SERVICES TO BE OFFERED BY THE LESSEE) of this Agreement, the City does hereby lease unto the Lessee the following buildings and related office space (the "**Premises**") at Lynchburg Regional Airport (the dimensions and size are approximate) as shown on **Exhibit I**:
1. An aircraft storage hangar consisting of 10,000 square feet (known as Hangar #1, AP 204), and an adjoining office and reception area consisting of 1,600 square feet;

2. An aircraft storage hangar consisting of 6,000 square feet (known as Hangar #3, AP 205), and an adjoining office, classroom and reception area consisting of 1,800 square feet.
- B. **Parking.** The Lessee shall be permitted the non-exclusive use of the public vehicle parking areas that serve the adjacent hangars (#1 and #3) within the areas marked in yellow on **Exhibit II**.
- C. **Possession.** The City covenants that the Lessee will have the right of quiet enjoyment and possession of the Premises as shown on **Exhibit I**, and subject to the terms and conditions set forth in this Agreement.
- D. **Use.** This Agreement gives the Lessee the right to use the land identified above and on **Exhibit I**, together with the Common Areas listed in Article V (H)(I). The Lessee does not have the authority to use any other Airport premises or facilities without the prior approval of the City.

#### **ARTICLE IV - FINANCIAL PROVISIONS**

For the lease of the hangars and office space described in ARTICLE III (AIRPORT PROPERTY TO BE LEASED) and for the privileges granted in this Agreement:

- A. **Rent.** Lessee shall pay the City the sum of Three Thousand Four Hundred and Two Dollars (\$3,402.00) per month, without notice or demand therefor, on or before the 1st day of each month, throughout the term of this Agreement. The payments shall be made at the Airport Director's Office, Lynchburg Regional Airport, 350 Terminal Drive, Suite 100, Lynchburg, Virginia 24502. Beginning on July 1, 2016, and on the first day of July each year thereafter, the rent shall be increased by 2.5 percent.
- B. **Late Payments.** If any of the fees and rents due under this Agreement shall not be paid within ten (10) days of the due date, the Lessee shall pay the City a five percent (5%) late penalty on the amount of such delinquent payment, which penalty shall at once become due and payable. In addition, the Lessee shall pay the City interest, at a rate equal to the prime lending rate as quoted in the Wall Street Journal on the due date for such delinquent payment, on the delinquent payment and applicable penalty. Such interest shall begin on the day following the due date for such delinquent payment and applicable penalty, and all interest shall be calculated on a 365-day year. In the event it becomes necessary for the City to institute legal proceedings to collect any of the rent, fees, penalty, interest, or other charges payable under this Agreement, the Lessee agrees to pay all reasonable and necessary expenses incurred by the City in such legal proceedings, including reasonable attorney's fees.

#### **ARTICLE V – USE AND MAINTENANCE OF THE PREMISES**

- A. **Use.** The Lessee may use the Premises for and in connection with specialized aviation services associated with those activities set forth in Section V (SASOs – General Requirements) and Section VI (SASOs – Required Minimum Standards) of the *Airport Minimum Standards for Aeronautical Services or Activities* dated August 10, 2004 (or comparable sections applicable to SASOs as contained in any future amended version).
  1. **Other Uses.** The Lessee may not use the Premises for non-aeronautical purposes without the prior written consent of the City's Airport Director or his designee, the FAA, and the Virginia Department of Aviation. Such consent shall not be given if the FAA determines that such non-aeronautical use does not conform to the Airport's ALP and FAA's revenue use provisions. The Lessee may not use the Premises for aviation-related activities other than those referenced in ARTICLE II above, unless the Lessee has met the requirements of the Minimum Standards and obtained the prior written consent of the City's Airport Director or his designee.
  2. **Unsafe Activities and Materials.** The Lessee covenants that it shall not introduce into or onto the

Premises (or any other Airport premises or property), any equipment, materials and/or activity which would be unsafe, detrimental to the public, or which would detrimentally affect the ability of others to utilize Airport facilities. In addition, the Lessee shall give immediate notice to the City in case of fire or accident occurring in or about the Premises, and of any damage and/or injury occurring there to any person, property and/or equipment.

3. **Appearance of Premises.** The Lessee shall keep the Premises in neat condition and good order.
4. **Minimize Impact.** The Lessee shall conduct its operations in an orderly and proper manner so that it will not unreasonably annoy, disturb or interfere with others conducting business or other operations on or near the Airport. The Lessee shall also take all reasonable measures to keep the sound level of its operations as low as reasonably possible, particularly during hours of darkness.
  - a. **Aircraft Engine Run-Ups** – Aircraft maintenance run-ups shall be limited to a pre-determined location on the Airport and specific hours as approved by the Airport Director.
- B. **Sub-leases.** The Lessee may sub-lease suitable portions of the Premises to other aeronautical operators or Specialized Aircraft Service Operators (SASOs) consistent with the requirements of the airport's Minimum Standards, and shall provide a copy of any such sub-lease agreement to the City's Airport Director.
- C. **Additions and Alterations.** The Lessee shall be permitted, within the term of this Agreement, to make alterations and erect additions and structures upon the Premises upon advance written approval by the City. Such alterations, and additions, if of a permanent nature, will become the property of the City. It is understood that while it shall be the right of the City to improve the Premises leased hereunder, there shall be no duty or obligation upon the City to do so under the terms of this Agreement.
- D. **Illumination.** The City shall maintain the existing lighting around the exterior of the leased office buildings to ensure the safe operation of equipment and passage of persons. The City shall also be responsible for maintaining or replacing all exterior hangar, roadway and parking lot lighting in public areas as required.
- E. **Utilities.** The Lessee shall arrange for all heating, sewer, gas, water, electricity, telephone and/or other utility services which may arise from the Lessee's use of the Premises and shall purchase utilities directly from the respective supplier. If required by the utility agencies as a condition of said services, the City shall install standard metering devices for the measuring of such services. In the event it shall become necessary to make changes upon the Premises, or within the structures covered by this Agreement, such as wiring, plumbing or similar installations, as a condition of the continuance of utility services, and the Lessee desires to continue such services, the City shall make such changes in installations, as directed and required by the utility organizations. It is agreed that the City shall have the right, without cost or compensation to the Lessee, to install and maintain in, on or across the Premises, sewer, water, gas, electric, telephone lines, electric substations, street widenings or other installations necessary to the operation of the Airport, or to service the other tenants of the City.
- F. **Snow and Ice.** The Lessee shall promptly remove snow and ice from walkways located on the Premises.
- G. **Signs.** Prior to the erection, construction or placing of any identifying signs on the Premises, the Lessee shall submit to the Airport Director, for approval in writing, such drawings, sketches, design dimensions and type, number and character of the sign(s) and proposed means of attachment, as is necessary to obtain such approval.
- H. **General Privileges.** The City hereby grants to the Lessee the following general privileges, uses and rights, in common with others, subject to the terms, conditions and covenants set forth herein:

1. **Common Areas.** The Lessee will be permitted the non-exclusive right to use in common with others now or hereafter duly authorized, any and all air navigation facilities which now or have been or may hereafter be provided by the City, the Federal, or the State Governments, for the generality thereof, the landing field, the runways, aprons, taxiways, floodlights, landing lights, signals, beacons, aids to navigation and other conveniences for the flying, landings and takeoffs of the Lessee's aircraft at the Airport.
  2. **Ingress/Egress.** The Lessee shall have reasonable rights of ingress and egress from its Premises over Airport roadways, including common use roadways, subject to the Airport's Security Program. The rights of ingress and egress granted herein are granted to the Lessee employees, guests, patrons, invitees, suppliers and other individuals authorized by the Lessee. If requested to do so by the FAA, or for the purpose of construction or any aeronautical purpose, the City shall have the right to establish and/or limit hours in which the Lessee may exercise its rights of ingress and egress, by providing the Lessee with prior written notice of the proposed changes.
- I. **Other Facilities.** It is possible the Lessee and/or the City and/or others will wish to construct hangars or other aviation or non-aviation facilities, or change the use of or lease existing facilities at the Airport, other than those leased to the Lessee under this Article. Nothing in this Agreement shall prevent the City or others from constructing new facilities, or making different uses or changing the uses of or leasing existing facilities, other than those leased to the Lessee under Article III of this Agreement, or from additional contracts being made between the City, the Lessee, or others to construct, operate, or lease such new or existing facilities, including the right to demolish and/or replace existing leased buildings. Separate agreements may also be negotiated between the City, the Lessee, and/or others to construct T-hangars, common hangars or other facilities at the Airport with different terms than this Agreement.
- J. **The Lessee's Property.** All property and equipment belonging to the Lessee, located on or about the Premises shall be there at the sole risk of the Lessee, and the City shall not be obligated hereunder to carry any insurance on any property or equipment owned by the Lessee, nor liable for any loss, damage or expense with respect thereto, regardless of how such loss or damage shall occur. The City shall not be liable for the theft, misappropriation, or loss thereof, or for any damage or injury thereto regardless of how they occurred.
- K. **Maintenance of Premises.**
1. **Condition of Premises.** The Lessee agrees to accept the Premises in its current condition and shall be responsible for interior cleaning, and shall cause to be removed all trash and garbage, and agrees not to deposit the same on any part of the Airport except temporarily in conjunction with the collection or removal thereof. The Lessee shall not store large quantities of aviation fuel, oils, deicer or similar substances on the Premises.
  2. **Maintenance – Aircraft Storage Hangars and Offices (AP 204 and 205).** The Lessee shall keep and maintain the Premises in substantially the same order and repair as at the inception of the Lease, reasonable wear and tear excepted; provided, however, that the City shall, as it becomes necessary for the preservation of the Premises, maintain and make all repairs and replacements to the structural supports, frames and roofs of the buildings, including hangar doors and glass. The City shall also be responsible for repairing interior room HVAC and hangar heating systems, plumbing, electrical, and performing exterior maintenance and painting. The Lessee shall be responsible for performing interior painting, replacing flooring or carpeting and other minor repairs as needed; however, Lessee shall not do so without prior approval of the City. The Lessee shall repair all damages to the leased Premises caused by its agents, employees, guests and patrons. The City reserves the right to enter the Premises during all reasonable business hours for inspections to ensure the maintenance and upkeep conditions of the Lease are upheld. Should the Lessee fail to keep the Premises in good order and repair as is reasonably required in order to preserve the general appearance and value of the Premises, and if such

maintenance and repair is not undertaken within ten (10) days after receipt of written notice from the City, the City shall have the right to enter on the Premises and perform the necessary maintenance or repairs, and the Lessee shall be responsible for the cost of such work by the City.

3. **Grounds Maintenance.** The Lessee shall perform all regular grounds maintenance around the Premises including debris removal, mowing and maintenance of landscaped areas, if any.

#### **ARTICLE VI – RULES, REGULATIONS AND OTHER REQUIREMENTS**

- A. **The City's Rules.** The Lessee shall observe all rules and regulations currently in force, or from time to time promulgated by the City, which in the City's judgment are needed for the general well-being and safety of the Premises and the Airport of which they are a part; provided, however, that any such rules and regulations shall be of general application to other similarly situated Airport tenants and users. The rules and regulations may, in the discretion of the City, be modified from time to time.
- B. **The Airport's Minimum Standards.** Except as otherwise provided for in this Agreement, the Lessee and all other persons over whom the Lessee has authority, direction, control or responsibility including, without limitation, employees, agents, or persons it invites or permits to be on the Premises, shall be subject to and shall comply with all provisions of the *Airport Minimum Standards for Aeronautical Services or Activities* for the Lynchburg Regional Airport dated August 10, 2004, and any amendments thereto, and any other resolutions, regulations or directives issued by the City Council of the City and/or its Airport Director.
- C. **Compliance with Airport Assurances.** The Lessee shall conduct its operations and activities under this Agreement in accordance with the obligations of the City to the federal government as well as to the Commonwealth of Virginia under any existing or future grant agreements. The Lessee shall comply with all requirements of the FAA Airport Sponsor Assurances as applicable including, but not limited to:
  1. That the Lessee shall furnish all services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and,
  2. That the Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. **Licenses and Other Authorizations.** The Lessee shall procure from all government authorities having jurisdiction over its activities and/or operations at the Premises and/or the Airport, and shall maintain in effect at all times during the term of this Agreement, all governmental or other licenses, certificates, permits, or other authorizations which are or may be required and/or necessary for the conduct of its operations or any activities at the Airport. The Lessee shall provide proof of the existence of such authorization(s) to the City upon execution of this Agreement. Thereafter, such proof shall be provided upon request by the City.
- E. **Rules and Regulations of Others.** In exercising the rights and privileges granted to it herein, the Lessee shall observe, obey and comply with all federal, state and local laws, regulations, ordinances, orders, directives, and other requirements applicable to the Airport and/or the Lessee's operations at the Airport. This requirement shall include, without limitation, the obligation to comply with all applicable FAA, EPA and/or State DEQ regulations, other environmental or hazardous waste laws or regulations, and other orders and directives. The Lessee shall obtain all necessary FAA, EPA and/or DEQ approvals required in connection with its operations and/or any activities on the Premises and/or the Airport. The Lessee shall promptly provide notice to the City of any notice of violation, warning, summons or legal process received by the Lessee in connection with the enforcement of any such laws, regulations, ordinances, orders, directives and other requirements.

- F. **Drug-Free Workplace.** The Lessee acknowledges and certifies that it understands that the following actions by it, its employees and/or agents on Airport property are prohibited: (a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or any controlled substance(s); and (b) any impairment or incapacitation from the use of alcohol or controlled substances. The use of drugs in connection with legitimate medical purposes may be permitted. The Lessee will comply with the Drug-Free Workplace Act, if applicable.
- G. **Discrimination.** The Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (a) no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and (b) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, added to, or changed. In addition, the Lessee shall not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations and Title VI of the Civil Rights Act of 1964. The City reserves the right to take such action as the Federal Government may direct to enforce this provision.
- H. **Taxes and/or Charges.** The Lessee shall pay all taxes and/or charges, if any, with respect to the Premises and/or its operations therein or thereon, in addition to any other fee(s) and/or charges provided for herein.
- I. **Fines.** In the event the City is fined by any Local, State or Federal regulatory authority for the failure of the Lessee to abide by all applicable rules and regulations in its operations and activities at the Airport, and in particular, should the Lessee violate any rules or regulations pertaining to security, the Lessee shall be responsible for the payment of all penalties and fines.
- J. **Record Keeping.** Throughout this Agreement, upon the written request of the City, the Lessee shall allow the City reasonable access to its books, records, files, accounts, other sources and repositories of information, and its facilities, to allow the City and/or the FAA to investigate and/or determine the Lessee's compliance with this Agreement and/or with any law, rule, order or regulation pertaining to the Lessee's activities at the Airport. In the event that any information sought by the City is within the exclusive possession of another who fails or refuses to furnish the information, the Lessee shall pursue all available efforts and means to obtain the information, and the Lessee shall provide the City with written description of the efforts made by it to obtain the information.
- K. **Certificates and/or ratings.** All personnel of the Lessee who are required to hold FAA certificates and/or ratings shall maintain such certificates and ratings in a current status, and the Lessee shall maintain copies of such certificates and/or ratings in files located on Airport premises and shall allow the City to inspect such documents upon request.

## **ARTICLE VII - INDEMNITY AND INSURANCE**

- A. **Indemnification.** In respect to the Premises, responsibilities and privileges described in this Agreement, the Lessee shall indemnify and save harmless and provide a defense for the City, its agents, officials, and employees from any and all liability, damages, expenses, causes of action, suits, claims or judgments including all court costs and legal fees and other costs incurred in defending such claims, which may accrue against, be charged to, or recovered from or sought to be recovered from the City, its agents, officials, and employees, by reason of or on account of damage to the property of the City and the property of, injury to or death of any person arising from the Lessee's use and occupancy of the Premises or the performance of services or the exercise of any rights, pursuant to this Agreement, which property damage, personal injury or death is alleged to be due or is due to any wrongful act, omission or negligence on the part of the Lessee,

its agents, employees, or duly authorized representatives; and shall afford the City a reasonable opportunity to investigate any claim against the Lessee, its agents, employees, or duly authorized representatives. The Lessee is not required to indemnify, save harmless or provide a defense for the City for the negligent or willful acts or omissions of the City's agents, officials and employees.

**B. Insurance.**

1. **General Requirements.** In addition to any other insurance coverage required by this Agreement (e.g. insurance to cover the damage or loss of property and/or equipment in or on the Premises), the Lessee shall obtain and maintain in effect throughout the term of this Agreement the following insurance coverage:
  - a. \$3,000,000 Airport General Liability Insurance for bodily injury and property damage.
  - b. \$1,000,000 Automobile Liability combined single limit for all other AOA vehicles that are restricted to the General Aviation area only (licensed for operation on public roads).
  - c.. Worker's Compensation Insurance as required by the Commonwealth of Virginia.
  - d.. All other insurance required by law.
2. **Casualty Insurance – Aircraft Storage Hangars and Offices.** The Lessee shall cause all buildings, structures and fixtures located in or on the Demised Premises to be insured to the extent of one hundred percent (100%) of the full replacement value thereof, against damage or destruction by fire, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicle and smoke ("Casualty"), as follows:
  - a. Aircraft Storage Hangar #1 (AP 204) & Office Space \$893,200
  - b. Aircraft Storage Hangar #3 (AP 205) & Office Space \$575,000

The Lessee shall regularly review and update this required coverage. The City assumes no obligation whatsoever to repair or replace any building, structure or fixture in or on the Demised Premises which is destroyed by Casualty.

3. **Required Provisions.** All insurance required by this Agreement shall be obtained in accordance with the following:
  - a. The City, its officials and employees shall be named as additional insured under the terms and conditions of the policies covering liability for personal and/or physical injuries (including death) and property damage, and policies covering City owned buildings leased hereunder.
  - b. Any deductible or self-insured retention applicable to required coverages shall be paid by the Lessee and the City shall not be required to participate therewith.
  - c. Each of the insurance policies and certificates required herein, except for Worker's Compensation Insurance, shall **require that the Lessee must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such**

**cancellation or nonrenewal notice, the Lessee shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. The Lessee shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to the Lessee.**

- d. The insurance required of the Lessee herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of the Lessee and shall not contribute therewith.
  - e. The Lessee's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the City.
  - f. Neither party hereto shall be liable to the other party or to the insurer of other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage, and the parties specifically waive, but only to the extent permitted by provisions of the insurance policy in question, their rights of subrogation as aforesaid. It is further understood and agreed that if either party's insurer does not waive its right of subrogation or the insurer's policy prohibits or does not allow for said waiver of subrogation, then the other party is also relieved of its waiver of subrogation obligation as aforesaid.
  - g. All insurance will be obtained by the Lessee from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.
4. **Certificates Required.** The Lessee shall provide the City with Certificates of Insurance confirming the required insurance and coverages and the additional insured endorsement, signed by a person authorized by the insurance company to bind the company to the representations contained therein. Certificates of insurance shall be provided to the City's Risk Management Division by the Lessee upon execution of this Agreement, upon each anniversary of the Commencement Date of this Agreement (without demand by the City), and at other times throughout the Term of this Agreement within ten days of a request by the City for confirmation of insurance.
5. **Contents Coverage.** The City will not carry, and will not be obligated to provide, any "contents coverage" insuring the contents of any office or other space within the Premises. The Lessee shall provide such coverage during this Agreement and thereafter, if and for so long as any property of the City is located and/or to be used within the Premises.
6. **Subcontractors.** The subcontractors of the Lessee, which perform their services on Airport property, shall be subject to all of the insurance requirements contained within this Agreement.
7. **Payment of Insurance Premiums.** The failure of the Lessee to maintain all of the insurance coverage required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of this Agreement, without any prior notice by the City, any contrary provisions contained in ARTICLE XI (DEFAULT AND TERMINATION) notwithstanding.
8. **Liability to the City.** The Lessee's liability to the City under this Article shall not be limited to the amounts of the insurance coverage provided herein.
9. **Modification of Insurance Requirements.** The City reserves the right to review and/or modify the insurance requirements herein prior to any renewal or extension of this Agreement.



## ARTICLE VIII - AIRPORT SECURITY PROGRAM

The Lessee agrees to comply, at all times, with the Airport's Security Program (ASP) and requirements. The ASP is set forth in writing and applicable portions have been provided to the Lessee. The Lessee shall, in conducting its activities and operations in or about the Premises and the Airport, be responsible for compliance with the ASP, and shall be liable for and shall pay any Transportation Security Administration (TSA) fine or fee imposed on the City as the result of or in connection with the Lessee's failure to comply with the ASP. In accordance with the Airport Security Program required by TSA Regulations, the **Lessee agrees to assume authority and responsibility for pedestrian and vehicular access in and around all the leased property herein** and to fully comply with the Airport Security Plan.

## ARTICLE IX - POTENTIALLY HAZARDOUS SUBSTANCES

- A. Except as otherwise provided herein, the Lessee warrants that it shall keep the Premises free of all environmental, health or safety hazards and/or nuisances of any kind whatsoever. In addition, except as otherwise provided herein, the Lessee will not make or allow to be made any change in usage, additions, or improvements in, on or to the Premises which will result in the presence or release of Hazardous Materials on the Premises.
- B. The Lessee shall not install or allow to be installed any underground storage tanks on the Premises. Any above-ground storage tanks shall be maintained by the Lessee in compliance with Virginia's AST permit/operating/financial responsibility requirements. The Lessee shall keep all records pertaining to above-ground storage tanks at the Premises, and shall provide the City with current copies of all permits obtained with respect to such above-ground storage tanks. On each anniversary of the Commencement Date of this Agreement, the Lessee shall provide the City with copies of all records maintained by the Lessee in connection with Virginia's AST program and requirements.
- C. In its activities at the Airport, the Lessee shall comply with all of the terms and conditions contained in the Stormwater Pollution Prevention Plan (SWP3) for Lynchburg Regional Airport, the terms and conditions of which are incorporated in this Agreement as if fully set forth herein. The Lessee will not be responsible for any capital improvements that may be required in order to comply with the Stormwater Pollution Prevention Plan. In addition, in order to prevent or reduce the discharge of pollutants to stormwater resulting from spills of petroleum products or other materials, the Lessee shall develop and implement a Spill Prevention Control and Countermeasure (SPCC) Plan, if required, in accordance with 40 CFR 112.
- D. The Lessee shall be required to obtain, maintain and comply with all permits, authorizations and registrations required by law for its operations on the Premises.
- E. The City reserves the right to enter the Premises, at any time, to determine whether the Lessee is complying with the terms and conditions of this Article.
- F. The Lessee shall furnish, upon the reasonable request of the City, all report(s), assessment(s) or other document(s) satisfactory to the City showing, to the extent the Premises are being used and/or have been used by it for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials, that the Lessee is in compliance with any applicable federal, state, or local laws, regulations, or ordinances.

- G. The Lessee shall immediately furnish to the City's Airport Director written notice of any and all releases of hazardous wastes or substances whenever such releases also are required to be reported to any federal, state, or local authority, and shall pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. The Lessee shall also provide the Airport Director with copies of any and all reports resulting from tests on Airport property or made to any governmental agency, which relate to Airport property.
- H. The Lessee shall be responsible, at its sole cost, for the prompt and proper collection and disposal of all toxic or hazardous wastes, as well as for petroleum product wastes such as waste oil.
- I. The City shall have the right, but not the obligation, to enter onto the Premises and to take such actions as it reasonably deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any of the events described above, which, if true, could result in an order, suit or other action against the City affecting any part of the demised property by any governmental agency or otherwise which, in the sole opinion of the City, could jeopardize the City. All costs and expenses incurred by the City in the exercise of any such right shall be payable by the Lessee upon demand.
- J. Regardless of the City's acquiescence, and in addition to indemnification provisions contained elsewhere in this Agreement, the Lessee shall, from the date of this Agreement, defend, indemnify, and hold the City of Lynchburg, its agents, officials, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of the Lessee's violation of this Article, and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. The Lessee further covenants and agrees to reimburse the City, and to hold the City, its agents, officials, and employees, harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the City, after the date of execution of this Agreement, as a result of the Lessee's use, release, leakage, spillage, discharge or disposal of any petroleum product, hazardous substance, material or waste, onto the ground or into the water or air. The provisions of this paragraph shall have no impact whatsoever on the Lessee's indemnification obligations to the City under any other agreement between the Lessee and the City.

#### **ARTICLE X - RIGHTS RESERVED BY THE CITY**

The City, in addition to any other rights herein retained by it, specifically reserves the following privileges:

- A. The City's Airport Director or his designee is hereby designated as the official representative for the enforcement of all provisions of this Agreement with full power to represent the City in its dealings with the Lessee in connection with the rights herein agreed.
- B. All actions related to policy determination, authorization of assignment or sublets of this Agreement, modification or termination of this Agreement, or other similar matters affecting the terms of this Agreement, shall emanate from the Council of the City of Lynchburg or its designee.
- C. The City reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Agreement.
- D. The City reserves the right to enter upon the Premises at any time in case of emergency.
- E. The City reserves the right to further develop or improve the property surrounding the Premises for the benefit of the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference

or hindrance.

- F. During time of war or national emergency, the City shall have the right to lease any portion of the Airport to the United States Government for military or national use, if requested to do so by the U.S. Government. If any such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended, including the Lessee's obligation to pay rent which obligation will be suspended altogether or reduced proportionally, as appropriate.
- G. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States Government or the Commonwealth of Virginia, relative to the operation, maintenance or management of the Airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of Federal or State funds for the development of the Airport or the continued operation of the Airport. Should the effect of such agreement with the United States Government or Commonwealth of Virginia be to take the property under this Agreement or substantially destroy the commercial value of such property, either the City or the Lessee shall have the right to terminate this Agreement without further obligation of either of the parties hereto.
- H. The City hereby reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein conveyed. This public right of flight shall include the right to cause in said airspace any noise or vibration inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.
- I. The City reserves the right to take any action it considers necessary to protect the area of approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any structure on the Premises, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft. This right includes:
  - 1. Prohibiting the erection of structures or growth of natural objects that would constitute an obstruction to air navigation; and
  - 2. Prohibiting any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport.
- J. The City reserves the right to control all Airport operations, including the right to designate the take-off and landing location of the Lessee's aircraft. The right to control Airport operations shall include, without necessarily being limited to, the following: the right to close any airport facility(ies), without any liability to the Lessee for the consequences of any the closing, when it deems such closing to be reasonably necessary for the maintenance, repair or development of any Airport property or facility(ies) and/or for the safety of the general public. This right shall also include the right to control or reserve adequate apron area for the landing, unloading and parking of aircraft at the Airport. Lessee acknowledges that all aircraft parking aprons are accessible for general public purposes and are not considered exclusive to the Lessee. The City reserves the right to make all Airport facilities developed with federal aid, and all Airport facilities usable for the landing and taking-off of aircraft, available to the United States at all times, without charge, for use by military aircraft; except that if use by military aircraft will be substantial, the City may charge the United States a reasonable amount, proportionate to the use, to recover the costs of operating and maintaining the facilities to be used by the United States. The amount of use to be considered substantial, and the charges, if any, to be made therefor, shall be determined solely by and between the City and the United States; however, the City shall consult with the Lessee and consider the Lessee's recommendations in that regard. The City's right to control Airport operations does not give the City the right to unilaterally modify the terms of this Agreement with respect to the facilities exclusively leased to the Lessee under ARTICLE II (AIRPORT PROPERTY TO BE LEASED AND USED BY THE LESSEE)

of this Agreement. Should the City close any of the buildings leased to the Lessee under this Agreement for more than ten (10) days, the Lessee's rent obligation hereunder will be reduced by a pro-rated amount. Should the City close all of the facilities leased to the Lessee under this Agreement for more than ten (10) days, the Lessee's rent obligation hereunder will be suspended until the facilities are reopened and returned for the Lessee's use.

- K. All privileges and rights to the use of the Airport, other than those specifically granted to the Lessee within this Agreement, are hereby reserved to the City.
- L. No exercise of any rights reserved to the City by this Article shall be construed as an eviction of the Lessee, nor such exercise be grounds for any abatement of rentals, fees or charges provided for by this Agreement, nor shall such exercise be grounds for any claim or demand for damages, of any nature whatsoever, except as provided in Paragraph (J) above.

#### **ARTICLE XI - DEFAULT AND TERMINATION**

- A. **Termination by City.** Except as otherwise provided for in this Lease, the City may terminate this Agreement, without forfeiture, waiver, or release of the City's right to any sum of money due or to become due under the provisions of this Agreement, by giving the Lessee ninety (90) days advance written notice, except as provided for in Sub-paragraph (9) below, to be served and hereinafter provided, upon or after the happening of any one of the following events:
  - 1. The filing by the Lessee of a voluntary petition in bankruptcy;
  - 2. The institution of bankruptcy proceedings against the Lessee and the adjudication of the Lessee as a bankrupt corporation pursuant to such proceedings, which is not dismissed within thirty (30) days from the commencement thereof;
  - 3. The taking by a court of competent jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
  - 4. The appointment of a Receiver of the Lessee's assets;
  - 5. The divestiture of the Lessee's estate herein by other operation of law;
  - 6. The voluntary abandonment of the Lessee of its business at the Airport for a period of (10) days;
  - 7. The default by the Lessee in the performance or the nonperformance of any covenant or agreement herein required to be performed (other than the Lessee's payment of rentals, fees or other charges), or required not to be performed by the Lessee, and the failure of the Lessee to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same; provided, however, that no notice of termination as above provided shall be of any force or effect if the Lessee shall have remedied the default prior to the receipt, in accordance with the provisions of this Article;
  - 8. Any assignment made by the Lessee for benefit of its creditors or any assignment by operation of law of the Lessee's interests in this Agreement;
  - 9. In the event the Lessee fails to pay all or any part of the rentals, fees or other charges provided for in this Agreement when due and payable, the City shall give the Lessee written notice of such default. The failure of the Lessee to pay all of said rentals, fees or other charges provided for in this Agreement in full, within thirty (30) days after receipt of such written notice, shall be grounds for the immediate termination of this Agreement. At the end of the thirty-day period, the City may

immediately declare the Agreement terminated without further notice to the Lessee.

No waiver of default by City of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of monthly fees or the performance of all or any part of this Agreement by City for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the City to terminate this Agreement for the subsequent failure to so perform, keep or observe any of the terms, covenants, or conditions hereof to be performed, kept and observed by the Lessee.

If this Agreement is terminated on grounds of a Default, and the Lessee does not surrender and quit the Premises as required herein, the City may re-enter the Premises and remove the Lessee therefrom. Under such circumstances, the Lessee shall be deemed to have waived any right to notice of the City's re-entry, the City shall not be liable to the Lessee in connection with any action taken by it to enter and re-take possession of the Premises, and the Lessee shall pay all expenses incurred by the City to re-enter and/or repossess the Premises including, without limitation, reasonable attorneys' fees, putting the Premises into good and proper repair, protecting the Premises, expenses incurred to obtain a new tenant, etc.).

**B. Termination by the Lessee.** The Lessee may terminate this Agreement and terminate all or any of its obligations hereunder at any time that the Lessee is not in default in the payment of any fees or charge to City hereunder by giving City ninety (90) days advance written notice to be served as hereunder provided, upon or after the happening of any one of the following events:

1. The failure or refusal of the FAA at any time during the term of this Agreement to permit the Lessee to operate into or from the Airport with any type of aircraft licensed to operate into or from other airports of like size and character; provided, however, that such failure or refusal is not due to any fault of the Lessee;
2. The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect the Lessee's use of the Premises at the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days; provided, however, that the issuance of such injunction is not due to any fault of the Lessee;
3. The inability of the Lessee to use the Airport for a period in excess of sixty (60) days, because of the issuance of any order, rule or regulation by the FAA, or other competent governmental authorities, preventing the Lessee from operating into and from the Airport; provided, however that such inability or such order, rule or regulation is not due to any fault of the Lessee;
4. The default by the City in the performance of any covenants and agreements herein required to be performed by the City and the failure of the City to remedy such default for a period of thirty (30) days after receipt of the Lessee or written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of the Lessee's notice of termination;
5. The assumption or taking by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in any manner as to substantially restrict the Lessee, for a period of at least ninety (90) days from operating an air transportation system; provided, however, that such assumption is not due to any fault of the Lessee.

The Lessee's waiver of default of the City's performance of all or any part of any terms, covenants and conditions herein contained to be performed, kept and observed by City, shall not be deemed a waiver of any right on the part of the Lessee to terminate this Agreement for a subsequent failure by City to so

perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed.

#### **ARTICLE XII - ASSIGNMENT OR TRANSFER OF AGREEMENT**

The Lessee shall not at any time assign, sell or transfer this Lease Agreement or any part thereof during the term of the Agreement without City approval. Under no circumstances shall the Lessee be relieved of any of its obligations hereunder by any such transfer.

The above provisions of this Article are not intended to prohibit the Lessee from entering into a sub-lease agreement consistent with the requirements set forth in the airport's Minimum Standards. However, any aeronautical service(s) offered to the public by a sub-lessee, whether that service is authorized in this Agreement or not, must follow the applicable procedures as contained in the Airport's Minimum Standards for approval by the City prior to engaging in business activities. In the event the lessee enters into a sub-lease agreement for aeronautical service(s) that are not to be offered to the public (self-servicing), and such service(s) are specifically authorized by this Agreement, the lessee shall not be required to obtain prior approval of the City. The lessee, however, shall make copies of any such sub-lease agreement available to the City upon request.

No assignment or sub-lease shall in any way affect or diminish the Lessee's obligations to perform all of the terms, conditions and provisions contained in this Agreement. In the event the City and any of the surrounding localities establish an Airport Authority for the operation of the Lynchburg Regional Airport, the City shall have the right to assign this Agreement to the Airport Authority and said Airport Authority shall have the right to assume all of the City's rights and responsibilities under this Agreement

#### **ARTICLE XIII - SURRENDER OF POSSESSION**

Upon the expiration or termination of this Agreement, the Lessee's authority to use the Premises, rights and facilities herein granted shall cease, and the Lessee shall, upon such expiration or termination, promptly remove its buildings and facilities and surrender the Premises to the City.

Except as otherwise provided in this Agreement, all equipment and other personal property brought in, installed, or placed by the Lessee in, on, or about the Premises during the term of this Agreement shall be deemed to be personal and shall remain the property of the Lessee, and the Lessee shall have the right, at any time during the term of this Agreement and for a period of sixty (60) days after the expiration or termination hereof, to remove any or all of its property from the Premises; provided, however, the Lessee is not in default in its payment to City hereunder, and further subject to the Lessee's obligation to repair all damage, if any, resulting from such removal, and to make reasonable restoration of the Premises to the condition in which they existed prior to the Lessee's occupancy of said Premises. Any and all property not removed by the Lessee within sixty (60) days subsequent to the expiration or other termination of this Agreement shall, thereupon, become a part of the land on which it is located and title thereto shall be vested in City. The City may remove and/or dispose of such items without any liability to the City. Removal by the City shall not relieve the Lessee from its obligation to pay the cost of repairing damage to the Premises caused by the removal, or from its obligation to pay the cost of restoring the Premises to their pre-occupancy condition.

#### **ARTICLE XIV – NOTICES**

Notices to the Lessee provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the \_\_\_\_\_ of the Lessee or to such other representative persons or addressees as the Lessee may designate to the City in writing from time to time, at \_\_\_\_\_, Lynchburg, Virginia \_\_\_\_\_. Notices to City provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Airport Director, Lynchburg Regional Airport, 350 Terminal Road, Suite 100, Lynchburg, Virginia 24502, or to such other representative persons or addressees as the City may designate from time to time. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage

prepaid, in the U.S. Mail.

#### **ARTICLE XV- GENERAL PROVISIONS**

- A. **Height Restrictions.** The Lessee expressly agrees for itself, its successors and assigns to restrict the height of any structures, objects, or natural growth and other obstructions on the hereinabove described property to such a height as to comply with Federal Aviation Regulations, Part 77.
- B. **Interference with Airport Activities.** The Lessee expressly agrees for itself, its successors and assigns to prevent any use of the hereinabove described property that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.
- C. **FAA.** Whenever the terms "Federal Aviation Administration" or "FAA" are used in this Agreement, they shall be construed as referring not only to the Federal Aviation Administration, but also to such other appropriate Federal Government agencies which may be the successor or successors thereof.
- D. **Repairs to Airport.** It is understood and agreed that major airfield repairs or rebuilding may take place during the term of this Agreement and the Lessee accepts this Agreement subject to any inconvenience or loss of use of said Premises or any part thereof which may become necessary because of said airfield repairs, rebuilding, construction or expansion
- E. **Headings.** Marginal headings contained in this Agreement are for convenience only and shall not be considered to amplify, relate, modify, or otherwise affect any of the terms, provisions or conditions of this Agreement.
- F. **Severability.** In the event that any provision of this Agreement shall be construed to be invalid or unenforceable, then the remaining portions shall remain in full force and effect.
- G. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings shall be filed in the courts of the City of Lynchburg and in no other forum.
- H. **Snow Removal.** It is expressly understood that there shall be no duty upon the City under this Agreement to remove snow or ice from the Premises.
- I. **Loss of Revenue.** The City shall not be liable for any loss of revenue to the Lessee resulting from City's acts, omissions, or neglect in the maintenance and operation of the Airport and its facilities.
- J. **Entire Agreement.** All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of City or the Lessee has made any representation or promise with respect to this Agreement not expressly contained herein.
- K. **Reservation of Rights.** It is distinctively understood that all privileges and uses at said Airport, except to the extent herein granted to the Lessee, are expressly reserved by the City to grant or use in its discretion as the City may deem advisable.
- L. **No Exclusive Rights.** Nothing contained in this Agreement shall be construed as granting or authorizing the granting of any exclusive right within the meaning of Section 308(a) of the Federal Aviation Act.
- M. **Governmental Agency Agreements.** The City hereby advises the Lessee that it has entered into various agreements with the United States Government and the Commonwealth of Virginia, with respect to the Airport. The City further represents that it intends, from time to time hereafter, to enter into additional agreements with Governmental agencies with respect to applications for funds for improvements to be

made at said Airport, in accordance with pertinent statutes, rules and regulations of respective and duly constituted, competent governmental authorities having jurisdiction thereof. This Agreement is expressly made subject to all of said agreements now existing or hereafter made.

- N. **Business Organization.** Upon execution of this Agreement, the Lessee shall provide to the City (if it has not already done so) documents confirming its corporate status and its authorization to conduct business in the Commonwealth of Virginia. The Lessee shall notify the City immediately of any change(s) in its organizational and/or corporate status, and shall notify the City immediately upon receipt of information that its authorization to conduct business in Virginia is or will be revoked.
- O. **Remedies not exclusive.** All rights and remedies provided in this Agreement shall be deemed cumulative and additional to, and not in lieu of or exclusive of each other or of any other rights and/or remedies available to the parties by virtue of this Agreement, and/or by virtue of any administrative or legal proceeding, whether legal or equitable in nature.
- P. **Binding Effect.** The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.
- Q. **Modification.** This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties in the same manner and with the same formalities as this Agreement.
- R. **Independent Entities.** Nothing contained in this Agreement shall be construed as or deemed to make either party hereto the agent, partner or joint venturer of the other, except as may otherwise be provided herein. Nothing contained in this Agreement shall give the Lessee any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Agreement, neither party shall be responsible or held liable for the acts or omissions of the other. In performing any services pursuant to this Agreement, the Lessee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and the City shall in no way be responsible therefor.
- S. **Obligation to Amend.** In the event that the Federal Aviation Administration, or its successor, requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required; provided, however, that if such modifications or changes substantially change or adversely affect the financial condition of the Lessee hereunder, the Lessee shall have the option, upon sixty (60) days written notice to the City, to terminate this Agreement.





# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 11

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Proposed “Comfort House” at Old City Cemetery**

RECOMMENDATION: Adopt a resolution authorizing the construction of a “Comfort House” at Old City Cemetery by the Southern Memorial Association.

SUMMARY: The attached letter from Ted Delaney, Executive Director for the Southern Memorial Association (SMA) at Old City Cemetery requests permission from City Council for SMA to construct a “Comfort House” in the cemetery near the chapel. The new facility will support activities in the chapel and at the cemetery as described in the letter and the attached brochure.

The Management Contract between the City and SMA states that, “SMA must receive the express prior approval of the Lynchburg City Council before undertaking any capital project, regardless of how it is funded.”

No City funding is being sought for this project.

Mr. Delaney will be present during Council’s meeting to answer any questions.

PRIOR ACTION(S): N/A

FISCAL IMPACT: None

CONTACT(S): Kimball Payne, City manager, 455-3990

ATTACHMENT(S): Resolution; Letter of request; Comfort House brochure

REVIEWED BY: lkp

RESOLUTION

BE IT HEREBY RESOLVED THAT the Lynchburg City Council grants permission to the Southern Memorial Association to construct a new building, called the "Comfort House," on the grounds of Old City Cemetery.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

118K



## Old City Cemetery

401 Taylor Street  
Lynchburg, Virginia 24501  
(434) 847-1465  
Fax: (434) 856-2004  
E-mail: [occ@gravegarden.org](mailto:occ@gravegarden.org)  
Web: [gravegarden.org](http://gravegarden.org)

*A Virginia Historic Landmark  
on the  
National Register of Historic Places*

### SOUTHERN MEMORIAL ASSOCIATION

#### Board of Directors

Dr. Nancy K. Young, *President*  
Lisa M. Cresson, *Vice President*  
Jessica B. Ward, *Secretary*  
Wayne Trent, *Treasurer*  
Aubrey Barbour, *ex officio*  
Benjamin Cowgill  
Daniel Weston Dixon, Sr.  
Gaynelle Hart, *ex officio*  
Amy Jones, Ph.D.  
Meg S. Laughon  
Catherine P. Madden  
DuBois Miller  
Ann Marie Myers  
Becky Holt O'Brian  
Patricia D. Price, *ex officio*  
Rachel Shenigo  
Kevin E. Shroyer  
Clay Simmons, *ex officio*  
Lauren Maddox Tiller  
Chad Valentine  
Margaret G. S. Vaughn  
Sandra P. Weigand

#### Relicts

Jessica Bemis Ward, *Matron*  
Amy Basten Heppner  
Ann S. Houck  
Carter Fauber Jennings  
Claudia Jones Patterson  
Jane B. White  
Anne Bumgardner Wood

#### Staff

*Executive Director*  
Ted Delaney  
*Public Relations &  
Visitor Services Manager*  
Karen P. Bracco  
*Administrative &  
Accounting Manager*  
Barbara Murrell  
*Directors Emeriti*  
D. Bruce Christian  
Jane B. White

October 13, 2015

L. Kimball Payne, III  
Lynchburg City Manager  
900 Church Street · Third Floor  
Lynchburg, VA 24504

Dear Mr. Payne,

I am writing on behalf of the Southern Memorial Association (SMA) to request official permission from Lynchburg City Council to construct a new building, called the "Comfort House," on the grounds of Old City Cemetery. It will be the first new building constructed in the Cemetery since the Bicentennial Chapel was built in 2006.

SMA is the local non-profit organization that operates Old City Cemetery under a five-year contract with the City. According to Article II, Section E of the Management Contract between the City and SMA, dated July 1, 2015, "SMA must receive the express prior approval of the Lynchburg City Council before undertaking any capital project, regardless of how it is funded."

The Comfort House will be a small, two-story frame building located very close to the Chapel, along the Cemetery's main drive. It will provide restroom facilities and gathering space for the many weddings, funerals, theatrical performances, school tours, and other events now held in the vicinity of the Chapel and Shrub Garden. Please see the attached materials for a complete description of the building, including site and architectural plans, budget, and timeline.

The Comfort House project has been approved unanimously by SMA's Board of Directors. It has also received the necessary approvals from the City's Historic Preservation Commission and Technical Review Committee. The projected cost of the Comfort House is \$360,000, all of which will be raised from private sources, including individuals, grants, and in-kind contributions. **We are not asking the City for any financial support.**

Please let me know if there is anything else I can provide for Council. We are very excited about this project, and we look forward to sharing it with City Council later this month.

Respectfully,

Ted Delaney  
Executive Director

The Southern Memorial Association, founded in 1866, is now a non-profit, tax-exempt organization whose purpose is to manage, preserve, and interpret the Old City Cemetery, or Old Methodist Cemetery, of Lynchburg, including its graves and gravemarkers, archives, museums, and horticulture.  
The City of Lynchburg Department of Public Works is responsible for routine maintenance of the Cemetery.



*Join us...*





# An Anniversary Gift

Old City Cemetery  
**COMFORT HOUSE**

**T**HE YEAR 2016, the 150th year since the founding of the Southern Memorial Association (SMA), will be a year of celebration. SMA's Board of Directors has decided its signature



project for the anniversary will be the construction of a new building to be called the *Comfort House*. It will be located beside the Cemetery's Bicentennial Chapel and Columbarium on the hillside above the Lotus Pond.

The Comfort House will provide a parlor, three restrooms, a small multipurpose room, two porches, a terrace, benches, and water fountains. The parlor may be used by brides and their wedding parties to prepare for weddings or by family members attending a funeral service to gather in privacy. The porches and terrace will be natural gathering places for school tours, special events, and visitors simply needing to pause and rest in their exploration of the Cemetery's historic grounds. Currently the only "comfort" facilities on the property are in the Cemetery Center, which are not convenient to activities near the Chapel.

The celebratory building of the Comfort House follows the celebratory construction of the Chapel and Columbarium, which was a gift from SMA to the City of Lynchburg in 2006 to commemorate the Cemetery's bicentennial. As soon as it was completed, the Chapel and Columbarium became a





# An Anniversary Gift

Old City Cemetery  
**COMFORT HOUSE**

major attraction, generating more interest and activity than anyone imagined. It has become the focal point of many different events and activities:

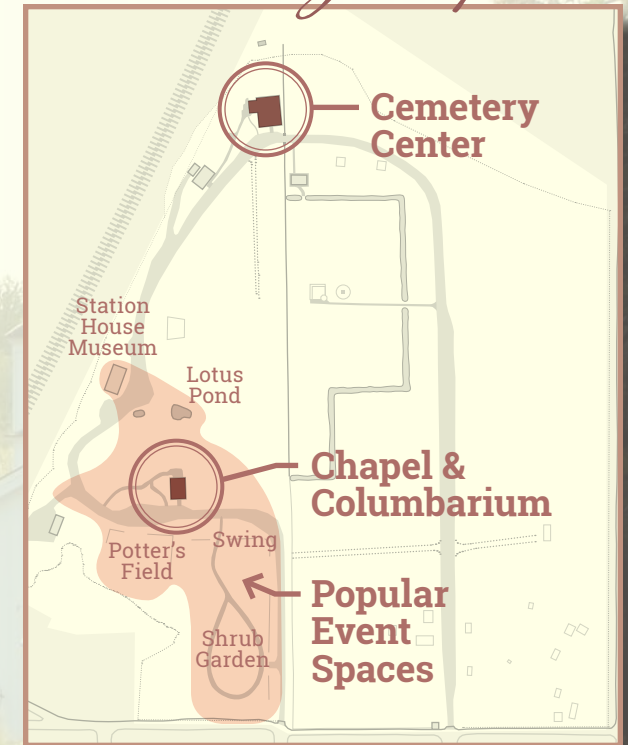
- Weddings
- Funerals
- Sunday afternoon concerts
- Family reunions
- Outdoor dramas
- Receptions and social gatherings
- Artists painting and photographers taking family portraits
- Family picnics
- High school prom photo shoots
- Educational programs
- School tours

All contribute to a growing number of annual visitors to the Cemetery—over 33,000 last year.

Because of the high level of activity near the Chapel, the need has never been greater for the Comfort House. It will enhance the beauty and interest of OCC, improve the overall visitor experience at the Cemetery, and support its long-term sustainability.

We invite you to help us build the Comfort House. This special anniversary gift will begin a new chapter in the life of Lynchburg's special "Gravegarden."

## *Cemetery Map*





# Budget and Timeline

Old City Cemetery  
**COMFORT HOUSE**

## Budget

### Revenues

|                                    |                |
|------------------------------------|----------------|
| Naming Opportunities               | 120,000        |
| Individuals & Businesses           | 65,000         |
| Grants                             | 65,000         |
| Chapel Reserve Fund                | 50,000         |
| Board Presidents & Staff Challenge | 15,000         |
| Current & Past Board Members       | 15,000         |
| SMA General Fund                   | 5,000          |
| In-Kind Contributions              | 25,000         |
| <b>TOTAL</b>                       | <b>360,000</b> |

### Expenses

|                              |                |
|------------------------------|----------------|
| Professional Fees & Services | 39,220         |
| Site Work                    | 75,632         |
| Utilities                    | 21,275         |
| Construction                 | 203,093        |
| Furnishings                  | 12,000         |
| Contingency                  | 8,780          |
| <b>TOTAL</b>                 | <b>360,000</b> |

## Preliminary Project Timeline

### 2015

#### Spring and summer

Obtain HPC and TRC approvals

#### September

Finalize building plans, project budget, and financing plan

#### October

Request permission to proceed from City Council  
Break ground

#### November

Begin public fund raising, including solicitation through annual fund appeal

### 2016

#### January

Submit grant proposal to Georgia Pacific and Cabell Foundations

#### Spring and summer

Supervise construction and continue fund raising as needed

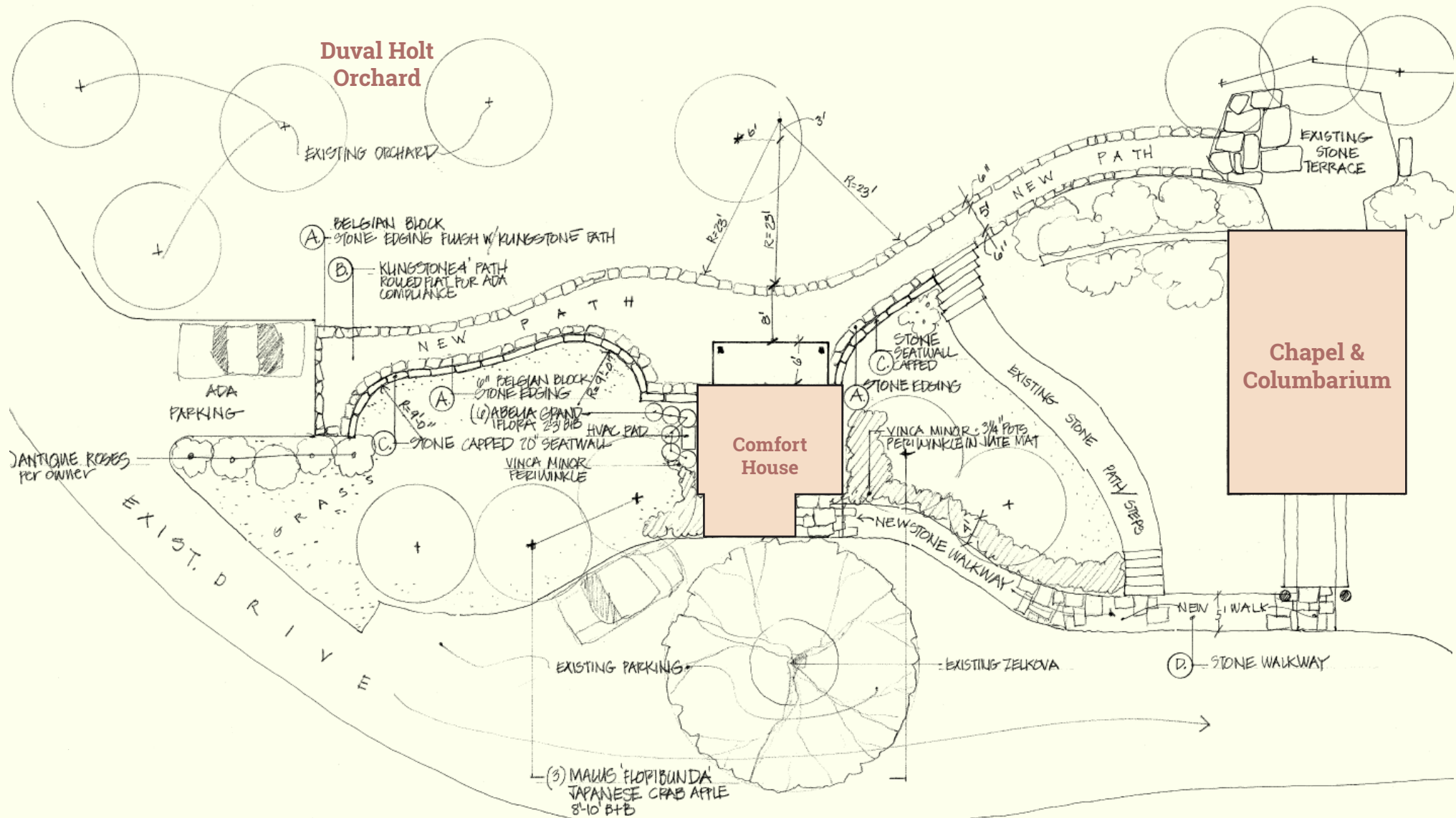
#### September or October

Ribbon cutting and dedication!



# Site Plan

## Old City Cemetery COMFORT HOUSE



New Potter's Field

# Conceptual Building Plans

Old City Cemetery  
**COMFORT HOUSE**

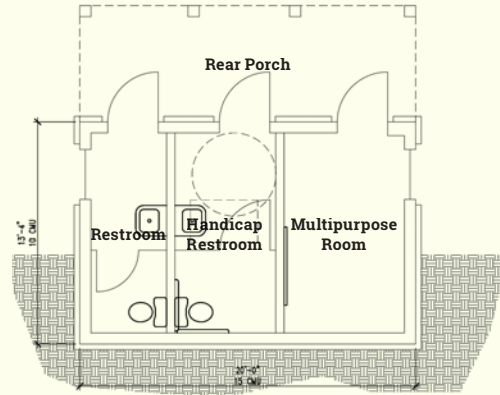
## Design Concept

Simple  
Vernacular  
Outbuilding  
Gardeners  
Tool Shed  
"Little Sister" to  
Chapel

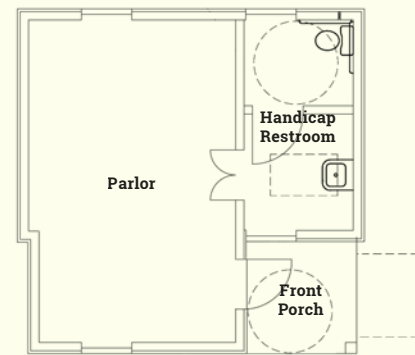


## Basic Specs

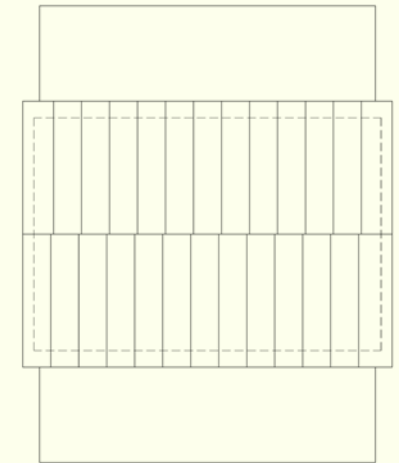
Board and batten siding to match Chapel  
Rustic fieldstone veneer on lower level  
Standing seam copper roof to match Chapel  
Reclaimed wood floors on upper level  
Modern HVAC  
ADA compliant



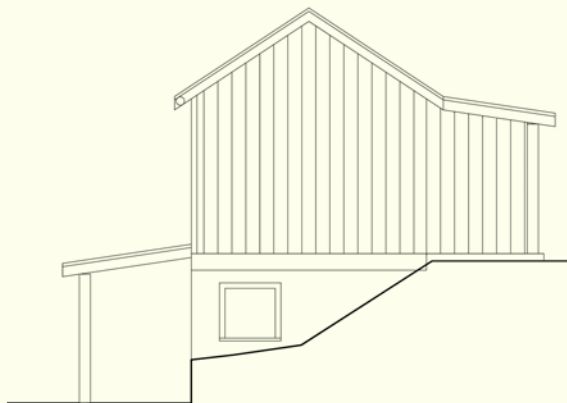
LOWER FLOOR



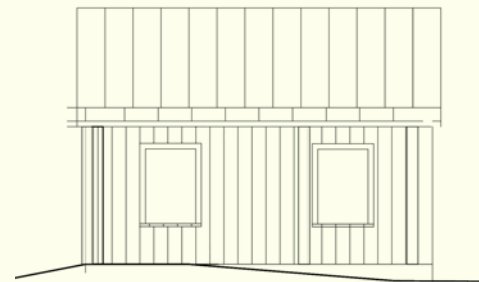
UPPER FLOOR



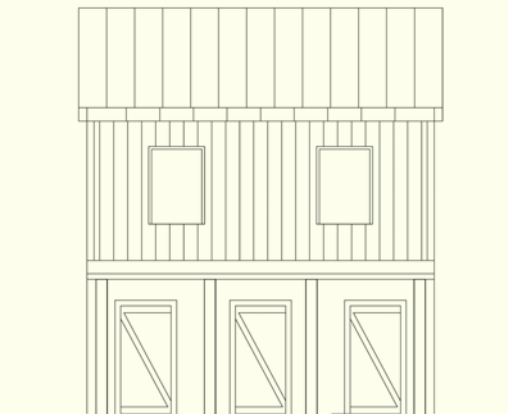
ROOF PLAN



SIDE ELEVATION, TYP



FRONT ELEVATION



REAR ELEVATION



# The Gravegarden

Old City Cemetery  
**COMFORT HOUSE**

## ABOUT Old City Cemetery

Established 1806 ♦ 27 Acres ♦ 20,000 Burials

5 Museum Buildings ♦ 274 Antique Roses

Virginia Historic Landmark on National Register of Historic Places

Lynchburg's Most Visited Historic Site

TripAdvisor's #2 "Top Things To Do in Lynchburg"

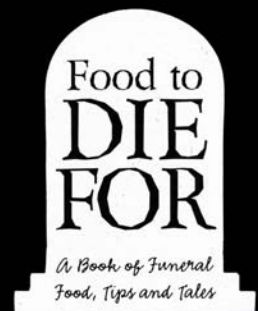
### 2014–2015 Statistics

33,000 On-Site Visitors ♦ 34 Funerals ♦ 12 Weddings

125,000 Unique Visitors to OCC Website

Managed by Southern Memorial Association in partnership with  
Lynchburg Department of Public Works

*T*HE SOUTHERN MEMORIAL ASSOCIATION, founded in 1866, is now a non-profit, tax-exempt organization whose purpose is to manage, preserve, and interpret the Old City Cemetery, or Old Methodist Cemetery, of Lynchburg, including its graves and grave markers, archives, museums, and horticulture.





Old City Cemetery  
**COMFORT HOUSE**



*Thank You*

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 12

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Amendments to the Region 2000 Workforce Area Agreement**

RECOMMENDATION: Adopt the attached resolution approving the proposed amendments to the Region 2000 Workforce Area Agreement.

SUMMARY: Area jurisdictions created the Region 2000 Workforce Council and Workforce Investment Board through a joint powers act agreement as a response to the change in 2000 from the JTPA Workforce program to the Workforce Investment Act (WIA). New Federal legislation transitioned the WIA to the Workforce Innovation and Opportunity Act (WIOA) effective July 1, 2015.

This region receives over \$1.25 million annually through the WIOA program which is used to provide career development, training and job placement services for adults, dislocated workers, and youth throughout the region.

The Commonwealth has asked the Region 2000 localities to modify the joint powers act agreement that was established in 2000 to incorporate the following terms:

- a. Changes to the membership of the Workforce Investment Board, now called the Workforce Development Board, in accordance with federal laws and state regulations;
- b. Clarify that only elected officials can represent a locality on the Workforce Council (CLEOs); and
- c. Stipulate that the CLEOs will approve the budget of the Workforce Development Board.

In the revised agreement a preamble has been added which calls on the workforce development program to focus on the bigger workforce development picture, not only the WIOA grant programs, in accordance with guidance from the new law and the Commonwealth of Virginia.

Additionally, being that no other town is a participant in the agreement, it has been suggested that the Town of Bedford drop its membership in the agreement.

In the proposed revised agreement editorial changes have also been made which bring it into accordance with the WIOA, without changing the intent of the agreement.

Attached are annotated and clean copies of the revised agreement

Gary Christie, Executive Director of the Region 2000 Local Government Council, and Ben Bowman, Executive Director of the Region 2000 Workforce Investment Board, will be present to answer any questions that Council might have.

Additionally, Mr. Christie has asked that the attached Annual Report of the Local Government Council be shared with Council. He will be prepared to answer any questions about the report.

PRIOR ACTION(S): N/A

FISCAL IMPACT: None

CONTACT(S): Kimball Payne, City Manager, 455-3990

ATTACHMENT(S): Resolution; Region 2000 Workforce Area Agreement, revised blackline; Region 2000 Workforce Area Agreement, clean; Region 2000 Local Government Council Annual Report

REVIEWED BY: lkp

RESOLUTION

BE IT HEREBY RESOLVED THAT the Lynchburg City Council approves the amendments to the Region 2000 Workforce Area Agreement to bring it into compliance with Federal and State requirements and authorizes the appropriate City official to sign the agreement, as necessary.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

114K





# Workforce Development Board

REGION 2000

WORKFORCE DEVELOPMENT INVESTMENT AREA

(LWDIA 7)

Council

# COUNCIL AGREEMENT

Agreement

REGION2000

Page 1 of 19

Region 2000 Workforce Development Investment Area Council Agreement

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## WORKFORCE INVESTMENT DEVELOPMENT AREA

April, 2000

Revised July 21, 2000

Proposed Revision October, 2015

### Council Agreement

## REGION 2000 WORKFORCE DEVELOPMENT~~INVESTMENT~~ AREA

### PREAMBLE

The communities of Region 2000 recognize that the development of a vibrant, effective workforce is important to the economic competitiveness and resiliency of our communities. We understand that workforce development is an educational process occurring at all ages and lifelong. We recognize that by working together we can build a stronger workforce development program.

Page 2 of 19

Region 2000 Workforce Development-Investment Area Council Agreement

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The communities of this region seek to create organizations which will be the focal point of the region's workforce development initiatives. We look for these organizations to both utilize federal Workforce Development funds and also seek other partner organizations to develop a well-rounded, successful program to provide training and education programs for appropriate ages for the skills needed by the community's businesses and industries.

To implement this effort, we authorize ~~The purpose of this Agreement is to formalize the creation the creation~~ of the Region 2000 Workforce ~~Investment Development~~ Area and the Region 2000 Workforce ~~Investment Development~~ Board in accordance with ~~the CODE OF VIRGINIA, Section 9-329.1(H); the WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)(Public Law 105-220113-128), hereinafter referred to as the "ACT", -WORKFORCE INVESTMENT INNOVATION AND OPPORTUNITY ACT OF 19982014, Section 116-177; 20 CFR Parts 661.250, 661.270 and Policy Numbers 99-1 and 99-2 of the VIRGINIA EMPLOYMENT COMMISSION and all federal and state guidelines for the ACT-Act.~~ It is Made and Entered into by and between the County of AMHERST, the County of APPOMATTOX, the ~~City and~~ County of BEDFORD, the County of CAMPBELL and the City of LYNCHBURG.

WITNESSETH:

WHEREAS, the respective Boards of Supervisors of the Counties of AMHERST, APPOMATTOX, BEDFORD and CAMPBELL and the City Councils of the ~~Cities of BEDFORD and~~ City of LYNCHBURG in the Commonwealth of Virginia, have adopted resolutions authorizing the execution of this Council Agreement;

NOW THEREFORE THIS AGREEMENT FURTHER WITNESSETH: That for and in consideration of the promises and of the mutual benefits to be derived hereunder, that each and all of the jurisdictions enumerated immediately above, do hereby reciprocally agree as follows:

#### **SECTION 1: CREATION OF THE COUNCIL.**

THERE IS HEREBY CREATED, by the undersigned Chief Local Elected Official of the Counties and ~~Cities~~City, the REGION 2000 WORKFORCE ~~INVESTMENT DEVELOPMENT~~ AREA COUNCIL, hereinafter called the "COUNCIL ", which shall exist under and be subject to the terms and conditions of this Council Agreement, and which shall be deemed to constitute the agreement authorized by Section 15.2-1300 of the Code of Virginia (Repl. Vol. 1997) as amended, for the joint exercise of powers by participating political subdivisions of the Commonwealth of Virginia.

The purpose of the COUNCIL shall be to plan, establish, and operate a LOCAL WORKFORCE

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~~INVESTMENT DEVELOPMENT~~ AREA and Workforce Development Services Delivery System according to the provisions of the ~~Workforce Investment Innovation and Opportunity Act of 1998~~2014, hereinafter referred to as the "ACT" ACT, and the Federal Regulations hereinafter referred to as the "Regulations", issued by the U.S. Department of Labor, ~~as amended~~, for the implementation of the ACT together with any and all other subsequent and relevant federal and Commonwealth of Virginia statutes, policies and interpretations.

## **SECTION 2: AREA AND POPULATION TO BE SERVED.**

The area to be served shall be called the REGION 2000 WORKFORCE ~~INVESTMENT DEVELOPMENT~~ AREA, hereinafter referred to as the "WIDA", and shall include the jurisdictions ~~noted in this section shown~~ below ~~and~~ consisting of ~~the~~1,786,200 square miles ~~of land in the Counties of Amherst, Appomattox, Bedford and Campbell and the City of Lynchburg (Lynchburg Area). The Weldon Cooper Center for Public Services Demographics Research Group population estimates published on January 27, 2015 indicates the Lynchburg Area has a population of 259,487. and a combined population of 224,800, according to the most recent data generated by the Weldon Cooper Center at the University of Virginia.~~

| Jurisdiction    | Population | Square Mile Area |
|-----------------|------------|------------------|
| Amherst County  | 30,200     | 478              |
| Bedford City    | 6,200      | 7                |
| Bedford County  | 56,600     | 747              |
| Campbell County | 50,100     | 505              |
| Lynchburg City  | 64,800     | 49               |

## **SECTION 3: RESPONSIBILITIES OF THE COUNCIL.**

On behalf of each and all parties hereto, the COUNCIL powers shall include, but not be limited to the following:

- A. Providing overall governance for implementing the provisions of the ACT and Regulations, ~~as amended~~, for the WIDA to include creation of; and appointment of all members to, the REGION 2000 WORKFORCE ~~INVESTMENT DEVELOPMENT~~ BOARD, hereinafter referred to as the BOARD.
- B. Approving policies, priorities, goals, and objectives of the BOARD and the programs

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and services to be provided by the BOARD, either directly or by contract with political subdivisions or public or private service providers.

~~C. In partnership with the BOARD, the COUNCIL shall develop, approve and submit all required workforce development plans for the WIA.~~

C. The Council, in partnership with the Board, shall submit to the Governor, a regional strategic workforce development plan that meets the requirements in Section 1208 of the ACT Workforce Innovation and Opportunity Act.

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D. The Council shall approve the Board budget annually and receive the Board's annual report.

E. The Council shall enter into an agreement with the Board that clearly details the partnership between the two entities for the governance and oversight of activities under the WIOA.

### 3.01: MEMBERSHIP.

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The voting members of the COUNCIL shall be the Chief Local Elected Official of each of the jurisdictions that are party to this agreement, or that official's duly appointed elected designee.

### 3.02: TERMS OF OFFICE.

The term of office for each COUNCIL member shall coincide with the term of office for which the member was elected to public office in the particular jurisdiction the member represents.

### 3.03: VOTING RIGHTS.

Each COUNCIL member shall have one (1) equal vote on all matters before the COUNCIL. Voting by proxy shall not be permitted except when the Council member is represented by a duly appointed elected designee.

### 3.04: MEETINGS.

The COUNCIL shall hold meetings from time to time as may be required in order to conduct the affairs of the COUNCIL. At least ~~two-one~~ meetings shall be held each year ~~for the purpose of reviewing the state of the workforce development programs and services and for consideration of plans and/or modifications to such plans as may be required.~~

### 3.05: BY-LAWS.

The COUNCIL may adopt by-laws and such other rules as it deems necessary to govern its operations.

#### **SECTION 4: WORKFORCE DEVELOPMENT BOARD.**

##### **4.01: CREATION of the REGION 2000 WORKFORCE INVESTMENT-DEVELOPMENT BOARD.**

There is hereby created, the REGION 2000 WORKFORCE INVESTMENT-DEVELOPMENT BOARD, hereinafter referred to as the "BOARD".

##### **4.02: APPOINTMENT of MEMBERS to the BOARD.**

The COUNCIL, shall appoint the members of the BOARD in accordance with the process required by Section 117(c)(1)(A) of the Workforce Investment Act P.L. 113-128, Workforce Innovation and Opportunity Act, Section 107 of the ACT, pertaining to Local Workforce Development Boards and related Commonwealth of Virginia Policy as described immediately below. The initial members of the Board are found at Appendix 1.

1. The COUNCIL, acting together, shall appoint at least two representatives from each of the following public sector categories:

(1A) Local educational entities, including adult education and literacy and postsecondary institutions. A majority of the members of each local Board shall be representatives of business in the local area, who shall reflect, to the extent possible, employment opportunities in the region and who;

- (i) Are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
- (ii) Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
- (iii) Are appointed from among individuals nominated by local businesses, business organizations and business trade associations;

(2B) Labor organizations. Not less than 20% of the members of each Board shall be representatives of the workforce within the local area, who:

- (i) Shall include representatives of labor organizations (for a local

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area in which employees are representatives by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;

(ii) Shall include a representative who shall be a member of a labor organization or a training director, form a joint labor-management apprenticeship program, and if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;

(iii) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(iv) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

(3) ~~Community Based Organizations, meaning private nonprofit organizations that are representative of communities within the local area that have demonstrated expertise and effectiveness in the field of workforce development; and, Each local Board shall include representatives of entities administering education and training activities in the local area, who:~~

(i) Shall include a representative of eligible providers administering adult education and literacy activities under Title II;

(ii) Shall include a representative of institutions of higher education providing workforce development activities (including community colleges);

(iii) May include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;

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(iv) If there are multiple eligible providers serving the local area by administering adult education and literacy activities under Title II, or multiple institutions of higher education serving the local area by providing workforce development activities, each representative on the Board shall be appointed from among individuals nominated by local providers representing such providers or institutions, respectively

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(4D) Economic Development agencies or organizations Each local Board shall include representatives of governmental and economic and community development entities serving the local area who:-

- (i) Shall include a representative of economic and community development entities;
- (ii) Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 720 et seq.), other than section 122 or part C of that title (29 U.S.C. 732, 741) serving the local area;
- (iii) May include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
- (iv) May include representatives of philanthropic organizations serving the local area; and

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(E) Each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate

2. Also acting together, the COUNCIL shall appoint at least one representative from each of category of required partners in the Local Workforce Investment Area One Stop Center unless otherwise already represented on the board. The required One Stop Partners are:

- (1) Local School Boards;
- (2) Local Community Colleges;
- (3) Community Action Agencies;
- (4) Administrative Entity for local Welfare to Work Programs;

~~(5) Department of Rehabilitative Services or Visually Handicapped;~~

~~(6) Area Agency on Aging and/or nationally funded Older Worker Employment and~~

~~Training Programs;~~

~~(7) Local Virginia Employment Commission;~~

~~(8) Redevelopment and Housing Authority Employment and Training Programs and,~~

~~(9) Other nationally funded workforce development programs in the local area.~~

~~3. The COUNCIL may also together determine the appropriateness of making other optional public sector appointments to the BOARD. Optional appointments may include, but not be limited to representatives from: Apprenticeship Programs; School-to-Work; Juvenile Justice Training Programs; Virginia Enterprise Initiatives; Adult Occupational Programs; and, Mental Health Employment and Training Programs.~~

~~4. The COUNCIL, in every instance shall ensure that the total membership of the BOARD shall be constituted to always provide at least a simple majority of private sector business representatives; and, shall include representatives from employers in the region that reflect, to the extent possible, employment opportunities in the region. Accordingly, each member of the COUNCIL shall appoint an equal number of private sector members from their respective jurisdictions that will in total constitute the required private sector majority membership of the BOARD.~~

#### **4.032: PURPOSE AND POWERS.**

The functions and responsibilities of the BOARD shall include, but are not limited to:

- A. Development of all plans and priorities for service and subsequent modifications.
- B. Development and implementation of policies and operating guidelines as required by the Cooperative Agreement by and between the BOARD and the COUNCIL for the administration of the workforce development programs operated, or proposed, within the Region 2000 Workforce ~~Investment~~ Development Area.
- C. Approval of all proposed program designs and delivery systems for the purpose of providing workforce development services for the Region 2000 Workforce ~~Investment~~

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Development Area.

D. Evaluation of the performance of individual services providers pursuant to relevant federal and state statutes, regulations and policy interpretations as revised or amended.

E. The Board shall develop the vision, goals, objectives, and policies for the regional workforce development area. The vision should be aligned with both the region's Comprehensive Economic Development Strategy and the Virginia Board of Workforce Development's goals. The Board shall ~~solicitation of~~ support and comment from the general public in providing a comprehensive plan for workforce development programs for this local workforce ~~investment development~~ area.

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F. Serve as sub recipient of all funds disbursed under the ACT for the local Workforce ~~Investment Development~~ Area and the subsequent disbursement of such funds to designated service providers and/or subcontractors in accordance with the approved Workforce Development Plan; and, pursuant to approved procedures as provided for in the Agreement by and between the COUNCIL and the BOARD.

G. Advising the COUNCIL of problems that may arise from time to time that may impact policy considerations of the COUNCIL and recommend corrective action.

H. Reporting at least annually to the COUNCIL on the state of the Workforce Development Program and the matters related to carrying out the requirements of the Workforce Development Plan.

I. Such other functions as the BOARD may deem appropriate provided such functions are allowable under the ACT and Regulations, as amended.

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**4.043: NOMINATION PROCESS.**

~~Nomination for membership to the BOARD shall be accomplished in accordance with the provisions of the ACT and Regulations, as amended. The nomination process under this agreement shall be for the Member Jurisdictions, as defined in Section 2, to seek and receive nominations and submit the list of nominees to the COUNCIL. The COUNCIL shall review the nominations and any other recommendations from member jurisdictions that may be received and make the appointments in accordance with Section 4.01 herein above~~

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The Chief Local Elected Officials must contact the appropriate entities in the local area for

nominations to appoint members and/or to fill vacancies on the local Board from business, local educational entities, and labor representatives. Chief Local Elected Officials may also design a process for nominations of individuals and other types of representation the officials would like to include on the local Board. Vacancies subsequent to the establishment of the local Board must be filled in the same manner as the original appointments.

Private sector representatives are to be selected from among individuals nominated by local business organizations (ex. business trade associations, chamber of commerce, economic development agencies). Individual businesses may also nominate themselves or provide nominations of other businesses to the Chief Local Elected Officials. Private sector representatives can include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy making or hiring authority.

Local educational entity representatives must be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing secondary adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist). Members of the board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities. The members of the board shall represent diverse geographic areas within the local area.

- Labor representatives must be selected from among individuals nominated by local labor federations (or in a local area in which no employees are represented by such organizations, other representatives of employees, such as employee organizations and/or the state AFL-CIO).

- For all other members, local chief elected officials should consult with the appropriate groups in the local area for possible individuals to serve including:

- Representatives of community-based organizations, including organizations representing individuals with disabilities and veterans where such organizations exist in the area.
- Representatives of local economic development agencies, including private sector economic development entities.

Nomination for membership to the BOARD shall be accomplished in accordance with the provisions of the ACT and Regulations, as amended. The nomination process under this agreement shall be for the Member Jurisdictions, as defined in Section 2, to seek and receive nominations and submit the list of nominees to the COUNCIL. The COUNCIL shall review the nominations and any other recommendations from member jurisdictions that may be received and make the appointments in accordance with Section 4.021 herein above.

▲

#### 4.054: TERMS OF OFFICE.

The term of office for BOARD members shall be two (2) years; and, members may be eligible for reappointment. The initial terms of members of the BOARD shall be staggered and the manner and method of staggering the term of office shall be set forth in the by-laws of the BOARD. Individuals serving on the local Board who subsequently retire or no longer hold the position that made them eligible board members may not continue to serve on the local Board. The entity affiliated with the vacating board member may nominate a new representative to the local Board. Vacancies resulting from resignations or removal of mandatory members should be filled within 90 days.

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#### 4.065: VOTING RIGHTS.

Each BOARD member shall have one (1) equal vote on all matters before the BOARD. Voting by proxy shall not be permitted.

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#### 4.076: OFFICERS.

A Chair and Vice Chair shall be elected by and from the membership of the BOARD; and, shall serve for terms of one (1) year and may be eligible for re-election for one additional term of one year. Eligibility for election of both the Chair and Vice Chair shall be limited to the Private Sector Business category of BOARD membership. The Chair serves as the Executive committee chair and selects the Chairs for all standing committees and taskforces-special committees of the Board.

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#### 4.087: MEETINGS.

The BOARD shall hold regular or called meetings at such times, dates, and places as may be established in the by-laws of the BOARD.

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#### 4.098: STANDING COMMITTEES.

(A) IN GENERAL.—the Board may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out activities under this section. Such standing committees shall be chaired by a member of the local board, may include other members of the local board, and shall include other individuals appointed by the local board who are not members of the local board and who the local board determines have appropriate experience and expertise. At a minimum, the local board may designate each of the following:

(i) A standing committee to provide information and assist with operational and other issues relating to the one-stop delivery system, which may include as members representatives of the one-stop partners.

(ii) A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

(iii) A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

(B) ADDITIONAL COMMITTEES.—The Board may designate standing committees in addition to the standing committees specified in subparagraph (A).

#### **4.10089: BY-LAWS.**

▲ The Board shall adopt by-laws and such other rules or operational procedures as it deems necessary to govern its operations.

### **SECTION 5: ADMINISTRATION.**

#### **5.01: GRANT RECIPIENT.**

The City of Lynchburg has been designated by the COUNCIL to be the grant recipient for the Region 2000 Workforce ~~Investment-Development~~ Area COUNCIL, and is responsible for ensuring compliance with the terms and conditions of the W4DA grant. Therefore, the City shall have the ability, for cause, to terminate the appointment of the fiscal agent selected if the City, in its sole discretion, determines there is good cause to do so by giving written notice of termination and specifying the cause for the termination and the effective date thereof. In the event the City terminates the appointment of the fiscal agent as provided herein, the fiscal agent will be paid for the reasonable services provided and the allowable expenses incurred by the fiscal agent prior to the termination of the appointment. If the City terminates the appointment of the fiscal agent the BOARD with the advice and consent of the COUNCIL shall appoint a new fiscal agent.

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## 5.02: FISCAL AGENT.

In order to facilitate and expedite the process of implementing the workforce development system in Region 2000, the COUNCIL, has determined it to be appropriate to make the initial ~~initial~~ appointment of the Fiscal Agent for both the COUNCIL and the BOARD. Future appointment of the FISCAL AGENT shall be by the BOARD with the advice and consent of the COUNCIL. Pursuant to the ACT, this Agreement, and the Agreement between the COUNCIL, and the BOARD, the FISCAL AGENT shall be the responsible to the BOARD for management and control. The FISCAL AGENT shall provide administrative and staff support to both the COUNCIL and the BOARD performing those duties and responsibilities as may be required to carry out the requirements of the ACT as prescribed by the BOARD and approved by the COUNCIL. Additionally, the ACT prohibits the FISCAL AGENT from providing direct services.

Accordingly, the COUNCIL does hereby appoint the Central Virginia Planning District Commission ~~Central Virginia Planning District Commission~~ Virginia's Region 2000 Local Government Council (Region 2000) as the initial FISCAL AGENT for the REGION 2000 WORKFORCE INVESTMENT DEVELOPMENT AREA ~~for a period from execution of this agreement through June 30, 2001. CVPDC shall utilize the resources of Workforce ETC (successor to CCPIC) and other resources as authorized by the COUNCIL to carry out the duties noted below.~~

## 5.03: DUTIES AND RESPONSIBILITIES OF THE FISCAL AGENT.

The FISCAL AGENT shall have the following duties and responsibilities and such other duties as may be assigned by the COUNCIL initially and the BOARD subsequently:

- A. Prepare the Workforce Development plans as directed by the BOARD;
- B. Develop a program budget for submission to the BOARD prepared in accordance with federal and state guidelines and provisions of the ACT;
- C. Develop an Administrative Budget for submission to the BOARD for the purpose of carrying out the responsibilities as may be assigned by the BOARD;
- D. Provide professional, technical, and clerical support to the COUNCIL under the direction of the BOARD on all matters relating to planning, operation, monitoring, oversight, and evaluation of Workforce Development programs and activities in and for the Region 2000 Workforce Investment Area;
- E. Develop and carry out monitoring procedures necessary to meet the requirements of the Workforce Development Plan and the ACT;
- F. Provide for the operation of all programs and activities which are carried out for the

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COUNCIL under the authority of the BOARD; and

G. To perform such other duties as may be assigned from time to time.

#### **SECTION 6: SPECIAL COMMITTEES.**

The BOARD and the COUNCIL, jointly or separately, shall from time to time establish such special committees as deemed necessary to effectively plan for and efficiently respond to the workforce needs of the workforce ~~investment-development~~ area.

#### **SECTION 7: RESOLUTION OF CONFLICT.**

In the event there is an unresolved dispute between the BOARD and the COUNCIL, the Governor of the Commonwealth of Virginia shall exercise the authority vested in the state governor by the ACT and Regulations, as amended.

#### **SECTION 8: LIABILITY.**

The COUNCIL as a unit and distinguished from the sum or any number of its individual members, shall indemnify, and hold harmless the individual members of the BOARD and COUNCIL from the restitution of any funds required by the misapplication, erroneous expenditure or other action by the BOARD or COUNCIL which results in a claim against any individual member or combination of members of the COUNCIL or the BOARD to the extent allowed by law; this duty to indemnify is subject to all immunities that inure to any individual COUNCIL member as an officer, agent or employee of any political subdivision of the Commonwealth of Virginia and to the immunities that inure to the benefit of any political subdivision of the Commonwealth of Virginia who is a party hereto or a beneficiary hereof, its officers, agents and employees to include sovereign immunity.

##### **8.01: LIMITATION OF LIABILITY:**

The extent of liability of any single jurisdiction in this COUNCIL, for any of the funds appropriated to the Region 2000 Workforce Investment Area, shall be limited to the prorated share of the total funds allocated the particular jurisdiction during the particular fiscal year in which an issue of liability may arise.

##### **8.02: INSURANCE ~~REQUIREMENT-REQUIREMENT:~~**

The FISCAL AGENT shall procure and maintain appropriate Public Liability and Errors and Omissions Insurance policies sufficient to protect the COUNCIL from potential errors and omissions in the ordinary administration and use of these particular public funds and provide proof thereof to the COUNCIL prior to entering into its duties as Fiscal Agent.

## **SECTION 9: DURATION.**

This Council Agreement shall be terminated upon the repeal of the ACT and other related legislation regarding Workforce Development or upon mutual consent of at least two-thirds (2/3) of the members of the COUNCIL.

## **SECTION 10: MEMBERSHIP ADDITIONS AND WITHDRAWALS.**

### **10.01: ADDITIONS.**

Any local jurisdiction which is not a party to this COUNCIL Agreement on the effective date thereof may thereafter join the COUNCIL provided that such local jurisdiction is made a part of a Local Workforce Investment Area designated by the Governor of the Commonwealth of Virginia in accordance with the provisions of the ACT and Regulations, as amended; and that, that jurisdiction adopts and executes this COUNCIL Agreement.

### **10.02: WITHDRAWALS.**

Any party to this COUNCIL Agreement shall have the right to withdraw at any time after written notification of at least ninety (90) days to the COUNCIL of the party's intention to withdraw from the COUNCIL Agreement. In the event that any locality that is a party to this agreement exercises its right to withdrawal then the term of any BOARD member appointed by such locality as well as the term of the Chief Elected Official representing the locality on the COUNCIL shall end on the date of the withdrawal.

### **10.03: DISPOSITION OF PROPERTY UPON TERMINATION.**

Upon termination of this agreement any property owned by the Council or the Fiscal Agent shall be distributed to the local jurisdictions on a proportionate basis equal to the amount of funding through grant receipts or otherwise during the period of time when the agreement was in effect.

## **SECTION 11: AMENDMENTS.**

This COUNCIL Agreement may be amended only by concurring resolutions by the governing bodies of two-thirds (2/3) of the members of this COUNCIL Agreement.

## **SECTION 12: EFFECTIVE DATE.**

This COUNCIL Agreement shall become effective on the final date appearing immediately below.

~~Amendment~~

~~Council Agreement~~

~~Region 2000 Workforce Investment Area~~

~~April 2000, Revised July 21, 2000~~

~~Pursuant to Section 10.1 of the Council Agreement,~~

~~**10.01- ADDITIONS.**~~

~~Any local jurisdiction which is not a party to this COUNCIL Agreement on the effective date thereof may~~

~~Page 17 of 19~~

~~Region 2000 Workforce Development-Investment Area Council Agreement~~



~~thereafter join the COUNCIL provided that such local jurisdiction is made a part of a Local Workforce Investment Area designated by the Governor of the Commonwealth of Virginia in accordance with the provisions of the ACT and Regulations, as amended; and that, that jurisdiction adopts and executes this COUNCIL Agreement.~~

Appomattox County is added as a member of the Region 2000 Workforce Area Council, as a result of Appomattox County Board of Supervisors request, Region 2000 Workforce Investment Area Council's endorsement and designation by the Governor of the Commonwealth of Virginia. This designation was made after concurrence by the five governing bodies forming the original Council.

Signed:

Amendment  
Council Agreement  
Region 2000 Workforce Investment Area

April 2000, Revised July 21, 2000

~~WHEREAS, the Board of supervisors of Appomattox requested membership in the Region 2000 Workforce Investment Area; and~~

~~WHEREAS, the Governor of the Commonwealth of Virginia has designated Appomattox County a part of the Region 2000 Workforce Investment Area;~~

~~NOW THEREFORE THIS AGREEMENT FURTHER WITNESSETH: That for and in consideration of the promises and of the mutual benefits to be derived hereunder, the County of Appomattox adopts the rules of the Council Agreement.~~

Signed:



# Workforce Development Board

REGION 2000

WORKFORCE DEVELOPMENT AREA

(LWDA 7)

## COUNCIL AGREEMENT

April, 2000

Revised July 21, 2000

Proposed Revision October, 2015

## **Council Agreement**

### **REGION 2000 WORKFORCE DEVELOPMENT AREA**

#### **PREAMBLE**

The communities of Region 2000 recognize that the development of a vibrant, effective workforce is important to the economic competitiveness and resiliency of our communities. We understand that workforce development is an educational process occurring at all ages and is lifelong. We recognize that by working together we can build a stronger workforce development program.

The communities of this region seek to create organizations which will be the focal point of the region's workforce development initiatives. We look for these organizations to both utilize federal Workforce Development funds and also seek other partner organizations to develop a well-rounded, successful program to provide training and education programs appropriate for all ages and for the skills needed by the community's businesses and industries.

To implement this effort, we authorize the creation of the Region 2000 Workforce Development Area and the Region 2000 Workforce Development Board in accordance with the WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)(Public Law 113-128), hereinafter referred to as the "ACT", and all federal and state guidelines for the ACT. It is Made and Entered into by and between the County of AMHERST, the County of APPOMATTOX, the County of BEDFORD, the County of CAMPBELL and the City of LYNCHBURG.

WITNESSETH:

WHEREAS, the respective Boards of Supervisors of the Counties of AMHERST, APPOMATTOX, BEDFORD and CAMPBELL and the City Council of the City of LYNCHBURG in the Commonwealth of Virginia, have adopted resolutions authorizing the execution of this Council Agreement;

NOW THEREFORE THIS AGREEMENT FURTHER WITNESSETH: That for and in consideration of the promises and of the mutual benefits to be derived hereunder, that each and all of the jurisdictions enumerated immediately above, do hereby reciprocally agree as follows:

#### **SECTION 1: CREATION OF THE COUNCIL.**

THERE IS HEREBY CREATED, by the undersigned Chief Local Elected Official of the Counties and City, the REGION 2000 WORKFORCE DEVELOPMENT AREA COUNCIL, hereinafter

referred to as the "COUNCIL ", which shall exist under and be subject to the terms and conditions of this Council Agreement, and which shall be deemed to constitute the agreement authorized by Section 15.2-1300 of the Code of Virginia (Repl. Vol. 1997) as amended, for the joint exercise of powers by participating political subdivisions of the Commonwealth of Virginia.

The purpose of the COUNCIL shall be to plan, establish, and operate a LOCAL WORKFORCE DEVELOPMENT AREA and Workforce Development Services Delivery System according to the provisions of the ACT, and the Federal Regulations hereinafter referred to as the "Regulations", issued by the U.S. Department of Labor, for the implementation of the ACT together with any and all other subsequent and relevant federal and Commonwealth of Virginia statutes, policies and interpretations.

## **SECTION 2: AREA AND POPULATION TO BE SERVED.**

The area to be served shall be called the REGION 2000 WORKFORCE DEVELOPMENT AREA, hereinafter referred to as the "WDA", and shall include the jurisdictions noted in this section and consisting of the 2,000 square miles of land in the Counties of Amherst, Appomattox, Bedford and Campbell and the City of Lynchburg (Lynchburg Area). The Weldon Cooper Center for Public Services Demographics Research Group population estimates published on January 27, 2015 indicates the Lynchburg Metro Area has a population of 259,487.

## **SECTION 3: RESPONSIBILITIES OF THE COUNCIL.**

On behalf of each and all parties hereto, the COUNCIL powers shall include, but not be limited to the following:

A. Providing overall governance for implementing the provisions of the ACT and Regulations for the WDA to include creation of, and appointment of all members to, the REGION 2000 WORKFORCE DEVELOPMENT BOARD, hereinafter referred to as the "BOARD".

B. Approving policies, priorities, goals, and objectives of the BOARD and the programs and services to be provided by the BOARD, either directly or by contract with political subdivisions or public or private service providers.

C. The COUNCIL, in partnership with the Board, shall submit to the Governor a regional strategic workforce development plan that meets the requirements in Section 108 of the ACT.

D. The COUNCIL shall approve the Board budget annually and receive the BOARD's

annual report.

E. The COUNCIL shall enter into an agreement with the BOARD that clearly details the partnership between the two entities for the governance and oversight of activities under the ACT.

### **3.01: MEMBERSHIP.**

The voting members of the COUNCIL shall be the Chief Local Elected Official of each of the jurisdictions that are party to this agreement, or that official's duly appointed elected designee.

### **3.02: TERMS OF OFFICE.**

The term of office for each COUNCIL member shall coincide with the term of office for which the member was elected to public office in the particular jurisdiction the member represents.

### **3.03: VOTING RIGHTS.**

Each COUNCIL member shall have one (1) equal vote on all matters before the COUNCIL. Voting by proxy shall not be permitted except when the Council member is represented by a duly appointed elected designee.

### **3.04: MEETINGS.**

The COUNCIL shall hold meetings from time to time as may be required in order to conduct the affairs of the COUNCIL. At least one meeting shall be held each year.

### **3.05: BY-LAWS.**

The COUNCIL may adopt by-laws and such other rules as it deems necessary to govern its operations.

## **SECTION 4: WORKFORCE DEVELOPMENT BOARD.**

### **4.01: CREATION of the REGION 2000 WORKFORCE DEVELOPMENT BOARD.**

There is hereby created, the REGION 2000 WORKFORCE DEVELOPMENT BOARD, referred to as the "BOARD".

### **4.02: APPOINTMENT of MEMBERS to the BOARD.**

The COUNCIL, shall appoint the members of the BOARD in accordance with the process

required by Section 107 of the ACT pertaining to Local Workforce Development Boards and related Commonwealth of Virginia Policy as described immediately below.

The COUNCIL, acting together, shall appoint representatives from each of the following categories:

- A. A majority of the members of each local Board shall be representatives of business in the local area, who shall reflect, to the extent possible, employment opportunities in the region and who:
  - (i) Are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
  - (ii) Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
  - (iii) Are appointed from among individuals nominated by local businesses, business organizations and business trade associations;
  
- B. Not fewer than twenty (20) percent of the members of each Board shall be representatives of the workforce within the local area, who:
  - (i) Shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
  - (ii) Shall include a representative who shall be a member of a labor organization or a training director, form a joint labor-management apprenticeship program, and if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
  - (iii) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that

- serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
- (iv) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

C. Each local Board shall include representatives of entities administering education and training activities in the local area, who:

- (i) Shall include a representative of eligible providers administering adult education and literacy activities under Title II;
- (ii) Shall include a representative of institutions of higher education providing workforce development activities (including community colleges);
- (iii) May include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;
- (iv) If there are multiple eligible providers serving the local area by administering adult education and literacy activities under Title II, or multiple institutions of higher education serving the local area by providing workforce development activities, each representative on the Board shall be appointed from among individuals nominated by local providers representing such providers or institutions, respectively;

D. Each local Board shall include representatives of governmental and economic and community development entities serving the local area who:

- (i) Shall include a representative of economic and community development entities;
- (ii) Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 720 et seq.), other than section 122 or part C of that title (29 U.S.C. 732, 741) serving the local area;



- (iii) May include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
  - (iv) May include representatives of philanthropic organizations serving the local area; and
- E. Each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

#### **4.03: PURPOSE AND POWERS.**

The functions and responsibilities of the BOARD shall include, but are not limited to:

- A. Development of all plans and priorities for service and subsequent modifications.
- B. Development and implementation of policies and operating guidelines as required by the Cooperative Agreement by and between the BOARD and the COUNCIL for the administration of the workforce development programs operated, or proposed, within the WDA.
- C. Approval of all proposed program designs and delivery systems for the purpose of providing workforce development services for the WDA.
- D. Evaluation of the performance of individual services providers pursuant to relevant federal and state statutes, regulations and policy interpretations as revised or amended.
- E. Development of the vision, goals, objectives, and policies for the regional workforce development area. The vision should be aligned with both the region's Comprehensive Economic Development Strategy and the Virginia Board of Workforce Development's goals. The Board shall solicit support and comment from the general public in providing a comprehensive plan for workforce development programs for this local workforce development area.
- F. Serve as sub recipient of all funds disbursed under the ACT for the local WDA and the subsequent disbursement of such funds to designated service providers and/or subcontractors in accordance with the approved Workforce Development Plan and, pursuant to approved procedures as provided for in the Cooperative Agreement by and between the COUNCIL and the BOARD.

G. Advising the COUNCIL of problems that may arise from time to time that may impact policy considerations of the COUNCIL and recommend corrective action.

H. Reporting at least annually to the COUNCIL on the state of the Workforce Development Program and the matters related to carrying out the requirements of the Workforce Development Plan.

I. Such other functions as the BOARD may deem appropriate provided such functions are allowable under the ACT and Regulations, as amended.

#### **4.04: NOMINATION PROCESS.**

The Chief Local Elected Officials must contact the appropriate entities in the local area for nominations to appoint members and/or to fill vacancies on the local Board from business, local educational entities, and labor representatives. Chief Local Elected Officials may also design a process for nominations of individuals and other types of representation the officials would like to include on the local Board. Vacancies subsequent to the establishment of the local Board must be filled in the same manner as the original appointments.

Private sector representatives are to be selected from among individuals nominated by local business organizations (ex. business trade associations, chamber of commerce, economic development agencies). Individual businesses may also nominate themselves or provide nominations of other businesses to the Chief Local Elected Officials. Private sector representatives can include owners of businesses, chief executives or operating officers of businesses, and other business executives with optimum policy making or hiring authority.

Local educational entity representatives must be selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities including local school boards, entities providing vocational education, entities providing secondary adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist). Members of the board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities. The members of the board shall represent diverse geographic areas within the local area.

Labor representatives must be selected from among individuals nominated by local labor federations (or in a local area in which no employees are represented by such organizations, other representatives of employees, such as employee organizations and/or the state AFL-CIO).

For all other members, local chief elected officials should consult with the appropriate groups in the local area for possible individuals to serve including:

- Representatives of community-based organizations, including organizations representing individuals with disabilities and veterans where such organizations exist in the area.
- Representatives of local economic development agencies, including private sector economic development entities.

Nomination for membership to the BOARD shall be accomplished in accordance with the provisions of the ACT and Regulations, as amended. The nomination process under this agreement shall be for the Member Jurisdictions, as defined in Section 2, to seek and receive nominations and submit the list of nominees to the COUNCIL. The COUNCIL shall review the nominations and any other recommendations from member jurisdictions that may be received and make the appointments in accordance with Section 4.02 herein above.

#### **4.05: TERMS OF OFFICE.**

The term of office for BOARD members shall be two (2) years and members may be eligible for reappointment. The initial terms of members of the BOARD shall be staggered and the manner and method of staggering the term of office shall be set forth in the by-laws of the BOARD. Individuals serving on the local Board who subsequently retire or no longer hold the position that made them eligible board members may not continue to serve on the local Board. The entity affiliated with the vacating board member may nominate a new representative to the local Board. Vacancies resulting from resignations or removal of mandatory members should be filled within ninety (90) days.

#### **4.06: VOTING RIGHTS.**

Each BOARD member shall have one (1) equal vote on all matters before the BOARD. Voting by proxy shall not be permitted.

#### **4.07: OFFICERS.**

A Chair and Vice Chair shall be elected by and from the membership of the BOARD; and, shall serve for terms of one (1) year and may be eligible for re-election for one additional term of one year. Eligibility for election of both the Chair and Vice Chair shall be limited to the private sector business category of BOARD membership as referenced in Section 4.02(A) of this Agreement. The Chair serves as the Executive committee chair and selects the Chairs for all standing committees and special committees of the BOARD.

#### **4.08: MEETINGS.**

The BOARD shall hold regular or called meetings at such times, dates, and places as may be established in the by-laws of the BOARD.

#### **4.09: STANDING COMMITTEES.**

A. IN GENERAL.—the BOARD may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out activities under this section. Such standing committees shall be chaired by a member of the local board, may include other members of the local board, and shall include other individuals appointed by the local board who are not members of the local board and who the local board determines have appropriate experience and expertise. At a minimum, the local board may designate each of the following:

(i) A standing committee to provide information and assist with operational and other issues relating to the one-stop delivery system, which may include as members representatives of the one-stop partners.

(ii) A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

(iii) A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

B. ADDITIONAL COMMITTEES.—The Board may designate standing committees in addition to the standing committees specified in subparagraph (A).

#### **4.10: BY-LAWS.**

The Board shall adopt by-laws and such other rules or operational procedures as it deems necessary to govern its operations.

## **SECTION 5: ADMINISTRATION.**

### **5.01: GRANT RECIPIENT.**

The City of Lynchburg has been designated by the COUNCIL to be the grant recipient for the Region 2000 Workforce Development Area COUNCIL, and is responsible for ensuring compliance with the terms and conditions of the WDA grant. Therefore, the City shall have the ability, for cause, to terminate the appointment of the fiscal agent selected if the City, in its sole discretion, determines there is good cause to do so by giving written notice of termination and specifying the cause for the termination and the effective date thereof. In the event the City terminates the appointment of the fiscal agent as provided herein, the fiscal agent will be paid for the reasonable services provided and the allowable expenses incurred by the fiscal agent prior to the termination of the appointment. If the City terminates the appointment of the fiscal agent the BOARD with the advice and consent of the COUNCIL shall appoint a new fiscal agent.

### **5.02: FISCAL AGENT.**

In order to facilitate and expedite the process of implementing the workforce development system in Region 2000, the COUNCIL has determined it to be appropriate to make the initial appointment of the Fiscal Agent for both the COUNCIL and the BOARD. Future appointment of the Fiscal Agent shall be by the BOARD with the advice and consent of the COUNCIL. Pursuant to the ACT, this Agreement, and the Cooperative Agreement between the COUNCIL, and the BOARD, the Fiscal Agent shall be the responsible to the BOARD for management and control. The Fiscal Agent shall provide administrative and staff support to both the COUNCIL and the BOARD performing those duties and responsibilities as may be required to carry out the requirements of the ACT as prescribed by the BOARD and approved by the COUNCIL. Additionally, the ACT prohibits the Fiscal Agent from providing direct services.

Accordingly, the COUNCIL does hereby appoint the Virginia's Region 2000 Local Government Council (Region 2000) as the Fiscal Agent for the WDA.

### **5.03: DUTIES AND RESPONSIBILITIES OF THE FISCAL AGENT.**

The FISCAL AGENT shall have the following duties and responsibilities and such other duties as may be assigned by the COUNCIL initially and the BOARD subsequently:

- A. Prepare the Workforce Development plans as directed by the BOARD;

- B. Develop a program budget for submission to the BOARD prepared in accordance with federal and state guidelines and provisions of the ACT;
- C. Develop an Administrative Budget for submission to the BOARD for the purpose of carrying out the responsibilities as may be assigned by the BOARD;
- D. Provide professional, technical, and clerical support to the COUNCIL under the direction of the BOARD on all matters relating to planning, operation, monitoring, oversight, and evaluation of Workforce Development programs and activities in and for the WDA;
- E. Develop and carry out monitoring procedures necessary to meet the requirements of the Workforce Development Plan and the ACT;
- F. Provide for the operation of all programs and activities which are carried out for the COUNCIL under the authority of the BOARD; and
- G. To perform such other duties as may be assigned from time to time.

#### **SECTION 6: SPECIAL COMMITTEES.**

The BOARD and the COUNCIL, jointly or separately, shall from time to time establish such special committees as deemed necessary to effectively plan for and efficiently respond to the workforce needs of the WDA.

#### **SECTION 7: RESOLUTION OF CONFLICT.**

In the event there is an unresolved dispute between the BOARD and the COUNCIL, the Governor of the Commonwealth of Virginia shall exercise the authority vested in the state governor by the ACT and Regulations, as amended.

#### **SECTION 8: LIABILITY.**

The COUNCIL as a unit and distinguished from the sum or any number of its individual members shall indemnify, and hold harmless, the individual members of the BOARD and COUNCIL from the restitution of any funds required by the misapplication, erroneous expenditure or other action by the BOARD or COUNCIL which results in a claim against any individual member or combination of members of the COUNCIL or the BOARD to the extent allowed by law; this duty to indemnify is subject to all immunities that inure to any individual COUNCIL member as an officer, agent or employee of any political subdivision of the Commonwealth of Virginia and to the immunities that inure to the benefit of any political subdivision of the Commonwealth of Virginia who is a party hereto or a

beneficiary hereof, its officers, agents and employees to include sovereign immunity.

#### **8.01: LIMITATION OF LIABILITY.**

The extent of liability of any single jurisdiction in this COUNCIL, for any of the funds appropriated to the WDA, shall be limited to the prorated share of the total funds allocated the particular jurisdiction during the particular fiscal year in which an issue of liability may arise.

#### **8.02: INSURANCE REQUIREMENT.**

The Fiscal Agent shall procure and maintain appropriate Public Liability and Errors and Omissions Insurance policies sufficient to protect the COUNCIL from potential errors and omissions in the ordinary administration and use of these particular public funds and provide proof thereof to the COUNCIL prior to entering into its duties as Fiscal Agent.

### **SECTION 9: DURATION.**

This Council Agreement shall be terminated upon the repeal of the ACT and other related legislation regarding Workforce Development or upon mutual consent of at least two-thirds (2/3) of the members of the COUNCIL.

### **SECTION 10: MEMBERSHIP ADDITIONS AND WITHDRAWALS.**

#### **10.01: ADDITIONS.**

Any local jurisdiction which is not a party to this Council Agreement on the effective date thereof may thereafter join the COUNCIL provided that such local jurisdiction is made a part of a Local Workforce Development Area designated by the Governor of the Commonwealth of Virginia in accordance with the provisions of the ACT and Regulations, as amended; and that, that jurisdiction adopts and executes this Council Agreement.

#### **10.02: WITHDRAWALS.**

Any party to this Council Agreement shall have the right to withdraw at any time after written notification of at least ninety (90) days to the COUNCIL of the party's intention to withdraw from the Council Agreement. In the event that any locality that is a party to this agreement exercises its right to withdrawal then the term of any BOARD member appointed by such locality as well as the term of the Chief Elected Official representing the locality on the COUNCIL shall end on the date of the withdrawal.

### **10.03: DISPOSITION OF PROPERTY UPON TERMINATION.**

Upon termination of this agreement any property owned by the Council or the Fiscal Agent shall be distributed to the local jurisdictions on a proportionate basis equal to the amount of funding through grant receipts or otherwise during the period of time when the agreement was in effect.

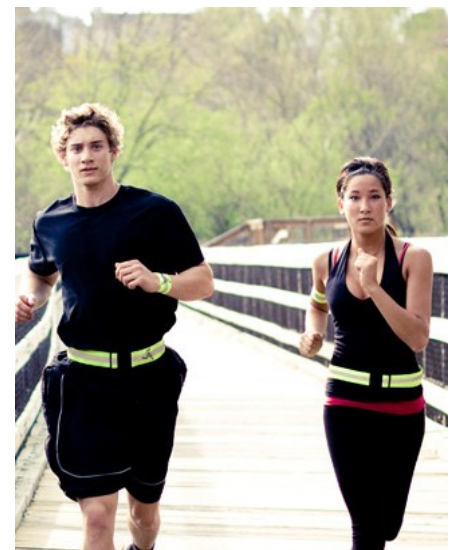
### **SECTION 11: AMENDMENTS.**

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### **SECTION 12: EFFECTIVE DATE.**

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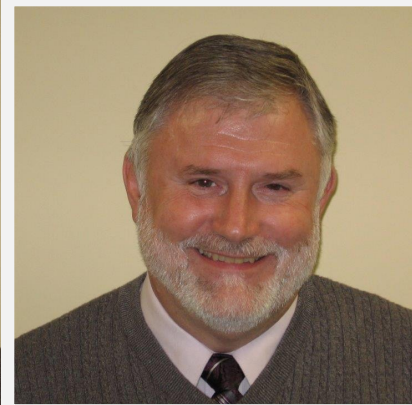




# Local Government Council

*FY 15 Annual Report*

# LETTER FROM THE CHAIRMAN



Dear Local Government Colleague:

It is said, time and again, that you and I live in an engaged and well networked region.

Undeniably, our region's governments and partnering organizations are proud of their tradition of working together to enhance and advance our region through efficient and collaborative interaction.

The Local Government Council is especially proud of being part of that tradition as we begin our 45<sup>th</sup> year of service.

When the Local Government Council joined with the Region 2000 Partnership to better communicate and save money on regional services and operations, an effort that has proven successful, we reinvented the organization from its years as the Central Virginia Planning District Commission.

The Local Government Council, with purpose and experience, actively works with each of you to address a broad range of issues that are common to our region. Our collaborative efforts have been evidenced by successes in issues ranging from water and transportation planning to workforce and economic development.

Entrepreneurial and forward-looking, the Local Government Council has established itself as a source of quality services to the region's public sector and continues to deliver high quality services to our jurisdictions. For these reasons, all of our communities have received grant, comprehensive plan, or project management assistance from the Local Government Council.

This is all possible because the Local Government Council staff is experienced, professional and committed to serving our Region, boasting an average length of service of over nine years with the organization. Additionally, they are connected to our region as many serve on boards and councils whose missions are to enhance our already thriving communities.

It is my hope that you will join us throughout the year ahead as we continue to work together to make our region, and our local jurisdictions, even stronger and more competitive.

**Paul Harvey, Appomattox Town Mayor**  
*Chair, Local Government Council*



**Local  
Government  
Council**



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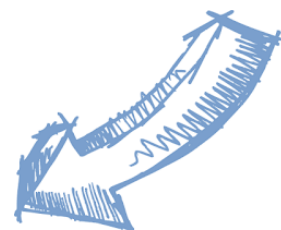
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# STRENGTHENING REGIONAL INFRASTRUCTURE

## TOBACCO COMMISSION FUNDING

### APPOMATTOX WAYFINDING SIGNS

New tourism and wayfinding signs were developed for Appomattox Town and County with the help of Tobacco Commission and Appomattox County resources.



## VDOT TRANSPORTATION ALTERNATIVES PROGRAM GRANTS

### RUSH STREET STREETScape PROJECT IN BROOKNEAL UNDERWAY

Downtown Brookneal continues to come to life as the streetscape on Rush Street is improved for vehicular traffic and pedestrians. The project is funded by the Town and VDOT's Transportation Alternatives Program.

### APPOMATTOX COUNTY TRAIL CONTINUES TO GROW

In October 2014 the first 1.33 miles of the Appomattox Heritage and Recreational Trail (AHRT) opened to the public. This AHRT Phase 1 section connects the Appomattox County Community Park to a trailhead location within the Appomattox Industrial Park.

Creating a pedestrian and bicycle corridor that would connect the Appomattox resources hubs of the Town of Appomattox, Appomattox Court House National Historical Park, and Appomattox County Community Park, has been an Appomattox community goal since 2007. Since that time, the County, Town and stakeholder partners have initiated studies and on-the-ground projects, including sidewalk installation, to bring to fruition the envisioned AHRT loop.



*AHRT – Phase 1 from Appomattox County Community Park Trailhead.*

The Local Government Council (LGC), an AHRT program partner since 2007, assisted Appomattox in secure \$218,577 in VDOT Transportation Alternatives Program (TAP) funding, matched by \$54,644 in local funds. These funds will be used for design, engineering and some construction of AHRT Phase 2 trail. Appomattox, partnering once again with LGC, also submitted a 2015 Department of Conservation and Recreation - Recreational Trails Program (RTP) application for additional AHRT Phase 2 construction funds to complete the approximate 1.02 mile extension.

UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION

[www.region2000dashboard.org](http://www.region2000dashboard.org)

This new website is an excellent source of economic development data on the region. Built with funding from the Department of Commerce's Economic Development Administration and the Local Government Council, the website data will be used extensively in the pending update of the region's Comprehensive Economic Development Strategy.





*Currently there are no pedestrian facilities to allow safe pedestrian movement from Bedford Avenue, a VDOT major collector, to the Town's Central Business District.*

### **PEDESTRIAN IMPROVEMENTS AT ALTAVISTA GATEWAY ENTRANCE**

The Town of Altavista, through two awarded VDOT Transportation Alternative Program (TAP) awards and local match funds, will create a safe pedestrian environment at the Town's Central Business District Gateway. The Town will utilize their recent FY16 \$260,322 TAP and FY15 \$82,330 TAP awards, which will be matched with \$85,663 in local funds, to install new pedestrian signals and crosswalks at the Bedford Avenue/7<sup>th</sup> Street intersection. This area that also marks the starting point of Virginia By-Way Route 43. The project includes sidewalk improvements and lighting and street tree installation. This project serves as a natural complement to the approximate \$5.0 million in a combination of federal, state, and local public and private investment in Altavista's Central Business District.

## **VIRGINIA DEPARTMENT OF HEALTH**

### **TOWN OF AMHERST MAIN STREET WATER LINE IMPROVEMENTS**

The Town of Amherst received a below market rate loan of \$2,959,008 from VDH to replace failing and outdated water pipes along Main Street and in other areas of the Town. This work is expected to be done in conjunction with a major VDOT street maintenance project.



# IMPROVING REGIONAL TRANSPORTATION



## CENTRAL VIRGINIA LONG RANGE TRANSPORTATION PLAN

The Lynchburg region has experienced change and growth over the past years and is looking toward continued growth and prosperity in the coming decades. This year we are updating the Central Virginia Long Range Transportation Plan to support the Region's transportation system to meet new and current demands for the movement of people and goods.

We're incorporating economic development needs and the Commonwealth's new system of prioritizing road construction (HB2) into the 2040 Long Range Transportation Plan updates. See [www.cvlrtp.org](http://www.cvlrtp.org) for a listing of transportation projects and priorities.

## SUPPORT TO CENTRAL VIRGINIA MPO

The Local Government Council (LGC) supports the local officials who review and prioritize federally funded transportation projects in the greater Lynchburg metro area. The MPO coordinates numerous transportation studies for the region. Funding from these studies comes from the Federal Highway Administration, the Commonwealth of Virginia, and the LGC.

## SIMON'S RUN ACCESS IN CAMPBELL AND LYNCHBURG

The Local Government Council (LGC), in conjunction with Campbell County, conducted a corridor study of Simons Run. The study had two primary purposes: to examine alternatives for extending Simons Run to the west to intersect with Airport Road; and, to identify an appropriate pavement section for its entire length. Among other recommendations, the analysis recommended a partial intersection with Airport Road, to add bus stops to the corridor, and a recommendation for additional guidance signage for the northbound Simons Run approach at the intersection with Wards Ferry Road.



*Simon's Run Access*

## ATLANTA AVENUE IN LYNCHBURG

The Local Government Council (LGC), in conjunction with the City of Lynchburg, conducted the Atlanta Avenue Corridor Study. The purpose of the study was to examine opportunities to improve pedestrian and bicycle access from Wards Road to Wards Ferry Road in order to reduce traveling speed and to improve safety. Key recommendations from the effort included the installation of a roundabout at the intersection of Badcocks Road and Atlanta Avenue, a sidewalk connecting Wards Road and Wards Ferry Road, and the possible placement of speed table on Atlanta Avenue. The Study will be presented to the City Planning Commission and City Council in the coming months.

## SUPPORT TO GREATER LYNCHBURG TRANSIT COMPANY



Local Government Council (LGC) staff utilized funding from both the Virginia Department of Rail and Public Transportation (DRPT) and the LGC to continue to provide mapping services for fixed route service within the system. Current information has been made available to Google Transit to help inform citizens of GLTC services. In FY 16, staff will be conducting a bus stop consolidation study on heavily used GLTC corridors. Additionally, staff will continue efforts to provide assistance to GLTC in keeping bus stop data current for customers and other users.

## PROMOTING ALTERNATIVE TRANSPORTATION

The Local Government Council continues to partner with Roanoke and New River Valley regions and the Virginia Department of Rail and Public Transportation to expand our area commuter's transportation options. Through our RIDE Solutions initiative we develop programs to encourage and promote alternative transportation options and opportunities such as carpooling, transit, biking and walking.

By supporting and sharing these commuting options with area commuters and employers, RIDE Solutions is contributing to the efficiency and experience of everyone traveling along local roadways while also building stronger neighborhoods, contributing to the economic vitality of the region and expanding healthy lifestyle opportunities for area residents.

Region 2000 employees and employers can utilize RIDE Solutions programs and outreach tools to assist local commuters to lower commuting costs, support wellness programs, reduce parking demand, especially in downtown areas, and expand labor pools free of charge through funding from VDRPT grants and LGC match contributions.



# WORKFORCE DEVELOPMENT

## NEW FEDERAL WORKFORCE ACT

The Workforce Innovation and Opportunity Act (WIOA), signed into law July 2014, is now operational for the Region 2000 Workforce Development Board. Our region receives about \$1.3 million annually through the WIOA for qualified adult, displaced and youth worker training.

The new act requires much closer cooperation with local and regional economic development partners as well as education and training providers to identify skills for all of the Region's employment sectors.

## CAREER COUNSELING SERVICES TO BE OFFERED IN LOCAL LIBRARIES

Library directors in every locality report a significant number of job seekers using library resources for job search and employment issues. Over the next year, working relationships will be established with all interested libraries so that they can serve as information sites and access points into the regional One Stop system. This initiative will provide citizens direct access to career services in their local community.

The Workforce Development Board, and staff, look to expand our outreach to all geographic areas and build stronger collaboration with stakeholders in the Region 2000 Workforce System to significantly increase the number of people served.

## SKILLS GAP ANALYSIS

Region 2000 Workforce staff has focused on mapping workforce development assets and identifying gaps. A matrix is being developed including all career and technical courses offered through the region's secondary schools. This matrix will provide an inventory of career and technical courses along with their competencies and any associated credentials as well as include contact information for employers to reach school staff for information or schedule recruiting opportunities.

In the coming year, staff will begin developing a similar matrix for post-secondary education and training providers. Maintenance and construction trades are two key areas identified as needing immediate attention for career development and training. Area training providers are in the process of building or enhancing training options in both these areas.

## EMPLOYMENT STATISTICS

### LARGEST EMPLOYMENT SECTOR FOR THE REGION

- Healthcare & Social Assistance 15,781
- Manufacturing 14,523
- Retail Trade 12,694

### HIGHEST AVERAGE WAGES FOR THE REGION

- Prof., Scientific and Technical Services \$66,476
- Wholesale Trade \$57,697
- Utilities \$56,979

Regional sectors with the best job growth (or most moderate job losses) over the last 5 years are Accommodation and Food Services (+942 jobs), Health Care and Social Assistance (+736), and Retail Trade (+346). Over the next 10 years, employment in Region 2000 is projected to expand by 9,064 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +2.4% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (+4,206 jobs), Construction (+1,575), and Professional, Scientific, and Technical Services (+925).

*\*Employment data is derived from the Quarterly Census of Employment and Wages, provide by the Bureau of Labor Statistics and imputed where necessary.*



## ONE STOP CENTER

At the August 2015, board meeting, The Region 2000 Workforce Development Board voted to move the One Stop Workforce Center from the current location; 2323 Memorial Ave, Lynchburg, to the Virginia Employment Commission office located at 3125 Odd Fellows Rd, Lynchburg. This is a temporary move while the board develops plans for a comprehensive workforce center and workforce system that serves the entire region effectively. The current location has ongoing concerns with visibility, ADA issues and water damage.

## NEW SERVICE PROVIDER



Goodwill Industries of the Valleys was awarded the contract to operate both the adult, dislocated worker and youth services

programs in Region 2000 and started operations July 1, 2015.

During 2015-16, the Region 2000 Workforce Board will work closely with Goodwill of the Valleys to establish more access points for career services throughout the region.

## HOW WE HELP WHERE THERE IS DOWNSIZING

When a business lays off workers through a closing or downsizing, Region 2000 partners closely with the Virginia Rapid Response team who assists those workers with access to training or job counseling.

During the past year, Region 2000 Workforce staff worked closely with Intersections in Altavista, Trident Seafood in Bedford, Nationwide in Lynchburg and Sweet Briar in Amherst. Discussions are on-going with the Central Virginia Training Center in Amherst.

In these situations, workforce staffs meet with dislocated workers, usually on site at the business, to answer questions regarding the layoff/unemployment process. Staff also provides resume and job seeking assistance or career development counseling.

## INCUMBENT WORKER TRAINING PROGRAM TO BEGIN IN FY 2016

The Region 2000 Workforce Development Board will be working directly with economic development staff in every locality to implement an incumbent worker training program that will be utilized as a layoff avoidance strategy.



## OUR MISSION

To advance a workforce development system that meets business and job seeker needs.

# WORKFORCE DEVELOPMENT

## SERVICES TO YOUTH

The WIOA Youth component works with young people ages 14-24 who have some type of a disadvantage. 75% of youth services funding is dedicated to out of school youth ages 16-24. This service is also contracted with Goodwill Industries of the Valleys. Additionally, the Region 2000 has been working with Jubilee Center and other at risk youth programs to provide new perspectives and opportunities for youth to meet and learn from successful business professionals.

## WHAT'S AHEAD

### BUILDING A COMPETITIVE WORKFORCE FOR REGION 2000

- The Workforce Development Board continues to be the focal point for workforce development planning and initiatives.
- We will move from a single workforce center to a workforce system with multiple access points across the whole region, including electronic access.
- We will become more engaged with the education and training providers in the region to ensure that they have the information and resources to meet the needs of area employers.
- We will seek ways to become more entrepreneurial and develop additional financial resources beyond the relatively small amount of federal funding the region currently receives.
- With a newly reorganized board, the Region 2000 Workforce Development Board is poised to move strategically toward building a stronger workforce system and contribute to the personal development of all citizens and economic development of all communities in the region.

### WORKFORCE STRATEGIC PLAN FOR FY 2016

Over the next year the Region 2000 Workforce Board will focus on developing a workforce system that meets the needs of both employers and career seekers in the region.

**HIGHLIGHTING  
A KEY SECTOR  
OF REGION 2000**

**Manufacturing**

**Employees: 14,523**

**Average wages:  
\$56,756**



## WORKFORCE DEVELOPMENT BOARD MEMBERS

Blondie Anderson, United Cherokee Indian Tribe of Virginia  
Vanessa Angus, Amherst County Chamber of Commerce  
Traci Blido, Bedford County Economic Development  
Scott Brabrand, Lynchburg City Schools  
Joe Byron, Moore's Electric and Mechanical  
Sierra Carvajal, Southern Air, Inc.  
Selina Elswick, Sodexo/Liberty Dining Services  
Ebo Fauber III, Fauber Architects  
Walter Fore, Jr., Central Virginia Chapter of AFLCIO  
Michael "Scott" Francis, Integrated Technology Group, Inc.  
Bryan "Scott" Gillespie, Abbott Nutrition  
Sonny Harvey, RR Donnelley  
Ruth Hendrick, Central Virginia Community College  
Phillip Jamerson, Jamerson Lewis Construction, Inc.  
Christine Kennedy, Lynchburg Regional Chamber of Commerce  
Dennis Knight, Wiley/Wilson  
Linda LaMona, Goodwill Industries of the Valleys, Inc.  
Ronald Lovelace, Lovelace, Norvelle, Mathews, & Crews, PC  
Chris Markham, Central Virginia Manufacturing  
Nat Marshall, BWX Technologies, Inc. NPD-Board Chair  
Susan Martin, Bedford Area Chamber of Commerce  
John Mastroianni, Virginia Job Corps  
Kimberly McIvor, Virginia Employment Commission  
James Mundy, Lynchburg Community Action Group  
Elizabeth Narehood, Region 2000 Alliance  
Tamara Rosser, City of Lynchburg  
Charles Mann, AFL-CIO  
Luke Saechao, ACE of Central Virginia  
Roxanne Slaughter, Dept. of Aging & Rehabilitative Services  
Cheryl Toler, Innovairre Communications  
Sterling Wilder, Jubilee Family Development Center



## CHIEF LOCAL ELECTED OFFICIALS

Dean Rodgers, Amherst County Administrator  
Willie Craft, Appomattox County Board of Supervisors  
John Sharp, Bedford County Board of Supervisors  
Dr. James Borland, Campbell County Board of Supervisors  
Joan Foster, Lynchburg City Council



# COST EFFECTIVE LOCAL GOVERNMENT SERVICES

## APPOMATTOX TOWN COMPREHENSIVE PLAN

Local Government Council staff assisted the Town of Appomattox in creating their first Comprehensive Plan. Prior to this document, the Town of Appomattox and Appomattox County maintained a joint Comprehensive Plan. This Plan received substantial citizen input for shaping the future of the Town. The Plan addresses specific action items which will be necessary to encourage the desired results from the Plan.



## TOWN OF AMHERST COMMUNITY PROFILE

Local Government Council staff worked the Town of Amherst Planning Commission to develop a Community Profile that will provide the foundation for the Town's pending Comprehensive Plan update. More than just highlighting the valuable and unique characteristics of the Town of Amherst, the Community Profile document provides an overview of existing conditions, demographic profiles, and compilation of Town and regional services. The Community Profile will provide the foundation for completing the community visioning and future planning elements of the pending Comprehensive Plan update.

*Artwork can be seen throughout the Town of Amherst's Business District depicting the unique character and history of the community.*

## REGIONAL LIBRARY OPERATIONS ANALYSIS

Local Government Council staff completed the Region 2000 Regional Library Operation Analysis. This analysis sets forth an implementation program for the effort. Lynchburg invested in joining Bedford and Campbell Counties in their joint materials management system, allowing for sharing of resources across jurisdiction boundaries. Lynchburg and Campbell will be continuing to move towards a joint regional library system.





## COMMUNITY REVITALIZATION IN OLD TOWN MADISON HEIGHTS

*One of five homes rehabilitated in the Stumps Hill area of Old Town Madison Heights.*

The \$1,222,249 multi-year Comprehensive Community Development Block Grant (CDBG) to provide infrastructure and housing rehabilitation improvements in the small Stumps Hill area of Old Town Madison Heights is nearing completion. The project resulted in the rehabilitation of five homes, two being substantial reconstructed, or completely new homes. The project also resulted in upgraded water and sewer lines and street and drainage improvements in the project area. In addition, two homes, previously on septic tanks, are now connected to public sewer service.

## ADMINISTRATORS, TOURISM, HUMAN RESOURCES AND PURCHASING OFFICIALS MEET REGULARLY

Officials from many sectors of local government meet regularly with Local Government Council (LGC) staff to exchange best practices, ideas and learn new information.

In FY 16, tourism officials from throughout the region are developing plans for a regional tourism initiative using \$50,000 from the LGC to leverage other grants.

*Lynchburg 's Love sculpture, located along Percival's Island Trail, is a popular spot for tourist..*



# SERVICES AUTHORITY

## CLOSURE OF THE CONCORD TURNPIKE LANDFILL UNDERWAY

Work is nearly complete to close final 23 acres of the 1993 Concord Turnpike Landfill in Lynchburg. The \$4.2 million contract will cap the landfill and seal the solid waste with a 40 ml plastic liner.

Under the liner is 18" of clay and on top of the liner is 24" of soil material which is being prepared for seeding.

Once the landfill is closed at the end of 2015, the Services Authority will monitor and maintain as needed for the 30 year post closure period.



## FINANCIAL SAVINGS TO MEMBER LOCALITIES

The cost per ton to dispose of solid waste in Region 2000 remains well below Virginia's average costs, according to the 2015 Virginia Solid Waste Report published by Draper Aden Associates:

|            | Expected<br>Waste Disposal<br>in FY15<br>(in tons) | Virginia Average<br>Cost<br>(per ton) | Region 2000 Cost<br>(per ton) | Savings to<br>Members and<br>Businesses in<br>FY15 |
|------------|----------------------------------------------------|---------------------------------------|-------------------------------|----------------------------------------------------|
|            |                                                    |                                       |                               |                                                    |
| MEMBER     | 73,052                                             | \$43.67                               | \$28.75                       | \$1,089,936                                        |
|            |                                                    |                                       |                               |                                                    |
| COMMERCIAL | 132,294                                            | \$45.20                               | \$38.75                       | \$853,296                                          |

## REGIONAL RECYCLING RATE OF TOTAL WASTE FOR 2014



# 41.5%

PREVIOUS YEAR RATE 38.9%



## LATERAL EXPANSION AT THE LIVESTOCK ROAD LANDFILL

The Services Authority submitted a permit amendment to the Department of Environmental Quality for approval of a lateral expansion of an additional six acres between two previously permitted landfill cells to increase landfill capacity.

One half of an acre of wetlands will be replaced through the purchase of wetlands from a mitigation bank.

Using the air space in between two already permitted cells will increase the amount of solid waste to be disposed without expanding outside of the current landfill footprint by 50%. At current rates, this means an addition of six years to landfill life.



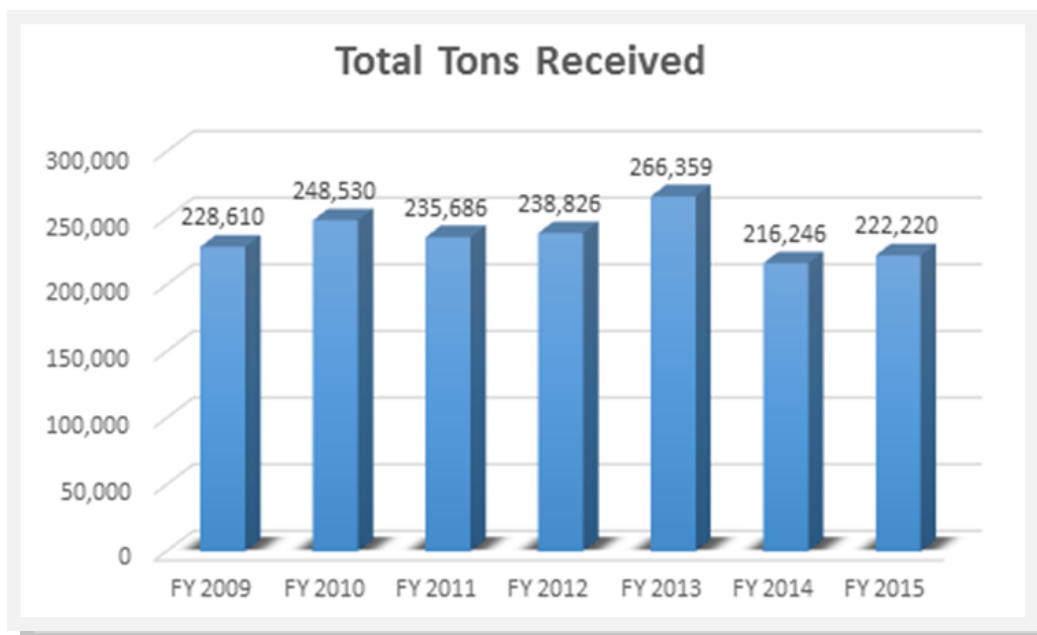
*Installation of pilot gas collection system at the Livestock Road Regional Landfill.*

## INSTALLATION OF PILOT GAS COLLECTION SYSTEM

After two years of accumulating solid waste at the Livestock Road Landfill located in Campbell County, there is now an adequate amount of solid waste to begin the collection of methane gas generated by the landfill.

A system of pipes has been installed which will be the foundation for a more permanent gas collection system that may be used to generate electricity. An estimated 130 per cu. ft. of landfill gas is currently being collected.

Additionally, the landfill gas is being treated for odors with carbon filter canisters and the methane is being burned in a flare system. When the methane quantity collected reaches a high enough level, the Services Authority will examine converting that methane to energy as is now done at the Concord Turnpike landfill.



# FINANCIAL OUTLOOK

| Source of Funds    | Amount      | Percentage |
|--------------------|-------------|------------|
| WIA                | \$1,494,209 | 40%        |
| Regional Radio     | \$1,285,869 | 35%        |
| Transportation     | \$466,752   | 13%        |
| Services Authority | \$154,663   | 4%         |
| Dues               | \$152,286   | 4%         |
| CDBG               | \$80,282    | 2%         |
| All Other          | \$65,061    | 2%         |

| Use of Funds   | Amount      | Percentage |
|----------------|-------------|------------|
| WIA            | \$1,433,008 | 43%        |
| Regional Radio | \$883,730   | 27%        |
| Salaries       | \$522,458   | 16%        |
| Transportation | \$169,539   | 5%         |
| Benefits       | \$142,273   | 4%         |
| Operating      | \$134,032   | 4%         |
| CDBG           | \$3,322     | 0%         |

For every **\$1** in local dues received by the LGC  **\$41.04** is generated in outside income in FY16



# ALTERNATE TRANSPORTATION



## RIDE SOLUTIONS PARTNERS WITH GLTC TO PROMOTE TRANSIT USE

### ASSIST IN REAL TIME TRANSIT SERVICE UPDATES

RIDE Solutions contributed to GLTC's commitment to provide real time transit route information through the use of Google Transit. RIDE Solutions partnered with GLTC to update the General Transit Feed Specification (GTFS) route data and software. Trillium Solutions, Inc. provided the update services. Once the data and system are updated the LGC staff, through our VDRPT program services, will assist in data maintenance.

### GLTC AND RIDE SOLUTIONS HOST TRY TRANSIT

RIDE Solutions partnered with GLTC in developing September Try Transit Week promotional materials that were distributed to area businesses with a focus on larger employers. Activity included some encouragement prizes and distribution of GLTC new rider passes.

### PROMOTING ALTERNATIVE TRANSPORTATION THROUGH PARTICIPATION EVENTS

Mayor Michael Gillette welcomed an enthusiastic crowd of bicyclists, walkers, and transit riders to ring in May's Clean Commute Challenge and Bike Month with a Proclamation reading on the Lynchburg City Hall steps on April 28. Mayor Gillette noted the importance of all modes of transportation and recognized the value in the biking, crosswalks, and public transit to the City of Lynchburg.

## BIKE SHORTS FILM FESTIVAL –A NIGHT OF FUN AT THE ACADEMY OF FINE ARTS

In 2015 the Bike Shorts Film Festival was held at the Academy of Fine Arts. Ninety-nine attendants were treated to food from Taco Shark Food Truck and the opportunity to enjoy thirteen local, regional, and international short films. Two films included Region 2000 resident submittals. Jeff Gray, owner of Scene 3, submitted the film "Get up" and Appomattox High School students, Travlyn Pantana and Dustin Lounge, produced the Audience Choice Film "The Fitzroy Caper". 2015 marked the second year for the Bike Shorts Film Festival. Special thanks to the screening sponsorship from the Academy of Fine Arts, Lynch's Landing, Imperial Tobacco Lofts, and Blue Ridge Outdoor Magazine. A May yearly event in Lynchburg is anticipated..



*Ninety-nine people attended the Bike Shorts Film Festival held at the Academy of Fine Arts in 2015.*

### Program Services Provided At No Cost to Workplace Partners

- Carpool Matching
- Customized Parking Programs
- Develop Marketing Collateral
- Guaranteed RIDE Home Travel Geocoding
- Business Bike Rack Program

# FY 2016 PROJECTS: REGIONAL ROAD AHEAD

## 2015-16 WORK PROGRAM HIGHLIGHTS

### COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY



The foundation for the region's economic development efforts lies in our regional vision. Our economic development vision shapes our goals and strategies for both the economy and quality of life in Central Virginia. We build consensus to acknowledge and implement that vision through our Comprehensive Economic Development Strategy (CEDS).

First developed in 2011 and updated in 2013, the Region 2000 CEDS will undergo a full examination and review in an eighteen month process beginning in 2016. The process will be similar to 2011 when we formed a leadership committee who met over a twelve month period to examine the region's economic development assets and opportunities.

The CEDS will update the priority economic development targets for the many organizations working to make our community more attractive for businesses to expand or locate.

### CENTRAL VIRGINIA TRAINING CENTER

The Local Government Council will work with Amherst County and the Region 2000 Business and Economic Development Alliance to seek out alternatives and opportunities to re-use the Central Virginia Training Center in Madison Heights. The facility has over 350 acres and 90 buildings on campus. It is slated to close in 2020.



### REGIONAL FOOD HUB FEASIBILITY STUDY



The Local Government Council is coordinating a feasibility study to examine the possibility of establishing a food hub in the region. The project will be led by Agriculture and Community Development Services (ACDS) of Columbia, Maryland.

Half of the \$38,550 project comes from the Virginia Department of Housing and Community Development's Building Collaborative Communities program and the balance from the Local Government Council's member dues.

## STORM WATER TECHNICAL ASSISTANCE

Local Government Council staff is providing technical assistance to member governments to implement new storm water regulations. We meet regularly with DEQ and local government staff to share best practices and share responses to the new regulations.

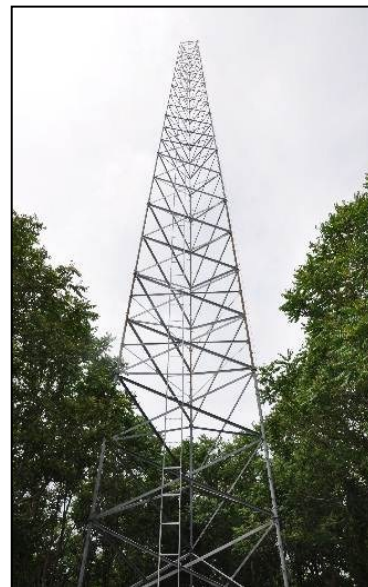
## REGIONAL RADIO COMMUNICATIONS BOARD

Amherst, Bedford and Lynchburg share a regional communication infrastructure that consists of eleven towers covering over 1,000 square miles. Over 2,800 communication devices use this Harris radio infrastructure.

Sharing the system keeps the costs down and allows interoperable communication between any public safety team throughout the coverage area.

The work proceeds to upgrade the 1996 equipment to a sixteen tower system with state of the art digital equipment for more reliability and better coverage.

The Local Government Council provided the financing mechanism for a \$13 million borrowing and is assisting the Radio Board in procurement and financial management of the project.



## ACCESS/SAFETY STUDY OF ROUTE 811

Staff and consultants will work with Bedford County to examine the Route 811 Corridor from Route 221 to Turkey Foot Road. The study goal is to identify traffic operations and geometric needs required to reduce congestion, improve safety, and provide necessary capacity. Multimodal accommodations will also be considered.



## APPOMATTOX COUNTY COMPREHENSIVE PLAN

Local Government Council (LGC) staff will aid Appomattox County in reviewing and revising the existing Comprehensive Plan to allow for greater clarity and succinctness.

LGC staff will work with the Joint Planning Commission, the representative body for both Appomattox County and the Town of Pamplin City, in order to update data, goals, objectives, and strategies as well as reformat and revise the document where applicable.





# Local Government Council

## COUNCIL MEMBERS

---

Susan Adams—Appomattox County

Carl Boggess—Bedford County

Ken Bumgarner—Town of Amherst

Mayor Phyllis Campbell—Town of Brookneal

Waverly Coggsdale—Town of Altavista

Joan Foster—City of Lynchburg

Bill Gillespie—Town of Appomattox

Stan Goldsmith—Campbell County

Stacey Hailey—Town of Bedford

Mayor Paul Harvey—Town of Appomattox

Jack Hobbs—Town of Amherst

Don Kidd—Amherst County

Charles Kolakowski—Town of Bedford

Megan Lucas—Region 2000 Alliance

Mayor Mike Mattox—Town of Altavista

Kim Payne—City of Lynchburg

Dean Rodgers—Amherst County

Frank Rogers—Campbell County

Delegate Scott Garrett—House of Delegates

John Sharp—Appomattox County

Gary Tanner—Appomattox County

Russell Thurston—Town of Brookneal

## STAFF

---

Gary Christie, Executive Director

Robert White, Deputy Director of Planning  
& Core Services

Rosalie Majerus, Deputy Director of Finance

Emmie Boley, Financial Services Professional

Clarke Gibson, Solid Waste Director

Matt Perkins, Administrative Program Coordinator

Philipp Gabathuler, Senior Planner, GIS Coordinator

Kelly Hitchcock, Senior Planner

Scott Smith, Senior Planner

Susan Cook, Administrative Assistant

Ben Bowman, Workforce Development Director

Lori Cumbo, Workforce Development Operations  
Coordinator

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434.847.3491

[www.localgovernmentcouncil.org](http://www.localgovernmentcouncil.org)

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 13

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Additional Foster Care (Family Support Specialist) Position**

RECOMMENDATION: Adopt a resolution to amend the FY 2016 General Fund budget to approve the addition of a Family Support Specialist (1 FTE) for the Foster Care Unit within the Department of Human Services.

SUMMARY: The Foster Care Program provides services to children and families when circumstances require the child to be removed from their home. Foster care provides a safe and stable environment for children and older youth until the issues that made placement outside the home necessary are resolved. Currently there are 165 children in foster care and eight Family Support Specialists (FSS) dedicated to provide foster care services. Each FSS has about 20 individuals/families to manage. Industry standards recommend 15 or less per worker. It is also important to note that due to budget constraints two FSS positions were eliminated in FY 2011.

The total cost for an entry level Family Support Specialist is \$44,821, of which 85% (\$38,097) is reimbursed by the State and 15% (\$6,724) is local cost. The local cost has been identified in the current Human Services budget; therefore no additional local dollars are needed.

PRIOR ACTION(S): Finance Committee, October 27, 2015

FISCAL IMPACT: The addition of 1 FTE Family Support Specialist for the Foster Care Unit within the Department of Human Services.

CONTACT(S): Tamara Rosser, Director, Department of Human Services, 455-5794

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2016 General Fund budget is amended to approve the addition of a Family Support Specialist (1 FTE) for the Foster Care Unit within the Department of Human Services.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

112K

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 14

CONSENT:

REGULAR: X

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: X

INFORMATION:

**ITEM TITLE: Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant**

**RECOMMENDATION:** Adopt a resolution to amend the FY 2016 City/Federal/State Aid Fund budget and appropriate \$205,486 with resources from a Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant and \$103,818 from Reserve for Contingencies Fund to purchase and implement a Body-Worn Camera program for the Police Department.

**SUMMARY:** The City was awarded \$205,486 in Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant funding. Funding will be utilized to purchase and implement a Body-Worn Camera (BWC) program for the Police Department. Total cost during FY16 is \$309,304 of which \$205,486 is reimbursable by the grant. \$103,818 is required local funding.

The development and implementation of BWC programs represents a significant change and opportunity for community policing. There is general acknowledgement that an effective BWC program can enhance community relations through increased openness and transparency regarding police operations and interactions with the public. In many communities, the number of complaints regarding officer use of force or other negative interactions has fallen after the implementation of a BWC program.

The City was very fortunate to receive a grant from the Department of Justice for the implementation of a BWC program. In addition to financial support the City will receive guidance on policy development regarding such issues as appropriate utilization guidelines, data retention and information sharing.

Attached are the program narrative for the BWC program that the LPD submitted to the Justice Department and a timeline for implementation. The plan is for the first cameras to be deployed in the Spring of 2016, with full program implementation completed by September 30, 2017, at the end of the grant period. All of the hardware for the BWC will be purchased in FY 2016, with reimbursement from the grant.

Prior to the deployment of BWC's a policy guiding their utilization will be adopted. A draft policy will be shared with community stakeholders for feedback as it will be important that the community have a clear understanding of how BWC's will be utilized, how information will be retained and shared, and how privacy and other individual rights will be protected. Officers will undergo training on camera operations, the BWC program policy, and fair and impartial policing before being issued a BWC.

Although the funding from the Department of Justice is significant, it will not cover the ongoing costs of the program, which are estimated at approximately \$350,000 a year in the Police Department alone. The Commonwealth's Attorney has indicated a need for additional personnel at a cost of approximately \$135,000 a year. There may be additional costs related to integration with the Commonwealth Attorney's case management system and to facilitate the use of BWC evidence in the courts. Most of the new costs will first appear in the FY2017 budget. More precise cost figures will be developed as program implementation proceeds.

City Council will be briefed on the draft BWC Program Policy and will be given a demonstration of capabilities at a future meeting.

PRIOR ACTION(S): May 26, 2015 Finance Committee – Approval of application submission; October 27, 2015 Finance Committee

FISCAL IMPACT: FY16- \$103,818. There will be significant ongoing costs in subsequent fiscal years as illustrated on the attached spreadsheet.

CONTACT(S): Captain R.M. Zuidema, Police Department, 455-6171; Captain M.L. Jamison, Police Department, 455-6168

ATTACHMENT(S): Resolution; BWC Program Narrative; BWC Implementation Timeline; BWC Financials

REVIEWED BY: lkp



RESOLUTION:

BE IT RESOLVED that the FY 2016 City/Federal/State Aid Fund budget is amended and \$205,486 is appropriated with resources from a Department of Justice-Bureau of Justice Assistance- Body-Worn Camera Pilot Implementation Program Grant and \$103,818 from Reserve for Contingencies Fund to purchase and implement a Body-Worn Camera program for the Police Department.

Introduced:

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

119K

**Program Narrative:**

Statement of the Problem:

1. The need to equip police officers with body worn cameras has become apparent to the Lynchburg Police Department (LPD) as we strive to remain a progressive, engaged and increasingly transparent law enforcement agency. This need is in the forefront of our agency due to several factors. In recent years the population has grown by over 12,000 people and we have seen a tremendous increase in business development during this same time. As the community experiences a growth in population and business' continue to develop, there will be an increased need for community engagement and operational transparency. In 2014 officers experienced a significant increase in the mental health workload as compared to previous years. In 2014, the LPD saw 475 combined ECO/TDO patients and 175 of these patients ultimately required transport by LPD officers. This is compared to years 2010 -2013 where we averaged 243 combined ECO/TDO patients, with an average of 50 of these patients requiring transport each year. The use of a body worn camera in situations involving a person with an altered mental state would be beneficial not only to the officer, but to the mental health workers who normally have to evaluate patients' prior behaviors based upon incomplete second and third party information.

High profile community incidents involving LPD officers in recent years have included an officer involved shooting, in custody death as well as numerous uses of force and officer complaints. These incidents have fostered divisive community reactions which might have been resolved more quickly and more definitively had BWC incident video been available. The unbiased objective data that a body worn camera could have

provided in these situations would be invaluable when investigating the incident after the fact. During 2014, LPD had 70,201 documented interactions with citizens. While the vast majority of these interactions are peaceful, officers utilized force in 62 of the 70,201 interactions. The 62 incidents reflect a 10.2% decrease from the fifteen year average of 69 incidents. Within the 62 incidents, however, 117 individual application of force were used due to the fact that more than one officer could be involved in the same incident. This is an 11.4% increase from the fifteen year average of 105 individual applications. The following summarizes the 117 individual applications of force by LPD officers during 2014:

- 82 applications of physical force to subdue an individual (70.1%)
- 25 applications of a Taser to subdue an individual (21.4%)
- 4 applications of flash-sound diversionary devices during Tactical Unit operations (3.4%)
- 1 application of OC spray to subdue an individual (0.9%)
- 2 applications of a firearm to address a vicious dog (1.7%)
- 3 applications of spike strips to terminate a vehicle pursuit (2.6%)

In 29 of the 62 use of force incidents (46.8%), one officer applied force in one of the above categories. The LPD experienced a 34.5% increase in use of force applications in 2014 (up from 87 to 117); and a 31.9% increase in use of force incidents (up from 47 to 62) when compared to 2013. The number of use of force applications in 2014 was 11.4% above the fifteen year average; the number of use of force incidents in 2014 was 10.1% below the fifteen year average. The following chart summarizes departmental use of

force data and related data for the past fifteen years - including arrests, injuries and a breakdown by type of force used in various use of force incidents:

| Use of Force Incident Data |               |          |               |          |                   |          |                            |          |                                    |          |                            |          |                                   |
|----------------------------|---------------|----------|---------------|----------|-------------------|----------|----------------------------|----------|------------------------------------|----------|----------------------------|----------|-----------------------------------|
| Year                       | Use of Force  |          |               |          | Arrests           |          | Injury Data                |          |                                    |          |                            |          |                                   |
|                            | UoF Incidents | % Change | Uses of Force | % Change | # of Arrests Made | % Change | Minor Injuries to Suspects | % Change | Minor Injuries to Suspects - Taser | % Change | Minor Injuries to Officers | % Change | % Incidents w/injuries to suspect |
| 2000                       | 66            |          | 78            |          | 7457              |          | 17                         |          |                                    |          | 5                          |          | 25.8%                             |
| 2001                       | 77            | 16.7%    | 90            | 15.4%    | 7601              | 1.9%     | 21                         | 23.5%    |                                    |          | 10                         | 100.0%   | 27.3%                             |
| 2002                       | 88            | 14.3%    | 95            | 5.6%     | 6790              | -10.7%   | 33                         | 57.1%    |                                    |          | 19                         | 90.0%    | 37.5%                             |
| 2003                       | 61            | -30.7%   | 88            | -7.4%    | 6440              | -5.2%    | 23                         | -30.3%   |                                    |          | 10                         | -47.4%   | 37.7%                             |
| 2004                       | 49            | -19.7%   | 89            | 1.1%     | 6573              | 2.1%     | 17                         | -26.1%   |                                    |          | 14                         | 40.0%    | 34.7%                             |
| 2005                       | 59            | 20.4%    | 97            | 9.0%     | 6770              | 3.0%     | 26                         | 52.9%    |                                    |          | 19                         | 35.7%    | 44.1%                             |
| 2006                       | 101           | 71.2%    | 181           | 86.6%    | 7268              | 7.4%     | 63                         | 142.3%   |                                    |          | 39                         | 105.3%   | 62.4%                             |
| 2007                       | 81            | -19.8%   | 138           | -23.8%   | 7273              | 0.1%     | 34                         | -46.0%   |                                    |          | 14                         | -64.1%   | 42.0%                             |
| 2008                       | 70            | -13.6%   | 98            | -29.0%   | 7323              | 0.7%     | 49                         | 44.1%    |                                    |          | 13                         | -7.1%    | 70.0%                             |
| 2009                       | 75            | 7.1%     | 112           | 14.3%    | 6949              | -5.1%    | 60                         | 22.4%    |                                    |          | 9                          | -30.8%   | 80.0%                             |
| 2010                       | 70            | -6.7%    | 106           | -5.4%    | 7193              | 3.5%     | 37                         | -38.3%   |                                    |          | 18                         | 100.0%   | 52.9%                             |
| 2011                       | 66            | -5.7%    | 109           | 2.8%     | 7072              | -1.7%    | 40                         | 8.1%     |                                    |          | 14                         | -22.2%   | 60.6%                             |
| 2012                       | 56            | -15.2%   | 95            | -12.8%   | 7155              | 1.2%     | 20                         | -50.0%   | 25                                 | N/A      | 14                         | 0.0%     | 35.7%                             |
| 2013                       | 47            | -16.1%   | 87            | -8.4%    | 6654              | -7.0%    | 22                         | 10.0%    | 14                                 | -44%     | 17                         | 21.4%    | 46.8%                             |
| 2014                       | 62            | 31.9%    | 117           | 34.5%    | 6022              | -9.5%    | 23                         | 4.5%     | 20                                 | 43%      | 8                          | -52.9%   | 37.1%                             |
| Average                    | 69            |          | 105           |          | 6969              |          | 32                         |          | 20                                 |          | 15                         |          | 46.3%                             |

Beginning with the 2012 LPD Use of Force Annual Report, minor injuries caused to suspects were separated into two categories: injuries caused by Taser probes and a second category capturing all other minor force-related injuries. This categorization more clearly demonstrated that the majority of injuries related to Tasers are superficial puncture wounds caused by the probes that require little or no medical treatment. Use of force data for 2013 showed a 4.5% increase in the number of suspect injuries during non-Taser use of force incidents when compared to the previous year (up from 22 to 23). During the same timeframe, there was a 43% increase in the number of suspect injuries during Taser use of force incidents (up from 14 to 20). As we continue to track injuries

caused by Taser applications, we will develop a more accurate picture of legitimate suspect injuries based on historical data. In an effort to successfully minimize injuries to both suspects and officers during use of force incidents, the department continues to provide annual training to its officers as it relates to defensive tactics and related areas. However, it is recognized that due to the circumstances involved in many use of force incidents, some injuries are likely to occur.

| Year    | Use of Force Applications by Type |          |                             |          |                             |          |        |          |          |          |
|---------|-----------------------------------|----------|-----------------------------|----------|-----------------------------|----------|--------|----------|----------|----------|
|         | Physical Force                    | % Change | OC Spray                    | % Change | Taser                       | % Change | Canine | % Change | Tactical | % Change |
| 2000    | 20                                |          | 31                          |          | X                           |          | 2      |          | 3        |          |
| 2001    | 30                                | 50.0%    | 38                          | 22.6%    | X                           | N/A      | 2      | 0.0%     | 1        | -66.7%   |
| 2002    | 46                                | 53.3%    | 29                          | -23.7%   | 2                           | N/A      | 9      | 350.0%   | 0        | -100.0%  |
| 2003    | 47                                | 2.2%     | 18                          | -37.9%   | 1                           | -50.0%   | 1      | -88.9%   | 2        | N/A      |
| 2004    | 58                                | 23.4%    | 19                          | 5.6%     | 2                           | 100.0%   | 0      | -100.0%  | 5        | 150.0%   |
| 2005    | 60                                | 3.4%     | 17                          | -10.5%   | 2                           | 0.0%     | 1      | N/A      | 7        | 40.0%    |
| 2006    | 136                               | 126.7%   | 30                          | 76.5%    | 3                           | 50.0%    | 2      | 100.0%   | 4        | -42.9%   |
| 2007    | 87                                | -36.0%   | 23                          | -23.3%   | 14                          | 366.7%   | 0      | -100.0%  | 7        | 75.0%    |
| 2008    | 45                                | -48.3%   | 4                           | -82.6%   | 40                          | 185.7%   | 2      | N/A      | 7        | 0.0%     |
| 2009    | 50                                | 11.1%    | 6                           | 50.0%    | 47                          | 17.5%    | 1      | -50.0%   | 8        | 14.3%    |
| 2010    | 50                                | 0.0%     | 3                           | -50.0%   | 46                          | -2.1%    | 1      | 0.0%     | 4        | -50.0%   |
| 2011    | 64                                | 28.0%    | 2                           | -33.3%   | 36                          | -21.7%   | 1      | 0.0%     | 6        | 50.0%    |
| 2012    | 54                                | -15.6%   | 4                           | 100.0%   | 24                          | -33.3%   | 0      | -100.0%  | 9        | 50.0%    |
| 2013    | 58                                | 7.4%     | 2                           | -50.0%   | 19                          | -20.8%   | 0      | #DIV/0!  | 6        | -33.3%   |
| 2014    | 82                                | 41.4%    | 1                           | -50.0%   | 25                          | 31.6%    | 0      | #DIV/0!  | 4        | -33.3%   |
| Average | 59                                |          | 3                           |          | 34                          |          | 1      |          | 5        |          |
|         |                                   |          | Average 2008-Present        |          | Average 2008-Present        |          |        |          |          |          |
|         |                                   |          | (full Taser implementation) |          | (full Taser implementation) |          |        |          |          |          |

During 2014, 46 internal investigations were conducted based on allegations of misconduct or inappropriate performance/demeanor by LPD officers. Of these investigations, 18 (or 39%) allegations were misconduct complaints and 28 (or 61%) allegations were performance/demeanor complaints. Investigation of misconduct allegations would obviously be enhanced by BWC evidence. Consistent, objective video

documentation of citizen encounters with officers would be proven an invaluable resource when investigating use of force incidents and claims of officer misconduct.

2. The City of Lynchburg is located in central Virginia. The City is 49.8 square miles and has a population of 78,014 according to the 2013 U.S. Census. The current demographic statistic report shows that Lynchburg is 65.8% white, 28.6% black and 5.6% other (comprised of mostly Asian and Hispanic/Latino). Lynchburg's population below the poverty level is at 22.7% which is much higher than the national average of 14.5% and even the Virginia state level of 13.3%.
3. BWC systems will provide us with a non-biased view of incidents and allow us to conduct more thorough investigations into complaints against employees , and more objectively review use of force incidents. Over the last five years the LPD has investigated a total of 212 complaints against employees. Of these, 46% were either non-sustained or unfounded. Over the same time period officers with the LPD were involved in 300 incidents of Use of Force where 513 applications of force were used by individual officers. The LPD believes that the use of BWC systems will promote the following results:
  - ultimately reduce the amount of citizen complaints against employees;
  - ultimately reduce the frequency and degree of officer application of force;
  - lead to more conclusive findings in the internal investigations of complaints against employees;
  - provide officers with incident information that will enhance reporting accuracy;
  - reduce the staff hours required to complete complaint and use of force investigations;

- promote LPD operational transparency and thus enhance both citizen and officer accountability;
  - facilitate identified training needs and take corrective action when necessary;
  - allow for random audits of officer operational effectiveness. Again as a means of identifying training needs and job performance issues.
4. The expectation for the availability of digital evidence in the adjudication of cases has increased significantly over the past several years. Prosecutors, judges and juries are routinely asking for digital evidence of arrest situations in order to more accurately assess the merits of a criminal case. Although many of our patrol vehicles are equipped with in-car cameras, these devices only capture video of events that occur directly in front of the vehicle and audio for a very limited range away from the vehicle. The implementation of body worn cameras will allow officers to capture incidents (regardless of location) that regularly lead to arrests and criminal prosecution. Additionally, countless hours are currently spent investigating citizen complaints of officer misconduct and officer use of force applications. Investigating supervisors often receive conflicting accounts of the incident from the involved citizen and the involved officer. The implementation of body worn cameras would allow supervisors to bring these investigations to a more accurate and efficient resolution.
5. The LPD is committed to maintain an engaged, professional and service-oriented approach to working with other community members. We clearly recognize that proactive, effective policing is not all about enforcement efforts. Our collective success is ultimately dependent upon how effectively we educate the community and how positively engaged LPD employees are within the community. Ultimately all three of

these priority areas are dependent upon the various relationships we establish and maintain throughout the community: that is why we invest so heavily in them. We enjoy a strong working relationship with the following organizations: the Lynchburg Commonwealth's Attorney's Office, the Lynchburg Chapter of the NAACP, the Lynchburg City School System, the Boys and Girls Club of Greater Lynchburg, The Salvation Army, The United Way of Central Virginia, CASA, the Mental Health Association of Central Virginia, The Commonwealth Autism Board, the Community Criminal Justice Board, the Crisis Intervention Training Advisory Board, the Central Virginia Traffic Safety Board, the Blue Ridge Regional Safety Board, the Regional Domestic Violence Coalition, the YWCA Advisory Board, and a host of other community entities and regional law enforcement partners. Though this list is certainly not all encompassing, it does shed some insight on how we work collaboratively with the community to provide effective law enforcement services here in Lynchburg. If awarded this grant, we would certainly demonstrate this same collaborative spirit in how we implement and maintain our BWC program – from policy development and implementation to installation/usage of cameras, to the uploading of data to storage and the management of the data. This level of cooperation also speaks to the fact that the LPD's ultimate purpose for a BWC program is to enhance our operational transparency. We feel that it is very important that we be able to effectively utilize all available technology to capture video/audio of our officers' interactions with the public – this is predicated upon recent events around the country that are inevitably impacting the entire law enforcement profession. The benefit of this is two-fold. It will enable us to effectively capture as much evidentiary information as possible with regards to criminal



and traffic-related violations that will ultimately wind up in court; and it will afford the Department with as much information as possible as we investigate complaints against our officers – this is important because we need to be able effectively refute allegations that are false and have no merit and, conversely we need to know when allegations are merited so we can take the appropriate action – whether it be identified training needs or require disciplinary action.

6. We will seek input from and partner with the Commonwealth of Virginia Attorney General's Office, the Lynchburg City Attorney's Office and the 24th Judicial District Magistrate's Office in developing policies and tracking mechanism that deal with legal liabilities of FOIA. We will review the Library of Virginia storage, retention, redaction and expungement requirements and implement policies to adhere to those standards. The LPD will partner with the 24th Judicial District Magistrate's Office, local Public Defenders Office, NAACP, ACLU, YWCA, Coalition against Domestic Violence, Lynchburg Juvenile Services and other victim advocacy groups to ensure privacy and civil rights concerns are addressed.
7. The LPD is currently authorized 170 sworn officer positions and 3 sworn grant officer positions for a total of 173 sworn officers. All of our sworn personnel have daily interaction with members of the community outside of the agency. The LPD is projecting to outfit 173 of our sworn personnel with body-worn camera systems.

Project Design and Implementation:

Please see attached "Project Design and Implementation Timeline"

Capabilities and Competencies:

- A. The LPD currently has five information technology (IT) positions with a combined 76 years of Public Safety Information Systems support experience. This experience includes, but is not limited to, the following support areas: an information desk, computer hardware/software, smart phone, server, networking, 800\900 MHz portable radio, in-car digital video, programming, and database administration. To help protect the confidentiality of criminal history records, the LPD IT staff maintains a firewall to segregate its network from the rest of the City of Lynchburg municipal offices.
- B. It is LPD policy development practice to seek input from all internal and external resources. We consult with and review other law enforcement agencies policies and the International Association of Chiefs of Police policies. We also consult with stakeholders in the community such as the Commonwealth Attorney's Office, juvenile probation and parole and our emergency communications center. Furthermore, when the LPD develops a policy, we take into consideration what the best professional practices are according the Commission on Accreditation for Law Enforcement Agencies (CALEA). The LPD has been accredited by CALEA since 1989: our agency was re-accredited with distinction in March, 2015. Once a rough draft of a policy has been developed, the policy is submitted through a review process, and is revised by the Accreditation Manager, the Division Captains, the Deputy Chiefs and the Chief of Police. Additionally, we solicit the opinions of employees within the department so in order incorporate the widest possible range of opinion into the policy appraisal. After the review process has been completed, and the policy is finalized by the Chief of Police, the policy is electronically placed on the

department's eSign System. The eSign system is the primary source of internal communication, and allows for department wide employee distribution, and review of the policy. After reviewing the policy and electronically acknowledging an understanding of the responsibilities and expectations associated with the policy, the employee will then complete an electronic test based on the policy's content. This test will evaluate the employees understanding of the material, and be used as one of many sources of training for the department. Additionally, policy changes are communicated to officers and department staff through roll call training at the beginning of their shift, employee in service training sessions, and biennial weapons and equipment qualification training days.

CALEA promotes a "best practices" standards for law enforcement agency use of in-car and body worn camera systems. The LPD is currently in compliance with the in car camera portion of the standard. LPD will create a policy to comply with the body worn camera portion of the standard if and when the LPD acquires body worn cameras. When creating a body worn camera policy, the LPD will consider the following at a minimum:

- a. A statement on purpose and organizational philosophy regarding use of the device, to include who will be assigned the device and where on the uniform it will be worn.
- b. Detailed recording protocols including requirements and restrictions for activation and deactivation of the device

- c. Criminal and administrative use of camera captured data, to include circumstances in which supervisors are authorized to review body worn camera footage, as well as release recorded data outside the department.
- d. Data storage and retention requirements for both evidentiary and non-evidentiary data.
- e. Equipment maintenance and inspection procedures for the device.
- f. Training requirements for users and supervisors to include a review of related state laws, as well as scenario based training in which the activation and deactivation of the camera may occur.
- g. Requirements for a documented review of camera captured data including frequency and quantity.

The LPD acknowledges that the establishment of policy is critical to recognize enhanced organizational credibility, which can be accomplished through the deployment of body worn cameras. LPD must be consistent in our activation of body worn cameras, as well as the application of captured data to build and maintain community trust.

- C. The LPD's network structure consists of 1 Gigabyte per second data connections.

Our devices are interconnected using mainly Cisco networking devices and is segregated from the rest of the City's network by a Cisco Adaptive Security Device (ASA). Servers installed on our network include Domain and File Services, SQL, RMS, Automated License Plate Recognition (ALPR), In-Car Video and other Public Safety related services. LPD users utilize a total of 250 computers, laptops and tablets. Seventy-four of our users have been issued Apple iPhones.

D. In 2012 the LPD was awarded a grant to begin a Crisis Intervention Team (CIT) program for the Central Virginia region. One requirement of the grant was that a broadly representative advisory group be formed from the criminal justice, public safety and mental health treatment communities to provide input, guidance, policy perspective and support of this program. From this collaboration the Lynchburg-Central Virginia CIT Advisory Council (LCV CIT) was created. It began with twelve members and currently stands at seventeen. As new resources were discovered within the community, they were invited to participate in the work of the Council. The LCV CIT program conforms in all respects to the state requirements established in Virginia Code and in three short years has become one of the leading CIT programs in the Commonwealth of Virginia.

The program is built around a training platform that teaches the improvement of communication skills to law enforcement officers and other first responders so that they can more effectively communicate with persons with mental illness or other behavioral or developmental disabilities. This is important because when such people are in a crisis state of mind they may not be able to communicate their needs in a way that others understand or they may act out in a violent or bizarre manner due to frustration. The ability of officers to understand people in crisis allows them to de-escalate potentially violent or hazardous situations. It also allows them to communicate effectively with mental health treatment professionals in making a custody transfer which is critical to the treatment and recovery of the person in crisis. It also provides far greater potential for such people to be taken into treatment rather

than inappropriately incarcerated where their mental health problem might well be exacerbated.

The training program consists of instructors from nearly all of the community partners plus additional volunteer instructors. Approximately thirty instructors participate in each 40-hour class representing ten of the Council member agencies. This program, operating completely within Virginia Code, has changed the way in which calls involving persons in mental health crisis are handled in Central Virginia. It has greatly reduced the amount of time that patrol officers must retain custody of persons before they can return to their other duties and it has reduced the number of incidents that involve violent behavior which have the potential of injury to both the person in crisis, the first responders and/or the mental health treatment professionals involved.

The mental health treatment agencies who are partners in this program have service areas that far exceed the City of Lynchburg. The LCV CIT program has reached out to the law enforcement agencies of four surrounding counties, three towns and two higher education institutions and brought them into the program through a permanent committee of the Advisory Council. In this way, the improvements in training, procedures and handling of consumers is shared throughout the entire Central Virginia region served by the mental health treatment community. Since October of 2013, nearly 200 law enforcement officers (roughly 50%) and first responders have been trained toward our goal of having 90% of all law enforcement officers trained by the end of 2017.

The LCV CIT program members are: the LPD, Horizon Behavioral Health, Centra Health, HumanKind, Lynchburg Commonwealth's Attorney, Chief Magistrate 24<sup>th</sup> Judicial District, Community Corrections and Probation Services, Lynchburg Fire Department, Lynchburg Sheriff's Office, Mental Health America of Central Virginia, Lynchburg Department of Emergency Services, the Public Defender's Office, the Department of Social Services, Adult Protective Service, Roads to Recovery Addiction Counseling and Recovery, the Virginia Wounded Warriors Program and the Johnson Health Center (a Federally Qualified Health Center).

The permanent Law Enforcement Committee consists of all area law enforcement agencies; including five sheriff offices, three town police departments, two college/university police departments, the Blue Ridge Regional Jail Authority and the LPD.

- E. The LPD has a laptop installed in each of its patrol vehicles. Each of these devices has Sungard's Mobile Computing Application (MCT) installed. The purpose of MCT is to connect officers, supervisors and dispatch personnel to life-saving information. In order to manage the Internet/VPN connection our programming staff wrote a custom application called Mobile Connect. Mobile Connect automates the process of dialing/connecting a cellular modem and establishing our agency's virtual private network(VPN), which in turn allows the required data connection to our dispatch center's Computer Aided Dispatch(CAD) system. Our department created a custom Mobile Field Reporting system that allows Officers to electronically file reports and other documents.
- F. Please see attached "Letters of Support"

Program Continuity:

The LPD presented the Body-Worn Camera Pilot Implementation Program to the City of Lynchburg, City Council during the May 26, 2015 Finance Committee Meeting to seek their approval of submission for this grant application. The City Council members present approved the submittal with the understanding that once the grant funding period ended, the City would be required to financially absorb the costs of the BWC program.

Plan for Collecting the Data Required for this Solicitation's Performance Measures and

Sustainment:

The LPD will hire a full-time employee to manage the Body-Worn camera system. This individual will be responsible for collecting the data and meeting the requirements of the grant solicitation as provided by the performance measures of the solicitation which follow:

| Objective                                                                                                                                                                                                                   | Performance Measure(s)                                                                                                   | Data Grantee Provides                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Improve transparency and accountability in encounters between police and the public by deploying body-worn cameras (BWC) and train law enforcement personnel on appropriate BWC privacy policies and operational procedures | Percent of eligible officers within the department wearing body- worn cameras                                            | During the reporting period:<br><br>Number of officers within the department eligible for body-worn cameras<br><br>Number of officers using body-worn cameras purchased by the grant<br><br>During the reporting period:                                                                                                                                        |
|                                                                                                                                                                                                                             | Percent of law enforcement officers trained on the BWC policies and procedures including usage, analysis, and management | Number of staff identified to receive training on the policies and procedures of BWCs by staff type:<br>a) sworn personnel<br>b) non-sworn personnel<br><br>Number of staff trained on the usage of BWCs by staff type:<br>a) sworn personnel<br>b) non-sworn personnel<br><br>Number of staff trained on the analysis of management of BWC data by staff type: |



|                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                             | a) sworn personnel<br>b) non-sworn personnel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Establish privacy policies and operational procedures governing body-worn cameras (BWC) that are transparent, accessible to the public and address BWC issues involving legal liabilities of FOIA, civil rights, domestic violence, juvenile groups, and victim’s groups | <p>Number of new policies developed that address the key BWC policy and procedures areas</p> <p>Percent decrease in the number of citizen-officer (public) complaints</p> <p>Percent decrease in the number of substantiated citizen-officer complaints</p> | <p>During the reporting period:<br/> Number of policies created that address the following BWC policy and procedures areas</p> <ol style="list-style-type: none"> <li>1. Assignment of cameras</li> <li>2. Personal cameras</li> <li>3. Data protection/storage/transfer</li> <li>4. Data management/ tracking/ and analysis</li> <li>5. Data request procedures</li> <li>6. Collaboration and coordination with associated agencies or organizations (e.g., police unions, prosecutors, courts)</li> <li>7. Data retention</li> <li>8. Data tagging</li> <li>9. Camera placement</li> <li>10. Documentation of camera usage/failure to use</li> <li>11. Recording guidance/recording discretion</li> <li>12. Preserving video evidence</li> <li>13. Recording crime victims</li> <li>14. Recording statements from witnesses or citizen informants</li> <li>15. Prohibited recordings</li> <li>16. Officer review of footage</li> <li>17. Supervisor review of footage</li> <li>18. Internal audit review of footage</li> <li>19. Review procedures for investigating complaints</li> <li>20. Public disclosure</li> <li>21. Training</li> </ol> <p>During the current reporting period, number of citizen-officer (public) complaints</p> <p>During the current reporting period, number of substantiated citizen-officer (public) complaints</p> <p>During the current reporting period, number of unsubstantiated citizen-officer (public) complaints</p> |

|                                                                                                                                                                                                                                                                                                                                        | Percent decrease in the number of use-of-force reports filed                                                                                                                                                                                                                                                                                                                                                             | During the current reporting period, number of use-of-force reports filed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Implementation of a BWC program developed in a planned and phased approach that first achieves broad stakeholder, local political leadership, community engagement and then leverages partnership input to address policy, training, deployment and ultimately procurement-related requirements.                                       |                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>During the reporting period:</p> <p>A. Number of external partners participating in the BWC initiative</p> <p>B. Number of external partners who commit their participation in the BWC initiative formally through a Memorandum of Understanding, by type</p> <ol style="list-style-type: none"> <li>1. Court representatives</li> <li>2. Police union representatives</li> <li>3. Prosecutors</li> <li>4. Public defenders</li> <li>5. Victim advocates</li> <li>6. General public</li> <li>7. Other external organizations</li> </ol> <p>Number of new staff positions created/classified as a result of the BWC initiative</p>                                                                                                                                                                                                                                                                                                                            |
| <p><b>Training and Technical Assistance:</b> Increase the knowledge of criminal and tribal justice practitioners through:</p> <ul style="list-style-type: none"> <li>• In-person training.</li> <li>• Web-based learning.</li> <li>• Distance learning using CD/DVDs.</li> <li>• Developing or revising training curricula.</li> </ul> | <p>Percentage of in-person or web- based participants who successfully completed the program</p> <p>Percentage of in-person or web- based participants who rated the training as satisfactory or better</p> <p>Percentage of in-person or web- based participants trained and subsequently demonstrated performance improvement</p> <p>Percentage of organizations that rated the training as satisfactory or better</p> | <p>Number of <b>in-person trainees</b> who:</p> <ul style="list-style-type: none"> <li>• Attended each training</li> <li>• Completed each training</li> <li>• Completed an evaluation</li> <li>• Rated the training as satisfactory or better</li> <li>• Completed a pre- and post-test</li> <li>• Had an improved post-test score over their pre-test</li> </ul> <p>Number of <b>web-based trainees</b> who:</p> <ul style="list-style-type: none"> <li>• Started the training</li> <li>• Completed the training</li> <li>• Completed an evaluation</li> <li>• Rated the training as satisfactory or better</li> <li>• Completed a pre- and post-test</li> <li>• Had an improved post-test score over their pre-test</li> </ul> <p>Number of <b>organizations</b> that:</p> <ul style="list-style-type: none"> <li>• Received CD/ DVDs</li> <li>• Received CD/DVDs that responded to the survey</li> <li>• Rated the CD/DVD as satisfactory or that</li> </ul> |

|                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                            | <p>Number of curricula developed</p> <p>Number of curricula that were pilot tested</p> <p>Percentage of curricula that were revised after pilot testing</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>the CD/DVD met their training needs</p> <p>Number of <b>training curricula</b></p> <ul style="list-style-type: none"> <li>• Developed</li> <li>• Pilot tested</li> <li>• Revised after being pilot tested.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Increase a criminal justice agency's ability to solve problems and/or modify policies or practices.</p> | <p>Percentage of agencies that rated services as satisfactory or better</p> <p>Percentage of agencies that implemented one or more recommendations</p> <p>Percentage of people who received peer visits who reported that the visit to the other agency was useful in providing information on policies or practices</p> <p>Percentage of people who received peer visits who implemented one or more policies or practices 6 months after they were observe</p> <p>Percentage of requesting agencies of other onsite services who rated the services provided as satisfactory or better</p> <p>Number of web sites developed</p> | <p>For the current reporting period:</p> <ul style="list-style-type: none"> <li>• Number of onsite visits completed</li> <li>• Number of agencies that completed an evaluation of services</li> <li>• Number of agencies that rated the services as satisfactory or better</li> <li>• Number of reports submitted to requesting agencies after onsite visits</li> <li>• Number of requesting agencies that implemented one or more of the report recommendations 6 months after onsite visit</li> <li>• Number of peer-to-peer visits completed</li> <li>• Number of people who received peer visits who completed an evaluation</li> <li>• Number of people who received peer visits who reported that the visit was useful in providing information on policies or practices</li> <li>• Number of people who received peer visits who implemented one or more policies or practices 6 months after they were observed</li> <li>• Number of people who received peer visits</li> <li>• Number of requesting agencies who completed an evaluation</li> <li>• Number of requesting agencies that rated the services provided as satisfactory or better</li> <li>• Number of web sites developed</li> <li>• Number of web sites maintained</li> </ul> |

|                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                          | <p>Number of web sites maintained</p> <p>Number of publications developed</p> <p>Number of publications disseminated</p> <p>Percentage of resolved calls for assistance</p>                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>• Number of publications developed</li> <li>• Number of publications disseminated</li> <li>• Number of information requests</li> <li>• Number of information requests responded to.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>Increase the dissemination of information to help build capacity.</p> | <p>Number of conferences or forums held.</p> <p>Percentage of advisory/focus groups evaluated as satisfactory or better</p> <p>Number of publications developed</p> <p>Number of publications disseminated</p> <p>Percentage of evaluations rating the materials as satisfactory or better</p> <p>Number of trainings conducted</p> <p>Percentage of participants who rated the training as satisfactory or better</p> | <p>For the current reporting period:</p> <ul style="list-style-type: none"> <li>• Number of advisory/focus groups held</li> <li>• Number of advisory/focus group attendees who completed an evaluation</li> <li>• Number of advisory/focus group attendees rated the advisory/focus group as satisfactory or better</li> <li>• Number of documents produced as a result of advisory/focus groups</li> <li>• Number of documents disseminated to the field as a result of advisory/focus groups</li> <li>• Number of evaluations provided</li> <li>• Number of agencies that rated the product as satisfactory or better</li> <li>• Number of training activities conducted</li> <li>• Number of trainees who completed an evaluation</li> <li>• Number of trainees who rated the training satisfactory or better</li> </ul> |

Thank you for your consideration.

### **Body-Worn Camera Implementation Timeline**

| <b>Date</b>          | <b>Objective / Goal</b>                                                                                                                                                                                                                                | <b>Performance Measure</b>                                                                                                                                                                                                                                                |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 2015         | Accept award and begin internal approval process                                                                                                                                                                                                       | City Council approval of grant acceptance                                                                                                                                                                                                                                 |
| Oct – Dec 2015       | Choose Body Worn Camera (BWC) vendor                                                                                                                                                                                                                   | Sign procurement contract with identified vendor in compliance with the eighteen required operating characteristics. – The LPD’s BWC Program Coordinator will be responsible for identifying a vendor in compliance with the eighteen required operating characteristics. |
| Oct – Dec 2015       | Develop BWC policy with stakeholder input.                                                                                                                                                                                                             | Finalize and approve policies in compliance with BJA guidelines- The Office of the Chief of Police will be responsible for final approval of BWC policies that include BJA guidelines                                                                                     |
| Dec 2015 – Mar 2016  | Develop training programs for use of BWC and begin initial training for BWC deployment.                                                                                                                                                                | Implementation of training programs: Officers will receive internal/external training on all facets of BWC.- The LPD’s BWC Program Coordinator will be responsible for internal/external training on BWC                                                                  |
| Dec 2015 – Mar 2016  | Begin a Public Awareness Campaign.                                                                                                                                                                                                                     | Number of completed public awareness events: social media releases, PSA’s and number of local media stories on LPD BWC program.-The LPD’s BWC Program Coordinator will be responsible for Public Awareness Campaign                                                       |
| March 2016           | Deliver specialized training to criminal justice partners to include but not limited to: dispatchers, magistrates, judges, security officers, mental health treatment professionals, social service workers, youth serving organizations and attorneys | Number of training programs attended by listed partners- The LPD’s BWC Program Coordinator will be responsible for delivery of specialized training on BWC                                                                                                                |
| Apr 2016 – June 2016 | Deploy BWC to previously trained officers                                                                                                                                                                                                              | Number of cameras deployed- The LPD’s BWC Program Coordinator will be responsible for deploying cameras                                                                                                                                                                   |
| Apr 2016 – June 2016 | Assess compatibility of training programs and operational functionality based on initial deployment of BWC                                                                                                                                             | Feedback from officers utilizing BWC- The LPD’s BWC Program Coordinator will be responsible for assessing the training programs and operational functionality                                                                                                             |
| Apr 2016 – June 2016 | Revise training curriculum as needed to continue training officers                                                                                                                                                                                     | Number of officers trained- The LPD’s BWC Program Coordinator will be responsible for revising training curriculums as needed.                                                                                                                                            |
| Apr 2016 – June 2016 | Collecting outcome measures to assess BWC implementation                                                                                                                                                                                               | Tabulation of collected data for reporting to BJA to include Use of Force Incidents and Citizen Complaints- The LPD’s BWC Program Coordinator will be responsible for collecting outcomes measures to assess BWC implementation.                                          |

|                      |                                                                                                      |                                                                                                                                                                                                                                                                                                                       |
|----------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Apr 2016 – June 2016 | Evidence collected to aid in prosecution of cases                                                    | Number of cases where BWC evidence was used in the prosecution of cases- The LPD's BWC Program Coordinator will be responsible reporting the number of cases where BWC evidence was used.                                                                                                                             |
| July 2016 – Dec 2016 | Deploy additional BWC based on training completion                                                   | Number of cameras deployed- The LPD's BWC Program Coordinator will be responsible deploying additional BWC                                                                                                                                                                                                            |
| July 2016 – Dec 2016 | Collect outcome measures to assess BWC implementation                                                | Tabulation of collected data for reporting to BJA to include Use of Force Incidents and Citizen Complaints- The LPD's BWC Program Coordinator will be responsible for collecting outcomes measures to assess BWC implementation.                                                                                      |
| July 2016 – Dec 2016 | Review BWC initial implementation with identified stakeholders                                       | Number of stakeholder feedback provided- The LPD's BWC Program Coordinator will be responsible for reviewing initial implementation with identified stakeholders.                                                                                                                                                     |
| July 2016 – Dec 2016 | Follow up public awareness feedback sessions<br><br>Secure funding sources for continued BWC program | Number of people providing feedback- The LPD's BWC Program Coordinator will be responsible following up on public awareness feedback sessions.<br>City Council approval of funding – The LPD Finance Office will be responsible for securing funding sources through City Council Approval for continued BWC program. |
| July 2016 – Dec 2016 | Evidence collected to aid in prosecution of cases                                                    | Number of cases where BWC evidence was used in the prosecution of cases-The LPD's BWC Program Coordinator will be responsible reporting the number of cases where BWC evidence was used.                                                                                                                              |
| Jan 2017 – Sept 2017 | Collect outcome measures to assess BWC implementation                                                | Tabulation of collected data for reporting to BJA to include Use of Force Incidents and Citizens Complaints- The LPD's BWC Program Coordinator will be responsible for collecting outcomes measures to assess BWC implementation.                                                                                     |
| Jan 2017 – Sept 2017 | Finalize training for remainder of officers                                                          | Number of officers trained-The LPD's BWC Program Coordinator will be responsible for finalizing training curriculum for remainder officers.                                                                                                                                                                           |
| Jan 2017 – Sept 2017 | Deploy remainder of BWC to trained officers                                                          | Number of cameras deployed-The LPD's BWC Program Coordinator will be responsible deploying remainder of BWC                                                                                                                                                                                                           |
| Jan 2017 – Sept 2017 | Policy Review                                                                                        | Feedback from officers as well as identified stakeholders- The Office of the Chief of Police will be responsible for BWC policy review.                                                                                                                                                                               |

|                      |                                                           |                                                                                                                                                                                          |
|----------------------|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jan 2017 – Sept 2017 | Evidence collected to aid in prosecution of cases         | Number of cases where BWC evidence was used in the prosecution of cases-The LPD's BWC Program Coordinator will be responsible reporting the number of cases where BWC evidence was used. |
| Aug 2017 – Sept 2017 | BWC program evaluation with identified stakeholder input  | Final report with lessons learned-The LPD's BWC Program Coordinator will be responsible for the BWC evaluation and final report.                                                         |
| Oct 2015 – Sept 2017 | Prepare quarterly reports as required by grant guidelines | The LPD Finance Office will be responsible for the preparation and submission of all quarterly grant reporting.                                                                          |

|                     |                     |
|---------------------|---------------------|
| Grant covered costs |                     |
| Body worn cameras   | \$104,825.00        |
| Mounting kits       | \$34,991.00         |
| Docking stations    | \$44,370.00         |
| Assurance program   | \$6,300.00          |
| Training            | \$15,000.00         |
|                     | <u>\$205,486.00</u> |

|                                              |                     |
|----------------------------------------------|---------------------|
| City covered expenses (MATCH) - over 2 years |                     |
| Salary                                       | \$94,737.00         |
| Benefits                                     | \$39,062.00         |
| Evidence.com storage                         | \$74,990.00         |
| Office equip/phone for NA(I)                 | \$4,903.00          |
|                                              | <u>\$213,692.00</u> |

BWC Coordinator & 5% of 5 current employees' time  
BWC Coordinator & 5% of 5 current employees' time

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY16 |                     |
| Evidence.com                    | \$34,800.00         |
| Axon Signal                     | \$27,900.00         |
| RMS Integration                 | \$24,000.00         |
| Admin. Licenses                 | \$2,340.00          |
| Internet Bandwith increase      | \$14,778.00         |
|                                 | <u>\$103,818.00</u> |

|                                    |                     |
|------------------------------------|---------------------|
| City funding needed during FY17    |                     |
| BWC Program continuation           | \$190,125.00        |
| Internet Bandwith increase         | \$29,566.00         |
| Network Administrator I            | \$52,843.00         |
| Office Equip/phone for NAI         | \$4,903.00          |
| PD only RMS upgrade                | \$271,169.00        |
| 4G Aircard upgrades                | \$21,000.00         |
| Fair & Impartial Policing Training | \$5,000.00          |
|                                    | <u>\$574,606.00</u> |

necessary for RMS upgrade  
added to training budget

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY18 |                     |
| BWC Program continuation        | \$214,200.00        |
| Internet Bandwith increase      | \$29,566.00         |
| Network Administrator I         | \$52,843.00         |
| PD only RMS maintenance         | \$27,190.40         |
| 4G Aircard service              | \$21,000.00         |
|                                 | <u>\$344,799.40</u> |

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY19 |                     |
| BWC Program continuation        | \$214,200.00        |
| Internet Bandwith increase      | \$29,566.00         |
| Network Administrator I         | \$52,843.00         |
| PD only RMS maintenance         | \$27,190.40         |
| 4G Aircard service              | \$21,000.00         |
|                                 | <u>\$344,799.40</u> |

|                                 |                     |
|---------------------------------|---------------------|
| City funding needed during FY20 |                     |
| BWC Program continuation        | \$214,200.00        |
| Internet Bandwith increase      | \$29,566.00         |
| Network Administrator I         | \$52,843.00         |
| PD only RMS maintenance         | \$27,190.40         |
| 4G Aircard service              | \$21,000.00         |
|                                 | <u>\$344,799.40</u> |



# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **October 27, 2015**

AGENDA ITEM NO.: 15

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Cancellation of the November 24, 2015 City Council Meeting**

RECOMMENDATION: Cancel the November 24, 2015 City Council meeting.

SUMMARY: Presently, there are no agenda items for City Council's regularly scheduled meeting on November 24, 2015. This meeting is on the Tuesday before Thanksgiving. In the past, Council has changed the start time of this meeting to allow its members to depart early for travel as needed.

An alternative would be to have a work session earlier in the afternoon on November 24<sup>th</sup> and cancel the evening portion of the meeting. The topic for the work session would be continued discussion of the Zoning Ordinance amendments and reaction to the November 10<sup>th</sup> public hearing. If any other items arose that needed attention they could be added to the afternoon agenda.

PRIOR ACTION(S): N/A

FISCAL IMPACT: N/A

CONTACT(S): Valeria Chambers, Clerk to Council, 455-3990

ATTACHMENT(S): None

REVIEWED BY: lkp

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