June 29, 2012 Derecho Response & After Action Review

September 11, 2012
Update

DEBRIS REMOVAL

- Approximately 70,000 cu.yds collected = 70,000,000 lbs = 35,000 tons of brush (yearly average is 3,500 tons)
- 2,875 total truckloads (includes lots of tractor trailer loads) = averaging 52 truckloads/day = 11,500 equivalent 2-ton truckloads
- Public Works staff has worked over 20,175 hours since June 29, 2012 on storm recovery - most related to debris collection

AFTER ACTION REPORT (AAR)

- August 17, 2012
- Briefings by the National Weather Service and eight (8) ESF's involved in storm response
- Slides are available for review
- Citizen and Employee surveys
- Action Items

AREAS OF FOCUS

- Communications
- Sheltering
- Infrastructure
- Preparedness
- Partnerships

COMMUNICATIONS

- External: Mass communications with the public (Reverse 911, private radio stations, low power radio, 211, etc.)
- Internal: Emergency contact with City employees
- Joint Information Center utilization

SHELTERING

- Preplanning and preparation
- Partnerships
- Logistics (meals, supplies, power, broadband, transportation, communications)
- Special needs (medical, pets, etc)

INFRASTRUCTURE

- Facilities
- Generators
- Materials (barricades, signs, etc.)

PREPAREDNESS

- Incident Commend System (ICS) utilization
- Training
- Volunteers
- Logistics
- Emergency Plans
- Exercises (semi-annual)
- Nursing homes & other similar facilities
- Individual & Family Preparedness

PARTNERSHIPS

- VDEM
- Red Cross
- Colleges & universities
- Churches & other non-profits
- CENTRA
- Schools
- AEP, Columbia Gas, Verizon, Comcast
- United Way/211
- Behavioral Health Services
- Employee Assistance
- VOAD
- Other localities

PRIORITIES

- Preplanning and preparation for two (2) shelter locations with backup power and broadband.
- Generators for Fire Department and Public Works facilities.
- Development and implementation of a mass communications plan.

FEMA

- Public assistance and mitigation briefings
- Office in Amherst
- Site visits and community tours
- Technical assistance
- Good relationship
- Project worksheets and mitigation applications

PROJECT WORKSHEETS

- **Category A, Debris Removal**: $3.5 m, 2 PW's (1 city, 1 schools)
- **Category B, Emergency Protective Measures:** $0.2 m, 3 PW's (fire,police,shelters)
- **Category C, Roads and Bridges:** $1.0 m, 2 PW's (roads and culverts; traffic signals and signs)
- **Category E, Public buildings and Equipment:** $0.5 m, 2 PW's (city and schools)
- **Category F, Public Utilities:** $67 k, 1 PW from city
- **Category G, Parks and Rec:** $15 k, 1 PW from city

POTENTIAL COST

$5,300,000

COST REIMBURSEMENT

- Potentially, depending on eligibility and justification
- 75% FEMA
- Up to 20% State (undetermined at this point—based on Composite Index)

MITIGATION

- Two preliminary applications

  >Backup Power for Sandusky Middle School

  >Mass communications

- Final applications are due in December
- Competitive process

QUESTIONS?

After Action Review
2012 Derecho

August 17, 2012

ESF 1 - Transportation

- *What happened that was unexpected?*

1. *Similar to storms of mid 1990s – déjà vu*
2. *Widespread & significant damage*
3. *Approximately 260 streets blocked*
4. *Sixty (60) traffic signals inoperable*
5. *Approximately 150 signs destroyed*

ESF 1 - Transportation

- *What are you particularly proud of that went well?*

1. *Response time of Public Works Staff*
2. *Coordination and responsiveness with other city departments, outside agencies, consultants and contractors*
4. *Getting traffic signals operable*

ESF 1 - Transportation

- *What can be improved?*

1. *Upgrades to traffic signals – generator backup at major intersections*
2. *Minimum number of STOP signs fabricated and in stock*
3. *Portable sign stands in stock*
4. *Additional variable message boards, barricades and cones needed*

ESF 1 - Transportation

- *What specific actions can be taken to bring about improvement?*

1. *Budget monies for needed facility upgrades (i.e. generators, telecommunications)*
2. *Budget monies for additional supplies and equipment*
3. *Continue to cross-train staff in all areas*

ESF 2 - Communications

- ***What happened that was unexpected?***
  - ***Radio system faltering during the storm***

ESF 2 - Communications

- ***What are you particularly proud of that went well?***
  - ***Staff Performance***
  - ***Prioritizing calls for service***

ESF 2 - Communications

- ***What can be improved?***
  - ***Better understanding of how to use the conventional radio by public safety personnel***
  - ***Communications between Emergency Services and Public Works computer systems***

ESF 2 - Communications

- ***What specific actions can be taken to bring about improvement?***
  - *Develop a contingency plan for radio failure*
  - *Ensure all levels of public safety are aware of procedures for using conventional radio system through continued exercise*
  - *Explore possibility of interface between Emergency Services and Public Works computer systems*

ESF 3 - Public Works

- *What happened that was unexpected?*

1. *Number of streets requiring barricades*
2. *Loss of power to large # of city facilities*
3. *Need for cooling stations for city buildings w/out power*
4. *Number of trees down in city parks and along trails*
5. *Need for public shelters*

ESF 3 - Public Works

- *What are you particularly proud of that went well?*

1. *Morale, positive attitude and responsiveness of city staff*
2. *Safety - no injuries and no accidents*
3. *Cooperation and assistance with other city departments and outside agencies*
4. *Use of existing PWD Emergency Response Plan*

ESF 3 - Public Works

- *What can be improved?*

1. *Budget monies for upgrades to city facilities and equipment / fleet*
2. *Up-to-date listing of contacts (AEP, Verizon, other telecommunications providers and local contractors)*
3. *Stock adequate amount of critical supplies*
4. *Continue cross training of staff*

ESF 3 - Public Works

- *What specific actions can be taken to bring about improvement?*

1. *Budget funds for needed infrastructure and equipment / fleet improvements*
2. *Update and maintain emergency contact information - city & outside agencies*
3. *Purchase adequate amount of critical supplies*

ESF 3 - Water Resources

What happened that was unexpected?

- ***Complete power loss at all Water Resources facilities***
- ***How quickly the City and other agencies responded***
- ***The community response as a whole***

ESF 3 - Water Resources

What are you particularly proud of that went well?

- ***Staff's response and dedication***
- ***Cooperation with AEP to restore power to critical facilities***
- ***The way our back-up systems (ie; generators, system redundancies, etc.) performed ensuring that throughout the entire event, citizens had clean, safe, drinking water***

ESF 3 - Water Resources

What can be improved?

- *Improved utilization of ALL City resources, for example:*
  - *Crews and equipment*
  - *Support functions such as meals*
- *Communication efforts with the public*
- *Better coordination between Water Resources, VDH, and DEQ*

ESF 3 - Water Resources

What can be improved?

- *More redundancy at the WWTP*
- *Better dissemination of information to City personnel*

ESF 3 - Water Resources

What specific actions can be taken to bring about improvement?

- ***Table top exercises***
- ***Discussions with VDH and DEQ regarding response and public awareness and communication***
- ***More closely follow NIMS***
- ***Determine alternative methods of distributing information to personnel and the public***

ESF 4 - Firefighting

- *What happened that was unexpected?*
  - *Widespread nature of the event*
  - *Six of eight fire stations without power*
  - *Greatly increased call volume*
  - *Excess strain on manpower and equipment*

ESF 4 - Firefighting

- *What are you particularly proud of that went well?*
  - *Able to answer all 331 calls for service*
  - *Assisted with medical needs of the community and assisted living facilities*
  - *No major injuries/illnesses while performing duties*
  - *Dedication of employees to help people*

ESF 4 - Firefighting

- *What can be improved?*
  - *Better understanding with assisted living facilities*
  - *More efficient use of resources to answer additional calls for service*
  - *Better prepared to operate without power*
  - *Logistics issues (supplies, ice, etc.)*

ESF 4 - Firefighting

- ***What specific actions can be taken to bring about improvement?***
  - ***Meet with all facilities and nursing homes***
  - ***Plan for generator installation/replacement***
  - ***“Stockpile” resources***
  - ***Better prepare and inform employees***

ESF 5 - Emergency Management

- ***What happened that was unexpected?***
  - ***Incident Command was never formally established***
  - ***The incident was managed from within the Emergency Operations Center (EOC) as a pseudo unified command***

ESF 5 - Emergency Management

- ***What are you particularly proud of that went well?***
  - ***Despite ICS not being established, quality decisions were made***
  - ***Quick response of the activated Emergency Support Function (ESF) team leaders***

ESF 5 - Emergency Management

- ***What can be improved?***
  - ***Better understanding of the roles and responsibilities of the EOC versus Incident Command***
  - ***Implementation of the Incident Command System (ICS) at the onset of the incident***
  - ***Better understanding of the City Emergency Operations Plan (EOP)***

ESF 5 - Emergency Management

- ***What specific actions can be taken to bring about improvement?***

  - *Continue developing and improving ESF capabilities*
  - *Develop bi-annual local exercises to practice ICS and the EOP*
  - *Require participation in exercises by ESF Team Leaders*

ESF 6 - Mass Care/Sheltering

- ***What happened that was unexpected?***
  - ***Were a shelter almost before we opened***
  - ***Became a "special needs shelter" almost immediately***
  - ***School chosen was a good option for a cooling center but not for a shelter***

ESF 6 - Mass Care/Sheltering

- ***What are you particularly proud of that went well?***
  - ***Were able to manage the "special needs" shelter in spite of the knowledge limitations of staff***
  - ***Able to open the shelter quickly and move to another location very quickly***
  - ***Manner in which all staff responded to the need***
  - ***How well we worked together***
  - ***Pet shelter was opened without any problem!***

ESF 6 - Mass Care/Sheltering

- ***What can be improved?***
  - ***Communication among ourselves and with Red Cross and others***
  - ***Changes needed in shelter staffing, shifts to include other City staff***
  - ***Need to develop alternative methods of communicating with staff and citizens***
  - ***Improve knowledge of the other ESFs and how they connect with our ESF***
  - ***Get to know the schools and their principals***

ESF 6 - Mass Care/Sheltering

- ***What specific actions can be taken to bring about improvement?***
  - ***Review DSS Emergency Operations Plan to update including lessons learned, quarterly meetings with partners***
  - ***Request Red Cross to train staff in <u>all</u> City departments; consider adding to EDGE?***
  - ***Work with Emergency Management to develop an exercise to test improvements***
  - ***Visit schools well before need to open shelter***

ESF 8 - Public Health

- ***What happened that was unexpected?***
  - ***Increased EMS call volume during the night.***
  - ***The need for a field emergency department/ expanded medical treatment area.***
  - ***Care and sheltering for 60 residents from The Oaks retirement center and potential for 75 – 100 from The Summit.***

ESF 8 - Public Health

- ***What are you particularly proud of that went well?***
  - ***No deaths directly related to the event.***
  - ***Collaboration with Centra and TRBC to establish the medical treatment area at TRBC.***
  - ***The many medical professionals who volunteered to staff the medical treatment area.***

ESF 8 - Public Health

- ***What can be improved?***
  - ***Designating a single shelter as the medical needs shelter from the start (improved coordination with Sheltering Operations/Mass Care).***
  - ***More coordination/communication between EMS, Centra and the Health Department throughout the event.***
  - ***Medic unit staffing.***

ESF 8 - Public Health

- ***What specific actions can be taken to bring about improvement?***
  - ***Planning for the potential need for a larger medical treatment area when picking shelter locations.***
  - ***More frequent collaboration between EMS, Centra and the Health Department during "non-events".***
  - ***Consider 12 hour shifts for EMS units instead of 24 hours during "events".***

ESF 12 - Energy

- *What happened that was unexpected?*

1. *Amount of destruction to American Electric Power (AEP) and Telecommunications infrastructure*
2. *Loss of power to large number of city facilities*

ESF 12 - Energy

- *What are you particularly proud of that went well?*

1. *No injuries or deaths due to downed electric and telecommunications lines*
2. *Cooperation and coordination - AEP and Public Works Department (PWD)*
3. *Prioritization of work between AEP & PWD*
4. *Documentation of issues and needs*

ESF 12 - Energy

- *What can be improved?*

1. *Assign a liaison to work with AEP in advance of an event – with ongoing dialogue*
2. *Use of standardized communications and prioritization forms*
3. *Regular planning meetings with AEP and telecommunications providers*
4. *Maintain up-to-date emergency contact(s) information*

ESF 12 - Energy

- *What specific actions can be taken to bring about improvement?*

1. *Planning meetings with AEP and telecommunications providers*
2. *Establish and keep current emergency contact resource listing*
3. *Develop standardized forms to be used*
4. *Train staff*

ESF 13 - Public Safety and Security

What happened that was unexpected?

- **The rapid onset, nature and extent of storm damage -- within a very short timespan:**
  - **Over half the City without electric power – traffic signals out, street lights out, alarm systems activated, residents and travelers in panic**
  - **Numerous roadways blocked**
  - **Dangerous “live wire down” hazards**

ESF 13 - Public Safety and Security

What happened that was unexpected?

- **Radio system failure**
  - **The City-wide Public Safety communication system was knocked out briefly at the onset of the storm**
  - **Public Safety dispatch and communication capabilities were suddenly rendered virtually non-existent**
  - **The effectiveness of alternative cell phone communications was also significantly affected by storm damage/system overload**

ESF 13 - Public Safety and Security

What happened that was unexpected?

- **The duration of the storm-related disaster situation and the widespread area/population affected by it**
  - **The extent of the storm-damaged area limited the scope and speed with which resources could respond to mitigate Lynchburg's situation**
  - **The families of most City first responders were in the same crisis situation as City residents – this affected our first responders' capabilities and focus**

ESF 13 - Public Safety and Security

What are you particularly proud of that went well?

- The effective command and control measures implemented by the ICS-trained patrol Watch Commander from the onset of the storm
- The dedication, spirit and ingenuity displayed by police officers and other first responders under adverse, long-term conditions

ESF 13 - Public Safety and Security

What are you particularly proud of that went well?

- The effective interaction and collaboration among City and regional service providers
- The admirable spirit with which most community members worked through a disaster situation

ESF 13 - Public Safety and Security

What can be improved?

- **Operational Plans and Procedures**
  - ESF Functions, Communications and Notification Procedures, Incident Command Protocol, Personal Preparedness Measures
- **Availability of Key Equipment and Facilities**
  - Traffic signal generators, pre-designated first responder rehab facilities, etc.

ESF 13 - Public Safety and Security

What specific actions can be taken to bring about improvement?

- **Refine our ESF 13 plan and procedures based on recent experience: practice ESF procedures**
- **Maintain current interagency emergency point-of-contact information**
- **Update and practice contingency communication procedures in the event of 800 MHz system failure**

ESF 13 - Public Safety and Security

What specific actions can be taken to bring about improvement?

- **Work with cellular telephone service provider to ensure availability of emergency public safety cellular communications equipment and support**
- **Upgrade LPD facilities to provide a higher level of in-house first responder rehab capability**

ESF 13 - Public Safety and Security

What specific actions can be taken to bring about improvement?

- **Promote acquisition of key disaster management equipment – for example, generators to run key traffic intersection signals**
- **Facilitate LPD employees maintaining a high level of personal/family disaster preparedness**

ESF 15 - External Affairs

- What happened that was unexpected?
  - Social Media would be the only communications medium available in first few hours after the storm.
  - Radio stations off-air/no local news being broadcast.
  - Did not open the JIC.

ESF 15 - External Affairs

- What are you particularly proud of that went well?
  - Daily Press briefings were well attended.
  - The extensive use of Facebook and Twitter .
  - Productive relationship with CVPIN.
  - First to Know became an important resource for citizens.
  - Use of the School's ConnectEd System.
  - Other organizations used City information.

ESF 15 - External Affairs

- What can be improved?
  - Placement of printed info in stores, gas stations, etc.
  - Employee Communication
  - Utilization of the JIC
  - Establishment of a Hotline-Citizens First

ESF 15 - External Affairs

- What specific actions can be taken to bring about improvement?
  - Engage HR and other stakeholders to develop process to better communicate with non-emergency employees during off-hours.
  - Research/develop alternative methods for mass communications.
  - Continue relationship with CVPIN.
  - Develop list of external PIOs to assist in dissemination of emergency information.

ESF 17 - Volunteer Management

- *What happened that was unexpected?*
  - *Cooling center turned into a 24 hour shelter requiring an increase in needed volunteers*
  - *Instead of snacks and water, now we had to provide prepared meals and didn't have City staff that could do this*
  - *Volunteers for the cooling center and then for the shelter were all City employees*
  - *Red Cross didn't want to allow City staff w/o background checks to volunteer at the shelter*

ESF 17 - Volunteer Management

- ***What are you particularly proud of that went well?***
  - *The City staff volunteers responded very positively when asked to volunteer at the shelter*
  - *VDEM helped us find a chef that could manage the direction and coordination for emergency meal preparation for the shelter.*
  - *Mercy Chefs not only provided meals for the shelter residents but had the capacity to prepare meals for City workers and storm partners, for shelter residents in Amherst County and the general public who needed a hot meal.*
  - *City Schools were very generous with the use of their schools, kitchen and custodial staff and food.*

ESF 17 - Volunteer Management

- ***What can be improved?***
  - ***Create a local resource list of people that can assist with food prep for sheltering situations***
  - ***Involve volunteers from VOAD for sheltering and other needs instead of relying solely on City staff***
  - ***Provide computer work stations at the EOC for non EOC City staff to use that are connected to the City's network.***

ESF 17 - Volunteer Management

- ***What specific actions can be taken to bring about improvement?***
  - ***Continue our involvement with VOAD by attending quarterly meetings***
  - ***Prepare a resource list of qualified shelter volunteers and food chefs***
  - ***Resource lists and other information to be available online and in print***

ESF 18 - Damage Assessment

What happened that was unexpected?

- Storm more sudden than a standard “snow event” that we use advanced warning to prepare
- Expectation would just call in their structural damage or vehicle damage – didn’t happen until Monday
- Street access was such that it was difficult to assess large areas early in the event
- Maintained mobile device voice and internet service through the event.
- Some supporting departments felt “left out” of plan/unprepared to react – despite this, all pulled together well “on the fly” resulted in multiple entities doing duplicate site visits

ESF 18 - Damage Assessment

What are you particularly proud of that went well?

- OVERALL ALMOST EVERYTHING WORKED WELL
- Visibility of City employees (just being out there)
- Interdepartmental Cooperation
- Creative Use of Resources/Technology Deployment
- Established a framework for damage assessment (GIS; TrakIt) for future events
- Positive response from business community that we inquired about the impacts to their operations
- Accuracy of storm damage inventory for houses
- Mobile communication (robust network – much better than we thought)

ESF 18 - Damage Assessment

What can be improved?

- Coordination of damage assessment inspections earlier in the event (GIS mapping; inspectors/assessors in initial inspections; personal property; ESF 14 activation concurrent with assessment)
- ICS structure –dissemination of information to workforce to prevent duplication of work and offset deficiencies in other ESFs; eliminate people going to the person they know rather than the individual coordinating the ESF
- Accountability/Communication among Assessment Teams (know where teams are in case something happened to them)
- Create an inventory of resources (identify individuals' "emergency" skill set)
- Family support function for employees aiding with the disaster
- Use of the assessment teams to disseminate information within the community (some neighborhoods unaware of efforts)
- Use technology to relay information to teams (i.e. street closures)
- Alternative options to access neighborhoods (pictometry; aerial)

ESF 18 - Damage Assessment

What specific actions can be taken to bring about improvement?

- Involve support organizations earlier in event (update EOP; activate ESF 14 and IT support concurrently with ESF 18)
- Update EOC data with workspace data created from this event)
- Standardize methodology (pre-defined inspection areas/team assignments) and data (structural; value; personal; GPS)
- Practice scenarios for damage assessments among support functions/cross-training
- Create standard operating procedures for succession/staff absences during event
- Damage assessment teams equipped with information about and for the neighborhood
- Communication with nonprofits (resources to assist)
- Communication (ICS/ESF/Assessment Team/City) essential

ESF 18 - Damage Assessment – Public Facilities

- *What happened that was unexpected?*

1. *Minimal damage to city buildings, bridges and culverts*
2. *Extensive damage to parks and trails*

ESF 18 - Damage Assessment – Public Facilities

- *What are you particularly proud of that went well?*

1. *Quick and prompt response by PWD staff*
2. *Cooperation and coordination between departments assessing private and public damage*
3. *Documentation and mapping of damages (GIS Mapping)*

ESF 18 - Damage Assessment- Public Facilities

- *What can be improved?*

1. *Use of standarized forms for reporting purposes*
2. *Additional training for staff performing damage assessments*
3. *Practice / live training sessions for inspectors*
4. *Use of GIS / GPS information in the field*

ESF 18 - Damage Assessment – Public Facilities

- *What specific actions can be taken to bring about improvement?*

1. *Planning meetings with other city departments regarding standard inspection techniques*
2. *Specific training regarding damage assessment – Damage Go To Kits*
3. *Cross-training between all inspectors (private and public property)*

Community After Action Review

What do you think City staff did well during the aftermath of the wind storm. *Response Count - 88*

I am happy that "cooling centers" were available for those without electricity.
I was really impressed with the response! From coordinating efforts with various departments to setting up cooling shelters to communicating with the public... It was really fantastic!
Most everything.
Block streets, clean debris
Relaxing the restrictions on the length of tree limbs that can be picked up curbside. Asking citizens for feedback!
I was very impressed with the city's response after the storm. As well as the community as a whole. I was able to obtain the things I needed, traffic was not severely impaired. If companies had power, they were open for business even some without power opened up. The trash guys deserve a great thanks
I think the City responded quickly and appropriately. As a person who was out that evening, I can tell you that there were many many trees blocking streets, etc., and we saw lots of police officers responding to keep drivers safe. I live in the Cranehill/Sedgewick Area and felt that our brush was picked up quickly and safely. I also appreciated the many updates via Facebook that communications
The City did well in regards to keeping the citizens updated on their progress. They made good use of the media and social networking to reach as many people as possible.
I am extremely proud of how our city responded to such an enormous, sudden and unpredicted disaster. Every effort was made to care for our citizens, keep us informed about emergency facilities, first aide, assistance for those in need, and progress of the recovery. I am especially impressed at how several organizations and groups worked hand in hand with government to make sure our needs were
I believe that the city did a good job picking up brush. I was also impressed that they had a no-charge
Address this need in a visible manner i.e. news conferences. Notifications of available resources wwere sent via e-mail. I think the city worked quite well with partnering with businesses to provide services to the citizens such as providing a place for Verizon to set up a tent for those who needed to
Setting up cooling centers.
They did their jobs in handling the biggest storm recovery I have seen in the fifteen years that I have lived here. I was amazed how soon everything got back to "normal". I have no suggestion for improvement
Everything!! Opened roads quick, plus hauled a lot of it away very quick. Especially where it seemed to really be in the way. KEPT WATER/SEWER WORKING. Thank you, because if you lost power for days at least you could use your water and toilets. Even seemed to work longer days and week ends. Normally I would not want to pay for the extra but without A/C life at home was horrible and got worse
I think the City staff did a good job in re-directing traffic and posting signs to indicate detours for drivers.
Although we were out of town (fortunately), the City appeared to have come together in a coordinated response to meet the needs of the community as best they could under trying conditions. Thw fire, police and public works departments as well as senior city staff and Lyncom all went well above and beyond expectations in reponding to the situation. There seemed to be good communication from the
Clearing debris, communicating with citizens, regular updates, setting up shelters, getting word out about ice and help available, road closures, etc.
They did a great job of clearing trash, considering how much there was! Other than that, I'm not sure. To citizens, it seemed very little was happening for a long, long time. My road had downed trees and a citizen came along and cut the large tree blocking our street at one end and then we were able to move it aside. Same with the next street over. No one came. Finally, a church group came and cleared the

Clean streets of debris, kept the water and sewage facilities working .
I think the city got the cleanup going quickly.
coordinatiion of depts workimg togrther.
An A+ in communicating the details. The what, when and how were covered effectively. Good job!
Debris collection seemed to be quite robust! And I was so thrilled to have the trash collected on the regular day, especially since so many of us had to empty our fridges and freezers.
I think the city has work very hard and are still working hard everyday. I think some lazy home owners could do a little work. I feel for the most part we all have come togather and worked well .
The city staff came out in full force to put the city back in action. I was so proud of the way so many people in all areas of the city pitched in to help.
I think the city, the citizens and the power company did an amazing job of handling the storm's aftermath. My heartfelt thanks to those who worked tirelessly to restore power and clear roads and lines of debris. It was particularly thoughtful for the city to send cleanup crews to remove brush and limbs downed during the storm. TRBC opened it;s door and hearts to our city and did a fantastic job of helping many in need. All I can say is I feel fortunate indeed to live in a city such as ours where local government is so
Lynchburg The city was immediately clearing blocked streets and collecting debris. I applaud the staff for working long hours in the days folllowing the storm, the weekend and 4th of July holiday. The public-private partnerships that responded prevented or lessened severe hardships.
I was so impressed with how quickly the city workers were present in individual neighborhoods trying to cleanup under very difficult conditions. The ongoing cleanup has been superior and I personally have stopped to thank so many workers over the past month and most especially during the first two weeks. Thank you to all of them. My appreciation to all of the utility workers for a fantastic job!
Brush & tree limb pick-up was very helpful.
Very well under such trying and unexpected circumstances.
I continue to be amazed at the ongoing efforts to respond to and clean up after the many problems created by the storm.
Clean up the mess
Opening cooling centers, cooperating with nonprofit and faith-based groups to meet the greater good of citizens, allowing folks to put as much trash as was needed by the curb, picking up our storm
The cooling centers were great . Free food and shelter was helpful for it reduced the stress. I really admired the commitment and dedication of everyone who worked around the clock to get the city up
Did not see anyone at all. Nobody on my street. No city worker at all . We were out power 8 days and
EXCELENT WORK
It is hard to know what the city did during the storm because there was no communication with the city available. No TV or computer communication was available due to the power outage. Most of our information about when the power would be back on and where there was ice or food came from the Appalachian linemen or a friend of mine who works for the Red Cross. Since the storm, now that power has been restored the city has done an excellent job of putting things back to normal. Getting the streets cleared and all of the debris hauled away.
I think the City did fine all around considering the circumstances.
Directing traffic, blocking streets, (eventually) setting up cooling centers

The rank and file worked hard to clean up and address the problems. Townhall dragged it feet. 3 days to assess the situation is unacceptable. Early Saturday morning I realized the amount of damage
In the days after the storm, the city was very prompt removing storm debris.
no
nothing
Combinding staff from different departments to deal with the damage.
Getting debris off the street quickly, communicating free garbage pick-up for food waste.
Clearing trees so that AEP could start repairs.
I give credit to the workers on cleaning & removing the brush. As far as the mayor & other city council, I give them "zero". The only time you see them is during election time.
LU and TRBC did a great job of offering hospitality to the community
Getting Rivermont cleared fairly quickly.
Public Works did an outstanding job of clearing the streets of downed trees. They worked long hard hours and deserve a public Well Done!
The workers were great they worked long hours and they worked hard in our neighborhood!
We always had water-thank goodness! It seemed priorities were set and things were delt with in order of need. I feel every one did the best they could. The brush pick up has been a great help and allowing residents to throw out extra trash without a tag was appreciated.
By running the bus service on Sunday.
What City Staff?
Responded as quickly as possible. Provided media with good updates as to progress, damage, areas/places to go in the interim, etc.
The pick up service for debris is a good thing
Let people bring trash to the dump for free.
When the storm was over, my daughter and I drove around (actually looking for somewhere to charge our techno stuff). With all of the power outages, we knew it had to be a devastating storm. The next morning we drove around and saw the devastation. Considering what I observed from an hour after the storm until a week later, I think everyone working on the power lines and trees down did an
I think they did wonderful to ensure there were shelters set up and Facebook was a HUGE help, however see below. You guys did wonderful and I felt blessed to live in Lynchburg in a time like this.
The clean up was amazingly fast!
Lynchburg City sprang into action to deal with the substatial disaster during the aftermath of the June
I think the emergency first responders did an amazing job as well as all our public works crews.
Honestly, I saw more City of Lynchburg workers riding around in trucks simplylooking at debris than anything. There was way too much wasted gas and overtime on City personal that were basically doing nothing , but riding around instead of being out of the truck working.
I think everyone did an excellent job. Yes we were inconvenienced during this time, but considering all the devastation, everyone did an excellent job. Clean-up with trash left by repair workers was a little
Everything
There was an obvious presence of city vehicles--mostly public works, utilities and medic vans. I saw blockades set up diverting/directing traffic. In days following the immediate crisis, I saw employees consistently performing physical duties, relentlessly. Generally, I heard many wonderful accounts of city employees working more than admirably, and think
No power don't know.

IN ADDITION OF TIRELESS WORK IN HEAT AND HUMIDITY CLEANING UP AND CUTTING TREES, MEN AND EQUIPMENT CAME TO UNCLOG MY SEWER THAT HAD BEEN CLOGGED BY A TREE. IT WAS HARD WORK AND THEY NEVER COMPLAINED.
Brush clearing, coordination with utilities, police services all seemed to function very well.
keeping the public informed
They acted quick to put everything in moving order and to see that all needs of the people was taken
I got lots of emails with updates of cooling shelters and road closures, etc. Those were helpful and I also liked the increased communication from the city. It felt like I was staying connected with them and the city was working hard to keep the public informed. And my food waste was picked up in a timely matter. Our city workers are very good and work very hard. I appreciate that. I also appreciate the
Trying to open the main roads
It appears action was taken as quickly as possible under the circumstances.
They did everything well !
The response by public works was stellar! Keeping the water & sewer up and running was a BIG plus. Thanks to all City workers for their hard work !
trying to set up shelters, cooling stations
I don't know that the city did anything. If it weren't for Liberty University & Thomas Road Baptist Church we don't know what it would have been like. By the way, we did not utilize LU or TRBC services as we were prepared for such as this. But we never saw a city worker or any authority. No one checking to be sure people could get to cooling centers or food services. We did what we could to help neighbors.
I think they work as hard and as fast as they could.
Cleanup began immediately. Even with the huge amount of brush, pick up in our area was almost the
Did C plus with what they had,and being the first time.
good communication - utilized various methods through challenges with power outage, worked around the clock, gave up their holiday, trash pick up - no add'l charges, seemed very understanding of the
good communication - utilized various methods through challenges with power outage, worked around the clock, gave up their holiday, trash pick up - no add'l charges, seemed very understanding of the
Immediate response by higher-level decision-makers, and the immediate recognition that there were going to be major problems. City crews worked long hours getting things right again.
For the amount of people who were without power during a heat wave, the city did a great job helping people stay cool. Also, even though I did not get my power for 8 days, I think that the city staff worked hard to get the power back on as quickly and efficiently as possible.
We stayed in town Friday & Saturday nights, then went to a Holiday Inn in Cary, NC near family until the following Saturday. I had my laptop with me and we truly appreciated the daily briefings and frequent updates via newspaper & TV. City staff worked long, hard hours with attention to health and
The communication via email was immediate and consistent. I also thought emergency vehicles were

Community After Action Review Survey

What do you think City staff could have improved upon during the aftermath of the wind storm?

There are still a lot of tree or tree branches on the curb of the streets waiting to be picked-up. Personally I am still waiting for somebody to pick-up the branches of a tree that was broken during the wind-storm... I called "the city" after about two weeks, and I have been told that they will be hauled
I would have preferred to see more electronic signs notifying people of road closings. I tried to get to my family off Langhorne Road, but as I drove from Lynchburg College I found that the road was blocked. I turned around and learned that Cranehill was blocked. I went all the way back through midtown and downtown, back up Rivermont Avenue, then turned onto Rivermont Terrace, only to learn that Langhorne Road was also blocked there. The faster those electronic roadside signs (similar to the
Debris cleanup. Half of the debris was picked up in front of my house last week. When will the rest be
Nothing to add to an incredible job well done.
Publish a schedule for brush pick up. I have called the city 3-4 times to ask when unsightly brush from the storm will be picked up. Each time I am told to "be patient." I understand that there is a lot of brush to be picked up but I would like to know what the timeframe is going to be. I'm concerned about the
Nothing to my knowledge - entire city worked hard and got the job done.
You can ask us to help! Citizens and other non-profits can help get information out, help in shelters, etc. (some of us even have emergency training and can do REAL help ;-)
I think word of brush and downed trees could be improved. There are still a couple large trees down in the city. Other than that, I have no idea. The City did a wonderful job in the aftermath of the storm. I
I see damaged branches hanging in trees on city property that could be a hazard and are being
Maybe have some type of mobile electronic station set up in each Ward for people to charge cellular phones, get news updates, access the internet. Something like what Verizon did in the Plaza location.
Better communication with the public.
Only way to get news was portable radio and newspaper. Since radio is mostly not local or not talk or news radio we did not know how the rest of the city or area was doing. Maybe city or state needs to broadcast on AM or FM for local people - local news, etc. Weather radio repeats too much to listen to
I think the City staff should have provided relief emergency services in a faster manner given the number of senior citizens residing in the City.
Unable to comment
Communications. Not everyone gets the newspaper. And we were like many in that we didn't have batteries for a radio, etc. And they should have opened City-run shelters in more locations and sooner. It was great the Thomas Road Baptist Church did what they did, but where was the City?
Have a back up power source to keep the entire sewage system working in case of a power outage.
It has now been over a month and the brush cleanup trucks have not been back again to pick up again. Some brush has been out over three weeks. Also, what was the point in having city offices open on the fourth of July. How many people came to city hall or the library that day? I do understand the
Staff knows better than any other how they can improve.
In the challenges we faced it is difficult to be patient and wait for resolve, I have no suggestions. I

Getting the word out about what was going on, services available, etc. I don't know how it could have been done better, with so many power outages that most weren't watching tv or listening to radio, and many of the most needy do not have smart-phones. Checking on the elderly or infirm, having a dedicated place for those with medical needs without overwhelming the hospital. I think a lot of people felt either abandoned or ignored or simply out of touch. An explanation of why some places that weren't hit as hard got their power back on first, when other areas that were hit hard
We do need some kind of alert system that could have alerted citizens of the damages in the city. So many people had no communicate because of no power and we couldn't find a local radio channel to find out any news. I know many people only have cell phone instead of land line phones as a way to
Opening a few more buildings for cooling shelters during the outage.
Lynchburg Can't think of anything.
The lack of communication when you don't have access to electricity was terribly frustrating. We had battery operated radios but all we were getting was music and no information. Q99 out of Roanoke was broadcasting information as they were getting it but we had no way of getting immediate information as to how much damage was done, how widespread it was or anything in our immediate area. Q99 did a wonderful job with information about ice, cooling stations, AEP reports, etc. I think we need better access or communication either from the City of Lynchburg or our local radio stations as to
Inform @ street closings
Better communication with citizens
I wish places like McDonalds would have offered a discount for their food and wished it could have been opened sooner for those living on Link Road who had no place to go to eat nearby for even Wal-Mart was closed. Also wish the traffic lights on Old Forest Road could have come on sooner . Also wish there were counselors in the cooling centers available to help people debrief after the storm if
Need to be sure everyone on EVERY street is ok. We had elderly on my street with no one.
GETTING MORE ICE TO PEOPLE WHO NEEDED IT.
Maybe communication could have been better. People listening to the news wanted more specifics, such as which roads were closed. Which roads were being worked on. Places to go for ice and other
Communications- street closures, power restoration, clean up efforts, more cooling centers (recreation
Used the revesre 911 system to get the people who at least stil had working phones informed. Dangerous situations should have been addressed sooner. Example the limb hanging over Wards Ferry near Atlanta ave. Putting a makeshift road block that was ingored and removed by drivers. This lasted 5 days. A few crews of 3-4 men could have been asigned the less damaged areas. This I belive would have
Now its like the city has forgotten us. Debris is still laying around to be picked up. I traveled down Fort Av. this morning tree limbs still pilled up along the side of the road. Being one of the main streets in the city, quite frankly it's an eyesore. Piles of debris in our neighborhood still sitting around. Alot of this stuff
no communication to people in o1 & o2 as where to go or get ice. if no power no tv.
cut the red tape
Barriers should have gone up sooner on Link and Langhorne Roads.
Emergency communications for thoise without power for many days (special radio programs, newspaper notice of where to get news daily, particularly for those stranded by fallen trees and power

Better radio communications to community. We had a battery radio 1st 3 days & there wasn't much info on it anywhere! Mailman was a great resource for info!Otherwise, we drove out & talked to people. Got generator Sunday & luckily had tv since satellite was working. Then we found out about cooling
The city staff (not including the mayor & city council) did the best they could due to the unforeseen
I didn't really hear from the city
Indicating detours for streets that were blocked.
Communication between the City and the citizens was severely interrupted for 2-9 days (we got our power back on day #9). No power means no internet means no email nor access to the City web site. The City needs a back up way to get the word out when all power is down.
Not sure There was so much damage in our neighborhood
There needs to be a way to communicate (where are shelters, where can you find ice,gas,food) with residents when there is no power. Even radio stations gave little information. It was very frustrating not knowing what was going on. It was great to get a newspaper,but that was old news by the time we got it. It was good to find out about the cooling centers through the paper for those who needed to go
Provide more water, ice, and places for people to stay cool.
Cleaning up
having a better back up plan for emergencies such as these when there are multiple areas affected. Seemed they worked as quickly as they could but were in all kinds of directions. It was concerning that
I think it was crazy that they were giving parking tickets downtown! Downtown businesses and non-profits were going out of their way to help out since they didn't loose power. For instance, Dance Theatre of Lynchburg has running free kids movies and allowing parents to charge phones/ use wi-fi but people got tickets left and right. It is awful to hear the mayor telling us to pull together and help
Debris pickup could be faster. I still have it in my front yard and I see debris in the neighborhoods all
Nothing different. WIth what they had in front of them, they did a superb job!
Getting information to those without power, etc. that did not have a secondary means of contact with
Communication could have been better.
Without power, the city needs a method of communicating with the people.... perhaps having cell phone information?
I do wonder how much more brush there is to pick up because there is still brush on Old Graves Mill Road that is so dry if someone threw a cigarette out not only the brush but homes could be damaged if
well there has been no pick up of any sorts and Fort Ave looks like a disgrace to the town with the
Ice should have been called in the night of the 29th. Langhorne Rd shoudl have been #1 priority sinceboth ways were blocked. Press conference should have been had on Saturday rather than Sunday. Shelters were needed on the Boonsboro side of town also. If we couldn't get off Langhorne
Dissemination of information
I tried to get information about the situation through radio and wish there had been SOME kind of news reports -- certainly on public radio, WYYD and 105.9. It would have helped if there could have been updated announcements concerning availbility of gas, food stores open and batteries. Since I was a city employee, I was sure the city had operationalized its EOC but to have heard updates of some kind would have been "comforting". I don't think I saw any police in the days folowing the storm. I know they must have been busy, but the absence of their presence did not feel good.
After the storm..there should have been a phone # in Lynchburg to call and ask what is going on ? No one to call and no radio station on battery powered radio .
PERHAPS, COMMUNICATING BETTER WITH THE PUBLIC ON PROGRESS, THO I KNOW THAT
Better communication with public regarding location of emergency services such as cooling centers. I expected something in the newspaper by July 1 but didn't find it.

getting some of the main streets opened a little quicker
They should have seen way ahead of the storms. to see all trees and power lines are up to standard. all limbs are off all power lines through out the. city .
We were one of the last streets to get power on in our neighborhood. Streets all around us got power back by Tuesday (7/3) but ours did not come on until that Saturday (7/7). No one at AEP or the City could give me any information about it when I called. It almost felt like we were forgotten. And my street is just blocks from the city stadium! Communication on that front could have been better. I
I think some of the road blockages could have been better managed. On at least one section of Rivermont the barricades should have been placed at the intersection so that people weren't making u
There is really no grounds to comment on any improvements that the City Staff could have done. We all witnessed them moving around our city. They experienced the same storm.
Citizens in my neighborhood had no idea if - when - and where any cooling shelters were available for
communication to those without power. there did not appear to be any way of getting information to those without power/ tv/ radios, etc.
They could have had some kind of emergency preparedness plan intact. I think the people felt
I live in an apartment and was not able to go get ice or to any shelters. What would have been nice would have been the city bringing ice to apartments and water.
Better Facebook and/or twitter updates. This was the only method of communication we had until the
Use available city building to assist the citizen in their needs.(medical,shelter,food,etc).COMMUNICATE this to the citizen before hand.Provide
Perhaps engage more of the churches? They're still cleaning up and imagine that will go on for some
Without a clear cut emergency radio station designated, such as WLNI which itself was w/out power, it was difficult to disseminate info via radio/TV - a problem further compounded by the fact that few
Communication with the public was difficult - also if we don't have an emergency response plan where someone at EOC at the behest of their director or the City Manager's office, initiates a response where all department heads/supervisors are notified thru mass e-mail/voicemail notification network.
I did not realize how bad the destruction was because I did not have access to internet, tv, or radio. I wish there could have been some way for the City staff to spread information about cooling stations, available ice, shelters, and an idea on when the power may return for particular areas.
Would have appreciated the presence of more police on the streets and at dangerous intersections
Its difficult to say, because the storm limited everyone's ability in some way. There's not much you can do other than door-to-door check ups and that's quite the task.

Community After Action Review Survey

What suggestions would you have for improvement? *Response Count 81*

I got a LOT of information via Facebook. The City did an excellent job of sharing information there. I would suggest that Department of Emergency Services allow for commenting and/or sharing on their page - it appears that their Facebook posts come via Twitter and there's no way for people to comment
Better communications from the city.
Nothing to add to an incredible job well done.
Communicate how the staff were helping during the storm
Publish a schedule for brush pick up on your website for each city ward.
out reach to community groups - should this ever happen again, contact ____ with resources your group has to offer. I did not think about it until it was too late but Citizens for a Clean Lynchburg could have helped with providing free bottled water - not a lot but several cases.
You can ask us to help! Citizens and other non-profits can help get information out, help in shelters, etc. (some of us even have emergency training and can do REAL help ;-)) People are happy to perform menial tasks, hand out water to workers and other things. Just ask!
The City could use social media and the news to prompt citizens to organize and provide refreshments to our City and AEP workers. This would be organized by citizens and not done by the City, unless they wanted to do it. I felt bad for the workers cleaning up in that heat. Just an idea.
I believe that the city should have the power to take over a AM radio station for emergency information broadcasting and make this information known. All we need is a battery powered radio. We have 24-7 news normally but nothing at all when we really need it. I have the newspaper, but that is late information and not everyone has it.
Because I had access to resources I was able to function in the chaos and from what I saw from the City, I was highly pleased. I really can't think of anything that could be done within reason. I know many people were without flashlights and batteries in addition to the resources needed to get them. Low income families are my concern; providing them with as much as possible would be ideal if possible. If there is no water in the city then the city can't provide it to those in need. If the city has
Better communications NOT on tv. Driving through communities to check on citizens. Help and relief aid for the pet members of the family.
See above. NOTE!!! Most times I would not fill out my name, address, telephone number and email address without some assurance that they would not be given out or shared so as for me to get SPAM or junk phone calls. Hey, who wrote this? Maybe another format letting users pick or check answers would be easier. This is really a lot of trouble but I was impressed by everyone working together. Yes you can
I would suggest a more coordinated effort with APCO and other city services to immediately determine what relief services are necessary to keep the City "running" as much as possible. There needs to be more regular updates on web-sites for everyone to know what is going on.
Develop plans and methodologies for communicating with those who don't have power or

When I worked for the City 20+ years ago, we had a disaster plan and we were trained on what to do in the case of a city-wide disaster. Does that still happen? I was trained to run a shelter, by the way. My skills were evaluated and that was what they thought I could do best. That's my JOB now, strangely enough! Make a way for citizens to help. I was roasting at home for days and I could have helped the police with telephone duty. Our neighbor is a police officer and he went in to answer phones. He could have
Have a radio station or emergency transmitter that residents could find out what was going on after a disaster. All local stations just transmitted national feeds after the storm.
Need a better plan for emergency shelters that could be set up quicker. Maybe , have one school that has emergency generators, where you will power, heat, and or airconditioning so it can be up and running immediately. I know the heat was really bad but, it could happen in the winter.
Give staff whatever they need to acomplish their goals.
None,
Communication: Set up a dedicated phone number (an easy to remember 800#) to be used only in a disaster, with live operators to direct folks to info they need. What about using small planes to pull message banners - like they do at the beach? In an emergency, the pilots would probably donate their time (so you would only pay for fuel), and you could fly over each neighborhood, etc. Maybe have teams of volunteers to walk or drive thru damaged neighborhoods to check on folks, talk to neighbors, etc. "what do you need? Can I take you to the shelter? Have you been in touch with your family?" etc. Maybe a phone bank where people (especially out of town folks) can call in if they haven't heard from family in the disaster area, which would trigger a volunteer to go check on them, who would then report findings and summon aid workers if necessary. Information stations could be set up in neighborhoods - even if just out of the back of someone's pick-up. Folks can drive or walk to the "station", get info, ask for help, etc. Volunteer labor, etc. Care: I think Partnering with the colleges/universities would really help as well - the schools have large facilities and trained staff. For example, LU has a nursing program that could open its doors for the infirm w/o overwhelming the hospital. Citizens would receive care, students would receive experience, etc. Similar partnerships could be set up for pet-owners, parents of babies/toddlers, etc. That way people know in advance where to go to receive the care/services they need. Maybe you could enlist businesses to sponsor certain types of aid - i.e. PetSmart could pitch in for the pet-care shelter, ToysRUs could pitch in for the families with young children shelter, etc. Not gobs of $, but for things like water and snacks and such. And maybe send over some employees to volunteer at those places
I wish we could have used some of the trees to provide fire wood for heat to some people for the winter
A commucation alert system for the city.
No suggestions. From what I observed (and I live in the downtown area and was without power for eight days) the city was on top of the situation. I had no direct contact with the city and had no
Lets get some type of emergency communication set up that doesn't rely on electricity and can be accessed from battery operated radios.
I like the idea of an emergency radio station to provide information to residents. So many of us did not have TV or smart phone access. More people would be able to afford a small portable radio with
Improve communications.

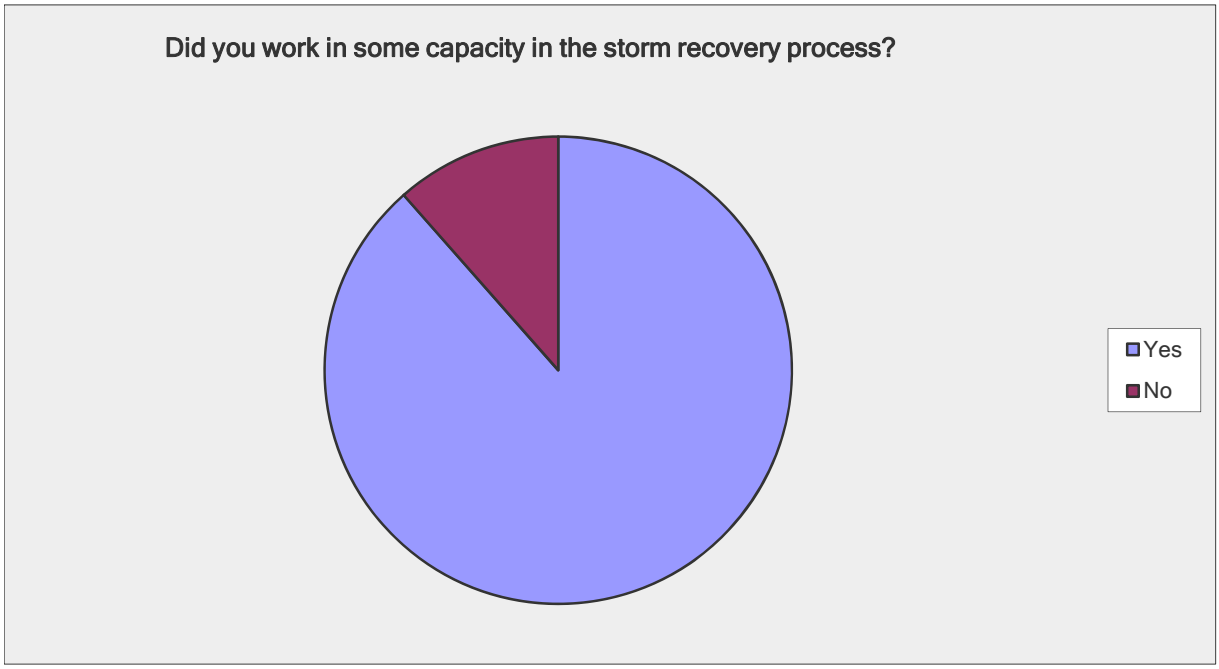
Arrest the president and the board of directors of AEP, and all their family members. Hold them in unheated, un air-conditioned cells until the last house has power restored. Maybe then the greedy bastards will start burying the power lines like they should have started doing 30 years ago.
Push elected officials forward
I wish we had storm sirens in our city.
More cooling centers in my community-Link Road, Boonsboro and Rivermont for there were none. Have counselors available in the centers to help with the after-effects of the storm. Need an emergency assessment team to go out into the communities to check on the elderly and disabled due to the heat and food shortage.
Faster. Check on people more to see what people need.
I DON'T KNOW OF ANY WAY IT COULD HAVE BEEN BETTER COSIDERING WHAT WE HAD TO DEAL WITH.
Should something like this ever happen again I think the first thing the city should do if it is trying to reach the citizens of the city is to work with the newspaper. That is the one thing that kept coming even without the power. The whole front page could be devoted to where the shelters are and who can go to them. Where there is power for peoplel who need food and water. Everyone just needs basic
Better communication and perhaps pick a specific radio channel that people can listen to for information. Most people have a radio with batteries and can tune in if they know which channel to tune
Need a mass communications tool that permits citizens to sign up (free) to receive emergency messages or warnings. A Twitter account would also work.
Fire Kimball Payne
If the city can't get the job done now, hire private contractors to haul this stuff away.
put fire dept in charge.
Evaluate your adminstrative procedures and streamline the process. Apparently the City added a new step adding a 'free' permit and inspection before AEP could repair individual probelms. We were
Having a reverse 911 system in place.
See question 3.
Better emergency preparednessplan for whole community& communications.
Have an emergency kit for your residence...such as batteries, flashlights, small radios,stored in styrofoam coolers. Partner with other cities--that way if this happens again you will be able to get essential supplies such as ice. Also partner with radio stations to get the information out. When you don't have power--TV is useless to us. Also, it would be nice if the city could broadcast with AEP,
More organization, to have a plan in place ahead of time because communication during the outage
Detour signs, signs indicating equipment parked in the road ahead (coming up Rivermont to Oak Lane was a bit scary until they moved that piece of machinery). Overall, I think the city did a pretty good job
An emergency text system via cell phones/smart phones (similar to what was instituted at VaTech) could pass emergency instructions to City residents. Citizens could register their cell phone numbers with the City - this would be an "opt in" service. The City could send out broadcast text messages and
8 days was a very long time without power the crews that came to Lynchburg to help were wonderful More places to get ice would have helped older people had a hard time in our neighborhood
Use a phone system (like the school system uses to communicate with parents and employees) in emergency situations. Designate a radio station that will be the one to listen to in emergencies-they in turn would agree to broadcast information every 15 minutes (or constantly or every 30 min.-whatever
Finish cleaning up.
Have a back plan for the emergency back up plan.

Many streets, including mine still need a pick-up- the city needs to a lot more manpower to the clean up effort. We are now running a risk of having a huge brush fire
Use more people and equipment for cleanup.
Instead of the people in the community sitting in their houses complaining, whining, spouting of at the mouth with anger, get off their butts and help someone:)
I think that something definitely needs to be put in place going forward as an alert system. Many people without power did not have cell phones, laptops or even a radio. Shelters were open and some had no idea. If an emergency would have occurred, how would they have let someone know? I was lucky enough to have a cell phone, however I did not have a way to charge it. Small things that make a
Lynchburg has amazing resources, they should utilize the technology available to make the community
Cell phone tweets and e-mails would be all. The City of Lynchburg did a GREAT job after the storm.
Detail communication on cleanup information would be helpful.
have an actual plan of action in place BEFORE disasters like this happen for each type of disaster ex. in the event of an earthquake, or any sort of major storm . Each plan should be able to be mobile and
City needs to sit in on a Thomas Rd volunteer coordination meeting to see how to get people and resources together in a timely, organized fashion. **Ask us about the city employees on a regular day. I have alot to say about that too!**
1.See above #3. 2. I never did know exactly whether volunteer help was requested. If there was a call for volunteers, other than employees who needed rest and who would be paid, let the community know that. We do
Some emergency Lines for us to call..The storm warning was quick and slight. My daughter and two small pups were entering Campbell Ave through Langhorne to our residence. Everything was black and I was trying to reach them.We are not to call Police Station or 911..so where do we get information. All lines to TV stations were busy..Either knocked out or busy phone lines. I had a monstrous tree on my house and the damage is terrific..I lived in the last motel room I could find for a
Is there a plan to coordinate with Westminster-Caterbury and nursing homes to take care of vulnerable populations? Is there a city-wide plan to coordinate the efforts of NGOs? s there an emergency communication plan for reaching the public during a prolonged power outage? Climatologists predict
none
The city of Lynchburg needs to have a emergency group of people who can plan everything out ahead of time. so when another storm bits they would be ready and have a phone line set up for calls to come in from ever one than have the police lines over worked .there lines where used so much for falling tree limbs and lines down that it was hard for others to get through with medical problems was to much for
Demand better communication from providers like AEP and have them provide better communication to the public. Hold their feet to the fire. It was unacceptable it took 8 days to restore our power while no one could give us specific updates or information. My smart phone has more computing power than the first moon shot - surely AEP could have provided better status updates and maybe the City can
I hope that the city can figure out some way to communicate to the citizens about what is happening and how we can find out what is happening. Unfortunately we on our street lost power and land telephone service and did not know what radio stations to listen to even though we did have a battery operated radio. I do believe we all need to have an emergency plan in place now that we have experienced this catastrophe. Can the city prepare a program stating what we need to do and
So many were without power and internet or access to any information. I think coming up with a plan to get information out to large numbers of people in a situation like this will be important for the future.
I have none because I depend on them to help me and other during these kinds of incidents. I am
There needs to be a way to communicate with citizens absent power. I think the News & Advance was the only way for my family to get any news.

some type of door to door or community canvassing to share information in writing. Maybe a truck wih loud speaker and those available to hand out leaflets or written info/ resources, etc.
Put a list in tax bills of what people should have on hand in case of emergencies. Most people have/had no idea how to survive such a disaster.
I can not think of anything else but for the water and ice. I pray it does not happen again.
Using social media as a communication method.
Cut down some of the trees especialy those that are too close to the power line.Tream their blanches as summer start.Also plant trees that are easy to manage throughout the year.
Embrace One for Another (program of United Way) for volunteers - it could be a good source of volunteers and communication for organizing and reaching out to people who wanted to help. the director is a member of the Vol Ctrs of VA and many of them do have disaster recovery elements to
Lynchburg Amateur Radio emergency net could have been activated to be an additional communications link between hospitals, LynComm, police,fire, etc. Ham radio operators were ignored in the recovery efforts. A local radio station or stations - one AM, one FM - needs to be designated as
While Thomas Rd. stepped up and filled enormous gaps in the demands for services such as water, ice, shelter etc., we need to be prepared for a situation where they and others are unable or unwilling to do so again. How will all those people who they helped be served again?
Perhaps if a situation like that were to ever occur again (I sure hope it doesn't!), an automated call could be made to the people without power as a way to provide information. I don't know if AEP has every customer's phone number, but I do know I was left in the dark (literally and figuratively) on what I
Cannot think of any right now.
Does Lynchburg have an emergency text system? If not, that might be a good option for those that

After Action Review - June 29th Storm

Did you work in some capacity in the storm recovery process?		
Answer Options	**Response Percent**	**Response Count**
Yes	88.5%	123
No	11.5%	16
	answered question	139
	skipped question	0



After Action Review - June 29th Storm

What did you do? *Responses: 133*

Worked in the shelter
worked shelter
Worked 2 shifts at shelter
Fire Department response to calls for service
Emergency Communications in Public Works
Unfortunately, nothing out of the ordinary. I was available if needed but wasn't called upon.
Left town
worked at the library with no power and no ac getting materials picked up and put away
This may not qualify as working in the storm recovery process, but I did come to work the Monday and Wednesday while the power was off both at the library and my home.
Reported early Sat and continued as needed to assist in maintaining operations.
Setting up shelters and deliveries for water supply
Coordinated the fuel truck to go around to all the generators and fuel them for the first 72 hours then on a daily basis until all power was restored. Maintained the Memorial Ave Fuel site since we were going thru fuel quickly. Ordered 4 loads of fuel within the first 5 days of the strom when at usuall pace only have to order 2 loads a week. Also, service writer for the vehicles coming down to be worked on.
Mapping / Damage Assesment
Modified the TrakIt System to create new storm damage codes and permit types. Created custom screens in Trakit for the assessor to enter property damage estimates. Created queries to push this
helped staff the emergency shelter
Worked at shelter
Assisted at Sandusky Middle School
Helped Operate the Shelter at Sandusky Middle School
Shelter Worker
help with logistics,refuel generaters @ the fire stations deliver water and ice to stations
I am still keeping track of all of the contractors' hours, equipment, numbers of loads and cubic yards of
Worked at the shelter at Sandusky Middle School
Worked at Sandusky Middle- Shelter Site
Public Works Emergency Operation Center Supervisor.
Field Ops, patrol
talked on the radio and phone a lot!
I was on Vacation and came back to work after the storm
Fire/EMS, clear trees and transport people. Ran a number of fire related calls.
Dispatched and worked in the EOC
Off duty stafffing as well as increased response during recovery
Damage assessment coordination (ESF 18) and long term recovery planning (ESF 14)
Provided press releases and storm updates to Neighborhood Watch Groups, Website, and Facebook.
Worked the shelter
Shelter Friday night, 7/6/2012
I worked the opening shift at the Heritage High School emergency shelter and scheduled roughly ten neighborhood center staff to work the shelter 6/30 - 7/6. I also scheduled staff to offer open recreation at three neighborhood centers from 7/2 to 7/6 and staff to work at two neighborhood cooling stations on

MEDIC 8/E8 Cutting trees
Opened the cooling center at Heritage and worked through the transition to emergency shelter, performing many of the shelter functions. Made contacts to have emergency medical personnel on-hand. Remained in contact with shelter representatives at the EOC. Worked to make sure residents were taken care of and was able to see some return to their homes the same evening when their
2nd shift shelter operations, 3pm-11pm
I volunteered to work at the shelters if needed. I also put in over 150 storm reports for Code Trakit and helped GIS with some pinpoints on their map. Helped issue permits to the contractors or home owners
Fire and EMS
Fire and EMS
Regular duties at wastewater treatment plant
Patroled the streets looking for hazards and notifying the EOC.. Helped clear downed trees from
medic unit and fire apparatus, not alot.
Worked at an Emergency Shelter
3rd shift Shelter work on 7/4/12 and 1st shift at DSS on 7/4
Shelter
Damage Assessments
Find and report downed trees, power lines and other hazards in roadways and trails.
I worked at the Shelter at Sandusky.
worked at the shelter and attended a meeting at the EOC
Shelter support
Storm damage assessment/Volunteer community center
Staffed the Sandusky Middle School shelter and Yoder cooling staton
cooling center volunteer
worked at the Sandusky Middle School shelter on Wednesday, July 4th.
Volunteered at the Sandusky Middle School Shelter
I oversaw operation of the mobile ER at TRBC, served as the EMS Battalion Chief on the latter end of the storm and subsequent power outage issues.
LynCom - Communications & Volunteer Coordination
Reviewed damaged Real Estate
Shelter Helper
Provided administrative processing for repair of city equipment used in storm clean-up, coordinated needs with Dave Owen, gathered financial data for VDEM, worked with all Fleet employees to ensure
My position required me facilitate the needs of the residents we serve in various capacities. This helped to ensure they were taken care of and allow staff member to assist with Shelter support.
attended the 1st, Sunday, meeting at EOC; kept basic library operations functioning at the main library until the power was restored and we reopened at 1:00 p.m. on July 4. Over 2,500 items (books, DVDS, CDs, magazines, etc.) were returned through the book drops, Saturday-Tuesday. Worked with IT
Bring the Internet and Network access back up of lot of locations
Police service planning and mangement
Shelter twice.
Worked with B&G in getting the Cots,Supples, Blankets to the Shelter.
Public safety
Emergency Shelter
Emergency Calls
Shelter shut down at Sandusky Middle

worked at the shelter
Ran emergency animal calls and emergency shelter
Eddie and I spent about 10 hours inspecting damaged vehicles.
Storm assesment of infrastructure, facilities, City property and structures.
Called in to work and had day off canceld
Worked at Sandusky MS
liaison between ApCo and the City
worked the shelter
Worked at Heritage High School and Sandusky Middle School when they were open as relief shelters. Also worked a Sunday at Yoder Neighborhood Center when it was open as a cooling center.
I worked in the group home each day. It was also a payroll week. We did have four employees work in
Helped staff the shelter at Sandusky
WORKED AT COOLING CENTER
emergency shelter assistance
ensure safety during damage clean up. Provide water and ice, safety PPE, etc. to crews. Tracked
Manned the fire vehicle repair shop. Assisted with the shelter at Heritage H.S. Made numerous shopping trips for logistical reasons to aid the Fire Dept. Took fuel to Lyn-Com's radio tower generator
Worked at the shelter and coordinated reporting
Visited the community centers (both closed and operating) and threw out the food in the refrigerators. We noted any problems in the buildings or grounds, and reported back to supervisors regarding the
Yoder Center Volunteer
Assist participants of the Shelter and was a med aide
Reported for regular duty & assisted @ SMS shelter
Manned the Agency with so many people working the shelter
Shelter and regular job
I helped make the first calls to get everyone here. Then i started cutting trees. Helped with the debri
Shelter 3rd shift, 7/2/12 & maintained regular work
Assisted at the emergency shelter
Fire/EMS
Staff Shelter
Work at the Sandusky Middle School Shelter
Worked at the shelter
worked the emergency shelter at Sandusky one shift
Worked in the shelter.
Rode with an inspector doing damage assessment
Cooling Center July 8 4-6 pm
staffed shelter
Mapping support
SHELTERS
Worked Saturday with water plant superintendent and standby field crew opening zone division valves to allow Fort Hill tanks to refill while pump station was without power.
Hauled brush, cut trees, repaired inlet boxes, repaired water mains
Was not involved
Assisted in IT
Worked at the Diamond Hill Shelter (not working when compared to what the Streets people had to do)
Handled higher call volumes at DSSS in the APS unit and worked a shift at the shelter.

Shelter
Shelter
I worked my normal job with my normal duties
shelter on saturday, snap replacements the 7.2.12-7.11.12.
Checked and maintained the safety and security of museum system properties, cleaned up debris, etc.
work at my job
I worked at the Sandusky shelter.
Starting 6/29 coordinated with various departments to provide generators, technical resources (to fix generators), communication with EOC for fuel deliveries in order to keep power up at various sites for
Helped design Damage Assessment calculation in TrakIt and assisted in storm damage assessment
assess property damage
Registration
worked one evening at the shelter
Cut trees, cleared brush
Shelter
Worked at the Shelter
initial response and damage assessement, notify upper management and participated in briefings. As work progresses obtained safety supplies and equipment necessary for work outside of normal
I was on vacation
Engine, OT on medic 3 shifts
worked at the Sandusky Cooling Station

After Action Review - June 29th Storm

In your opinion, what did the City do well? *Responses 133*

Opening the shelter, opening cooling shelters, providing information to the public
Have all needed resources for the shelter
All departments worked well together. Communciation was good with regular EOC meetings. People really stepped up and had ideas to address the many problems brought on by power outages and the
I know that Public Works employees worked really hard in the field to cut up and pick up trees/brush
Open the EOC and get the directors talking, planning, organizing. Also, Public Works was able to
Since there was no power at the Library (and I have several weeks of unused vacation time), I chose to get out of Lynchburg for a few days.
keeping the shelter open, doing the brush collection
Cutting trees, clearing brush
Communications were well handled.
Just about everything - all departments. Good public information process.
I think everyone did a remarkable job.
Put an emergency plan into action within hours after the storm had hit. The employees really came together during the crises and showed what an awesome job we can do!
Yes
Kent White and Greg Daniels worked together to coordinate with me what IT could do to facilitate capturing data for storm damage. This reduced trying to modifiy several systems. The Trakit system was designated as the system of record to record damage to personal property and was utilized by several departments.Additionally I would like to commend Public Works. Starting from Saturday, I saw numerous crews daily working in the heat to help recover from this storm. For over a week after the
quick response; shelter ran smoothly; good cooperation with Red Cross; good call to pick up yard waste more frequently and allow people to throw away refrig/freezer spoils with no trash tags
sacrificed time, great customer service to citizens, good teamwork, demonstrated urgency and good
Got staff organized to help in areas outside of their regular work. Got important roads cleared. Updated community on availability of cooling centers, power outage status, advising where to get water
Swift response, Provided a wonderful facillity for the shelter operations, Kept individuals up to date with
Kept citizens informed as to how the recovery was going. Opened shelters as soon as it was identified
Fast action to citizens of lynchburg with recovery to their needs
The crews have done an awesome job of cleaning up. They responded quickly and worked in horrible conditions but never lost the smiles off of their faces.
Quick response to try to meet needs of citizens during the crisis.
To come together at a time of need to assist the many that were without power
Respond quickly; ensured the safety of the citizens by immediately responding to debris in roads.
yes
Brought in additional contractor equipment at the right time. Cooperation throughout DPW was at an
Cleaned and opened the streets in a timely manner
The only thing is set up cooling stations and people to stay.
I believe that upper Management handled this crisis very well. They met a couple of times each day to communicate issues and what to do about them. The two shelters that opened were done well. Our management at the 911 center kept us to our regular 8.5 hour shifts and for this I am grateful.
engaged in the EOC. I have extensive training in EOC operations. The city did well engaging the

Worked together; involved partner organizations; created a communication framework; so many people went above and beyond every day to get accomplish tasks in difficult circumstances
Great communications, and good effort on cooling centers and shelters.
DSS staff that worked the shelter were able to have it organized and running smoothly.
From what I saw and experienced, yes.
In my experience in the shelter/cooling station, City staff responded with little reservation, providing a sense of stability and safety for citizens whose needs were not otherwise met.
MOST EVERY THING WE ALL DONE
City workers from all departments seemed to step in without hesitation. The successful response to this event is the result of all the parts working together. Many people worked sacrificially.
Preparing the shelter for occupancy.
I think the COL did an excellent job.
Fast service and prompt cleanup
Fast sercice and prompt cleanup
The work force pulled together and worked as a team to assist the citizens of Lynchburg.
Clean up by public works? was awesome. Coverage of shelters & assistance to shelters appeared to
I think the set up for the shelter was very efficient
Cleaning debris from streets, maintaining safe water, and shelter operation
Yes
Visible, active response
Yes
Given the massive need for cleanup, I thin the city did exordinarily well. Each day you could see progress and people working together for the common good. I aplaud those in change for setting city employees to task and I am een more appreciative of those who labored endlessly in the hot sun and dealy heat. I stopped several times to thank workers for their efforts and every time found them to be
I think the The City did a good job during the storm trying to get the word out to the citizens about where to seek assistance. I truly want to say that the Public Work employees did an outstanding job in the recovery process, I did not hear a single negative comment when asked how they were handling
Amazing
Everything-great response
Reacted and deployed quickly: Provided frequent news releases with updated response information; Partnered well with other organizations such as TRBC/LU, Red Cross, GLTC, AEP, Schools, et al; Created a common workforce mission - I especially liked the "solidarity" decision to move the July 4th
responding quickly to a need within the community
I thought the shelter was well organized when I got there. Cindy Kirkland, Tamara Rosser, and Kim Payne stopped in at various times thoughout the day to check on the workers and citizens. The cafeteria staff prepared boxed lunches for utilities, fire and rescue and police.
Yes
Opened up the streets as quickly as possible. Responded to the numerous 911 calls quickly and efficiently. Opened up a cooling center quickly then saw the need for a shelter and made it happen. City employees stepped up quickly to help with the volunteer effort. We just plain loved on everyone!
Community Development performed outstandingly. Being able to view reports in the Trakit system & GIS maps I was able to stay on top of my asignments.
I thought the response was handled very well

1. Worked together as a team, and did so cheerfully - even though all of us were suffering from the storm's effects also. 2. Immediately provided cool shelters, water, food, medical care, showers, necessities for citizens. 3. Assessed damage & prioritized all safety issues. 4. Immediately addressed and cleared up safety issues. 5. Medical/Dangerous Emergencies and calming the fears of the
The City, with its proactive approach appeared to be well prepared and was quick to respond to citizen
Issuing daily communiques (though many could not get them due to lack of power). Provide the shelter and welcomed TRBC's efforts immediately,.Brush collection. Emergency response, Water
Provide food and shelter to all citizens who did not have power.
Everything
Cooperation among city departments and outside agencies
The city did a better job of the shelter than the Red Cross. With that said, the plan that we have trained for years was not followed. There are teams set up, but was not followed. Volunteers where asked for. I feel this was wrong. It's part of our contract and each one should have been asigned a time. The way it
We all came together in a time of need.
All dept pulling together.
everything
I think most departments responded appropriately, public works in particular needs to be commended
quick response to citizens in need
Communication was excellent and most people were available to answer the phone.
I thought the City response was excellent.
Yes
sending out updated information on status
serve the citizens
Safety
first response was good
EXTREMELY WELL
Always plenty of City Staff on hand which was nice to see. It was also great that the city reacted promptly after the storm by opening up shelters and cooling stations/
Open the cooling centers. Provide transportation. Call off the 4th Holiday. Call a "state of emergency"
Surprisingly, things were organized quickly. rees were cut, roads were opened, people were sheltered.
ORGANIZED ACTION PLAN AND VOLUNTEERS TO MEET NEEDS
opened the shelter, coordinated food reserves, provided access to electricity and cool space
debris clean and pick up multiple times throughout City
Pretty good response in clearing brush and getting shelters set up especially in co-operation with
I think City staff reacted quickly to start getting roads open, opening a shelter, contacting Red Cross
Managed public safety well. Did a good job of communicating information to the public as it became available, given the lack of electricity.
Pick up brush
Coordination in an expedited manner in opening and having staff available to assist indiviuals/unload materials and recovery following the storm.
The overall response was good and timely.
Came to the rescue of our many citizens, by opening up the shelters.
provided resources fo citizens
I think for the amount of personel we have left. We got alot of the work done in a safe manner .
Quick decision-making, updated information as available
Quickly assessed the situation at hand, planned accordingly and utilized all available resources to aid

Public works/streets did an excellent job getting critical roads re-opened and cleared for us to be able to access some of the people that were critically ill post storm.
opened shelters quickly / blocked roads for safety
Maintain the extra trash pick-up, clean up trees and more
Staffing of shelter
City was quickly picking up trees & branches left at curbs, but now that seems to have slowed and
Signage and clearing streets of fallen trees. Kept water service.
Just about everything. Considering most of us did not have power at our homes, to come in an work like we did was amazing. JoAnn's office did well at getting information out. Unfortunately it was hit or
Public Works-Great Job
Glad to see getting more employees involved, not just PW, Public Safety and DSS. Rapid response, employees kept positive attitude during event
Immediate response, thorough response, communicated well with AEP, reassured citizens, recognized severity of problem quickly, worked together well across departmental lines.
COORDINATED VOLUNTEERS
From what I observed, I thought City workers who came on Saturday/Sunday (and it was very hot those days) did exceptionally well in debris removal and getting essential services up.
The city work force responded well I had serveral employees call and ask if they were needed. Some employees were scheduled off tat week showed up for work because they thought they would be
They were quick to open and staff shelters
Very responsive and positive employee attitudes
I think so. Based on the massive amount of debris the City was left to clean up, I feel the City has done
City did well with keeping citizens informed and with the location of the shelter.
Ample employees to cover he shelter
Provisions at the shelter were above average in my opinion. Clean up process seems to be continuing
response time was impressive. cleanup was also impressive
Excellent response across the board
pull together in the time of need
Brillantly!
Get a fuel truck from Region 2000. Jerry Kelly was extremely helpful in a number of situations. EOC has coordinated well, but should stay open 24/7 in emergency situations.
Responded quickly and kept the public informed
yes
excellent
yes could have been better if the shelter teams had been used
Organized and mobilized rapidly. Provided or acquired the necessary resources. Good
Pulled together to manage the shelter
The staff from Social Services has had yearly shelter training and that made a big difference in how we
worked well with outside organizations. If the situation were a little different and the outside agencies could not have stepped up like they did the situation would have been very different
Worked efficiently to get the city functional
Manage patients, cooling centers, attempt tree removal without lines
pulled together to provide needed help/ service to the community
I appreciate the liberal policy about bulk brush pickup.

After Action Review - June 29th Storm

Enter any additional information here: - *Responses: 61*

Employees still came to work even though they may not have had power. AMAZING!!!
The latest copy of the City of Lynchburg Emergency Operation Plan held by the Library is dated 1989.
Maintained water service throughout.
I was impressed by everyone hard work and dedication. Hats off to streets and ground workers who
Susan Ward made similar changes to Lucity Work Management to capture storm clean up data for
Depts. did great job at working together
having a place to recover from heat was essential
I am incredibly impressed and proud of the work that the crews have done and the attitudes that they
The City moved rapidly to moblize employees to help out in a variety of ways.
It was my first time working in a shelter, but I really did enjoy it
Feeding the crews 1 simple meal for their 12 hour shift paid big dividends.
Thomas Rd Baptist Church really shined during the City's time of need. GLTC helped out with the busing of people who had no other means of transportation to the shelters.
The "buy in" from all City personnel and partners was just outstanding!
I did not find the Red Cross was helpful in the process. When the shelter was changed from Heritage to Sandusky Middle School the (4) FosterCare Staff, (1) CPS staff and (1) CSA staff had it going and organized. When the Red Cross finally showed up almost 45 minutes after the shelter opened they
Glad to be able to help. Hope we don't do this again soon!
It was difficult to schedule staff for the shelters for a full week in advance because the daily needs of the shelter changed. In the future the City should consider alerting staff oto be on stand-by; then,
The city done well for what we have.
I appreciate the opportunity to serve in the capacity that I did. The emergency operations scenarios are no longer hypothetical, and we can apply real-life experience to the development of action plans.
Alot of the occupants did not know anything about the shelter, TRBC was advertised over the existing
We did any and everything that was asked of us to do.
The workforce cutting the trees did a great job at clearing the main roads.
Todd Jones did an excellent job with the pet shelter.
It made me proud see to be a part of the city and see the results of a community coming together to
We did our role as City Servants and put our communities needs about our own to help those in need.
I commend Thomas Road Batist Church for opening their doors to the general public and providing discounted meals at the LU cafeteria. Also, some local organizations including The Salvation Army went to some of the housing complexes and passed out snacks and water. Their combined effort with
I am proud of all of my co-workers here at the City!
I was truly impressed with the way things came together inthe fae of great adversity. The School's quick and expanded response was wonderful. TRBC and Centra partnering so quicky was fantastic. It
The Red Cross didn't appear to have a clue what to do and Heritage High School is not a good place to have a shelter. The pet store was not nice to the worker nor to their pets. The shelter for pets are a great idea. This whole thing was not organized. I was upset about working the holiday. I felt this was to save call back pay money and not really a necessity. I have alot of time and don't need to have the
At the Shelter when a truck back up everyone helped to unloaded the supples.
Dept building are not ready to operate w/o Electrical power.
n/a

I think Liberty University needs to be commended on their response to the community and the services they provided, they certainly are a huge piece of the Lynchburg community
I would like to thank the city and especially the Lynchburg Sheriff's Dept. for it's support of us during
Considering the widespread damage with no previous occurences of such the City did a fantastic job in responding to customer and citizen needs. The service provided to our community was much
Unpresidental response and clean up efforts were taken
USE RADIO STATIONS TO GET INFO TO PEOPLE MORE FREQUENTLY
Red Cross was not the leader in this operation.
too many tree contractors dumpind dedris into/onto City streets multiple times
The Fire Dept. activated ALL of the Medic units to serve the needs of the citizens especially in areas that would be virtually cut off from normal responses (Boonsboro). However we had no ambulances in reserve to readily put a crew back in service when equipment failures occurred.
I think the City also coordinated well with TRBC and other groups helping citizens.
Please cut more trees now ...must consider this !
The City overall expedited all services in a timely fashion. Our whole organization did not miss a beat in providing the community with the essential to get through the situation. All departments did an excellent job in meeting the needs of the community, but Public Works is high on my listing as to what
This provided food, air, water, and sleep for alot of people that badly needed it.
I think upper mangement needs to remember public works need employee too. I also think we need to be consider when raises are given to other deptments.
n/a
Set up cooling shelter quickly.
I'm not a city resident and wasn't hit hard by the storm. However, generally everyone else that I know was impacted greatly. One of my close friends, a city resident (and often critical of the way things are handled) told me how impressed she was with the city's response and the hard work crews put into
OFFERRED MANY NEEDED SERVICES
I personally did not see the worst hit areas on Rivermont and Link where the clean up effort must have been way worse than the areas I saw.
Never heard anyone complain about working
i think the city's overall response was pretty good.
That being said, I was very surprised at the chaotic nature of the employees working the shelter. I was VERY surprised how little people knew and how disorganized the process was. After disaster training at DSS, I expected to go in and have a good idea of what to expect. This did not happen.
initial response time was quick and decisive
City workers were wonderful at the shelter, I was impressed as to how we all worked together and showed such compassion for our fellow citizens. .
we had had teams set up and the list was not used
EOC and leadership team were great.
City Employees worked well together and managed the shelter in my opinion better than the Red Cross. Red Cross employee were really "just a presence". City employees did all the work.
The RED CROSS personnel at the SHELTER had no clue how to run a shelter. THE RED CROSS training we had did not match how the RED CROSS staff handled the shelter
The guys working in the heat in excess of 12 hours a day should be commended!
n/a
Questions 3 and 6 are demanding a "positive number" as a response instead of a text response. T

After Action Review - June 29th Storm

What could the City have improved on in its response to the storm? - *Reponse Count - 115*

Better communication between Social Services and the Red Cross, they were not very communicative and it should have been a joint effort
More set rules and regulations of the shelter and better organization. Registration was very disorganized. More organization of teams to respond. Better guidance from the previous shift as to how things are operating. More supervision of restricted/limited access areas.
The shelters were not properly organized therefore all shifts were over staffed and there was an anbundance of supplies/food wasted. (ex: breakfast was served from approx. 8 a.m. until lunch time, depending on when the occupants woke up and lingered into the cafeteria. There needs to be a timeframe/schedule as to when the food is prepared/ready to serve/ put away. Also, there were employees that refused to work it (with NO repercusions) which made others work double shifts.It is my
The one thing that concerned me was the length of time that Rivermont Avenue remained totally blocked in front of VBH. I know it was a complex problem, but that roadblock could have caused major problems for emergency responders if there had been a structure fire north/west of there.
I can't think of anything that could have been improved on.
How it interacts with the "non-essential" staff to assist. The website updates were good but didn't start until a few days into the storm recovery. Also the request for staff at the shelters was several days into
Communication: where to go for ac, shelter, water, food. The only reason I knew downtown & Wards Rd. had power, was because I got out of my car and spoke to a policeman who was blocking a section of Langhorne Rd. that hadn't been blocked a few minutes before.
communication we always felt like we didn't have enough info
Have citizen information on the local news, where to go for ice, cooling centers
I didn't experience anything that I thought the City needed to improve.
Not sure water resources could have responded much better.
Nothing, everyone provided great service in an horrible situation
Helped out employees that did not have any power days in and days out that was working 12 hour shifts and still trying to provide for their families. Examples: Get with a hotel(s) and reserve rooms for employees preferably at a discout rate if possible. Or set up a center for employees only that would be
Should have activated additional funcitions of EOC, particularly, post disaster recovery and should have started damage assement directly after of soon after event, not 3 days after.
We need to have some kind of first response text message or email go out to employees. Most of us didn't know what was going on until Monday. I think that so many traffic lights being out was problematic. We need some kind of backup power for lights or police officer's directing traffic.
Communication - City should develop something like a facebook page or emergency email list to communicate with folks in these situations. Even though I had no power, I found ways to charge my phone and got most of my news and updates from friends on facebook. Who has battery operated
Better prepared for those with medical conditions, have medical staff available 24-7, better understanding of roles between Red Cross/City, provide a little more structure to site, utilize resources more efficiently (not have 7-10 people overnight), communicate needs more effectively(I learned about shelter through Facebook and would have loved to have helped over the weekend when the need was
Better signs from main roads to Red Cross shelters ie schools, or cooling areas..
Better communication and team work with Red Cross respondants.
the response was good

I think they did great and would not change anything.
It may be helpful in the future to allow individual departments to evaluate how their staff can optimize workers' time. For example, in social services, benefits staff were asked to work in shelters and they may have been more productive being back in the office assisting clients coming in for food recovery applications. When the numbers of people using the shelter dwindled, we maybe could have re-
Nothing, I think we did an excellent job
The City should utilize the Incident Command System process. There needs to be a citywide Emergency Resource List. This list would have all employee's names, numbers, & assigned task(s). This process is used for Public Works snow removal operation. This way employees know there
better communication of information to citizens, maybe an emergency radio channel?
Contractors working for homeowners were constantly piling debris and large logs on the street for the city to pick up. So residents were paying (probably high prices) to get trees cleaned up and instead of the contractor disposing of the debris, it was simply piled on the street for the City. This means that the City was providing free support services to tree workers, some of whom were from out of town/state. Perhaps, PD could have been involved to limit this occurrence. The impact of the large additions of
Taking care of the people working the days just after the storm
The correct EOC people wasn't in place. The system was not used as it should have.
I'm sure AEP was busy elsewhere but it seemed to take them some time to get workers in this area. I'm not sure the City could have changed this but I really felt bad for the patients in the nursing homes
Communications to the public with predicted recovery.
Activate additional resources earlier in the event (IT; ESF 14 - Long Term Recovery Planning staffing; activate additional staffing for ESF 18) to help coordinate initial response and data needs; clearly communicate ICS strategy (was not sure who served as incident commander and command staff -- or
Citizens requested more phone calls with info.
The same city employees should not have had to continue to work the shelter.
Communication at the shelter was poor (at least initially). There was no identified central location/person for information. Our relationship with the Red Cross was unclear. Overall, staff stepped
n/a
There was some confusion in the beginning about having significant directional signage for the cooling station as well as multiple methods to communicate to those without electricity.
Making sure everyone knew there disaster teams. The red cross training we had received did not imulate the actual duties or functions of this present shelter. Some of the Red Cross staff did not utilize
publicizing shelters
WSET seemed to be informed. Pass same info to radio media. When the power is out, people can't
Every morning debriefing (10-15 minutes) for all city employees - using incident action planning with fema worksheets. This is so all employees will have some idea of what other depts are doing and may
In past years, Social Services kept an up to date list of Shelter Teams. It was my understanding that these teams would be the "first responders" for Shelter Operations and that participation was mandatory. I think that keeping these lists up to date and requiring participation in shelter operations would make it easier to staff the shelters. It appeared that soliciting volunteers required a great deal of time and effort. Although I understand that a lot of employees willingly volunteered, it would probably
The Red Cross staff present in the shelter on 7/4 were not from this area and were not familiar with the operations procedures we received training on. Why were Red Cross personnel from other areas

LDSS has an excellent plan in place for shelter call out. We just need to ensure that our information (phone #s) are up to date. We need clarification from Red Cross as to their role because all of our training Red Cross was to take the lead in the shetler but they were not prepared and deferred to our staff. Also, there needs to be a better way to address the medical needs of residents. We were totally unprepared for large residents to be dropped off from the Jefferson St with medical needs, oxygen,
The most common complaint from citizens and businesses: "Where are the police?" or some variation of that sentiment. Also, it seemed like we did not follow ICS protocols to some degree in regard to communications and chain-of-command. There seemed to be duplicative activities that evidenced a lack of coordination and poor communication. ICS protocols are intended to avoid exactly that. A good
As we were without power for almost 8 days and unable to drive out of our neighborhood for 4 days I really can't comment on the city overall. I do however think we need a better system of communication to let people know about the shelters, available ice, meals and bus transportation. What about neighborhood updates at a certain time of day? Can neighborhood watch people be used as key contacts at time like these? Even posting flyers on remaining AEP poles with updates and
I think the City responsed well because of no advance notice of the sotrm, maybe putting more flyers in gas stations, stores and more in the community if possible, I don't know how to do that but I am sure there are better ways to notify each community where they could have seeked assistance, since they
We learned from this. I believe everyone did the best we could and will only improve. The way we communicate is always the key to improvement.
Work toward a little more preparedness about exactly what to do
I'm not/wasn't involved enough to comment on the operational response; Could have involved more of hte non-emergency workforce in activities such as distributing flyers in areas without power or backing-up/relieving administrative support staff in the departments directly involved; Could have ensured
not sure? its hard to be ready for the unexpected -
Visible signage directing citizens to the shelter. I knew the general vicinity of Sandusky Middle School, but had trouble finding the side street that lead to the entrance to the school.
Finding additional ways to notify city employees that their help was needed sooner. EX: radio stations,
Communication was almost non-exisitent to the community in the beginning. Even cell towers were effected. We need to never forget the "old way" of communication - even going back to the Paul
Only complaints I encountered were radio communication
This is not a criticism - it is just something I don't know - I felt well informed because I was reading the briefs prepared here at the City, but I don't have a take on how other people would have stayed informed - those without a workplace that had power or a home without power.

1. Initial communication on Friday night, Saturday, and/or Sunday - I returned to Fleet while the storm was still going on, ready to do whatever was necessary for the City but I had no idea what to do b/c no other employees were at work yet. So I made my way back to my home, but I stopped and asked City residents who were outside if they were okay as I drove along. Folks I spoke to were fine. I would have tried to find help for anyone who needed it. My home phone line was out and cell phone service was intermittent. I never heard a word from a single City employee the entire weekend. I learned from facebook that City employees were working (while getting an internet connection at a restaurant on Sunday). So, I called and spoke to anther employee and I came into work and everyone else had already left. I suggest having ONE CENTRAL location for ALL employees to report to/gather at if phones are down, regardless of which City department they work in, in order to begin helping where needed until they are needed within/by their own department. 2. Another problem with this storm is that the damage was minimal where I live, which is right on the outskirts of Lynchburg. I had no idea how severe the damage was deeper within the City. I only saw the damage that was along the route I take to and from work. The gravity of the storm and its effect on the City's citizens was not apparent to me (other than the heat). Always assume employees need to be told the depth to which the situation affects the City's citizens. 3. With hindsight, we will now know how to prepare VDEM/FEMA/VDOT records correctly from the start, without having to re-do things and create even more stress and work for ourselves. 4. Is there a way to protect businesses/homes from being robbed in such a situation? I don't have an answer but maybe our law enforcement experts can think of something to help prevent this from happening. Kudos to them regardless -- because it really was not too bad as far as I can tell. 5. Don't panic and refuse to allow folks with pre-planned time off to take some of their time off even during an emergency situation. Remember, City employees are human and may have already reached
N/A
Better communicate about all the help that was available.
Radio system failure for public safety, our public safety staff was overwhelmed by the volume of calls during the initial incident response - had PD been in a posiiton of being understaffed things would have
Just have emergency plans in place and go by them.
I through things went pretty well under the conditions.
n/a
more support personnel to support our own folks especially in the emergency services and public
Try to make sure media announces shelter opening when it first opens. Stress this when anyone is
For us we need a clearer picture of our responsibilities. I was told the shelter was taken out of our responsibity and given to the Fire dept. However, our department handled everything which was ok. If we are responsible I would like to address the rules and regulations of the plan. We could work on those to be better. Also a back up plan for if EC Glass is unavailable. The humane society needed help with the generator and it took a long time to get that to them. I dont know if that should have been the
I feel the City responded well.
Police and FIre Radios
Unknown
nore activities for the children involved,
With the quick arrival of the storm, the harshness and the time of night it took place, it would be unfair to criticize the City on its response
Providing addiional servicet City employees in need. We had one employee without power for 9 days. The expense for some of these employees was extreme. I know we are service providers but maybe
HAD SIGN IN SHEETS FOR NAME, ADDRESS MEDICAL HISTORY OR NEEDS OF PERSONS COMING IN TO SHELTERS AND DATE/TIME IN
Better logistical support from City Employees in regard to shelter volunteers

not sure
Needed ICE especiall Sunday July 1, the whole area had no commercially available ice.
I think I could have done a better job having procedures in place for financial reporting. Finance staff is currently working on these procedures to ensure the capturing of costs is more efficient next time.
I wasn't involved enough in the process to have an opinion.
I never saw the City drop the ball ... great job
Our City did an amazing job, I think the NIMS training may of been highlighted somewhere in the process, but the City Departments did an excellent job. The Departments that provide public assistance may want to think about having forms for relief present immediately, this may help in
Earlier opening of "over night", "pet-friendly",medically staffed shelters.
get info about shelters tocitizens faster. Figure out how to getinfo to people if services such as phone
Nothing I think for what was done with the work load and personel we had. Dont think we could have
monitoring of - and formal reprimand of - employees who chose to still take July 4 holiday and not work in the shelter. This was very disturbing (at least two from my unit alone)
The fire dept. was left to fend for itself during the weekend following the storm, mainly saturday. Had it not been for Liberty offering free meals for public safety employees or families bringing in food the fire
Clarify who is taking lead at shelters - Red Cross? or City? Identify to whom you should report.
Having a detailed schedule for workers at the shelter.
I think it would have helped if the City had provided bags of ice and notified people by newspaper and
It was pretty scary at some of the major intersections where the signals were not operating. A police officer directing traffic at a few key places (Memorial & Langhorne for example). Communication was difficult because so many of the ways we communicate were not available (TV, radio, cell phones). The newspaper fortunately did not lose power and maybe the city could have used the paper as a way
Call non-emergency personnel earlier. Those of us without damage to our own homes could have come out Saturday. By the time we got to many locations in our area of town, it was already cleaned up. Many of us would have been happy to volunteer at shelters earlier if we knew there was a need. Personally, I spent the weekend looking for a cool place to be and to plug in my phone and laptop. I
Have a list of hotels that had electricity for workers and out of state workers
Keep the entire workforce better informed. Letting employees not on the "front lines" know what's going one, the progress being made, etc., can help unite us a team, and enable all of us to provide information to citizens. I also would like to see more "thanks" to City employees made publically. I've seen lots of articles and letters to the editor about Liberty and AEP, and while their help was invaluable,
I think a daily briefing, be it email or other, would have been great to provide to all employees. It would provide a formal source of information regarding the recovery effort. There was a lot going on in a lot of different places. Unless you were privy to the EOC briefings, I feel as though you knew only what your
Communication was difficult. I actually drove into work on that Saturday to see if I could assist not even knowing the situation (power was out, but conditions not bad where I lived). Tough to get information when power is out - and I know not every City worker has a smart phone.
Saturday and Sunday should have been like a snow event every one should have been called in and
Communication over the weekend
It would be nice if updates on the status of commonly used roads (Langhorne, Rivermont, 5th Street) were sent out to employees. Not a necessity by any means but it would be nice since Streets already
I can't think of anything. It's my opinion that the city did pretty good dealing with a situation that totally
More organization. This is the most unorganized that I have ever seen a shelter operate.
Get the word out faster about shelters and other services provided by the city.

im not sure, i don't think the response was perfect, but i don't have specific information about what could be improved. perhaps in the future maybe have some kind of coordinated effort with the city resources (trbc, the churches, red cross, the salvation army, mercy chefs, other agencies) in the event
not aware of deficiencies
Great job
I think the response was great. In the short time that we knew this storm was coming the City
Additional portable generators. Commercial power monitoring equipment at sites with generators. Better communication with city schools
We learned alot,but I believe that many employees were unsure what to do and how to help in the beginning. I recomend a storm simulation in the future to help us be better prepared for teh next event.
greater citywide police presence as deterent to attempted looting
better orignized shelter list and the Employee Emergency Shelter Number did not have a update. I called it several times on the weekend and had no Idea a shelter was set up. I to had no power and
use the shelter teams list, it would save time and confusion in trying to find workers to cover
Spare parts on hand for the knuckle boom trucks.
unsure at this time.
The citizens did not know where to go for help because they did not know where to go to find out what
Ongoing list of building that had trees, updated information on street closing
I feel everything was handled in a timely manner

After Action Review - June 29th Storm

Enter any additional information here: Responses: 56

I think the City should concentrate on getting power restored to the areas that have the higher population numbers of course after hospitals and nursing homes. Most of these individuals do not have the means to do anything such purchase generators and most do not have vehicles. They are more dependent on
In water resources,skilled competent staff, good emergency planning.
I think the need to cross training was highlighted during this storm recovery process, both in the user
maybe some more generaters in the needed places
Also, there was confusion at first because Social Services has extensive training annually regarding shelter operations, but when this event occured it seemed that we did not use the plan that was in place. I am sure there was a good reason for this, but it was confusing to the employees.
Overall, the City's response was outstanding.
Dave Owen has great organizational skills. He and Gaynelle did an excellent job of reviewing and evaluating an ever changing task list. Their management styles compliment each other nicely. They were both calm and cool under fire. I was impressed but if you tell them I said so, I'll be forced to deny it
I WAS ON VACATION DURING STORM. :) :) :)
The fire stations had no power and no one checked to see if they needed food for several days. with no power we could not cook or store food.
The fire dept did not want to bring in extra people in the first 24/48 hrs. There wasn't extra man power to survey homes that had trees through the roofs. Citizens with house that did, were complaining that its
My street never lost power but you could tell by the many vehicles parked up and down the street that we all took in as many people as we could. Everyone seemed to pull together and assist and it was nice to witness. I believe that we all learned that we are not prepared for an Emergncy!
Continue to explore methods for alternative communication strategies (reverse 911 a worthwhile budget
Could not access internet or email.
For future the Parks & Recreation activity kit should include: 1) some type of staff gear to identify workers, 2) power strips for public to charge communication devices.
My be getting the public involved more in clean up. Those who have saws/trucks ect.
This was my first experience working at a shelter for the city. After the kinks were ironed out, it proved to be a help to the community. Everyone seemed appreciative. The scheduling needs improvement. There were too many shelter lists floating around for you to sign up with, and the shift you were assigned to ended up changing several times before you actually could work the shelter. There was miscommnication in wages and information was handled incorrectly. I would like to see the teams come
The city workforce represented itself very well
Great job by all. Play like you practice. Once a year put EOC in place, practice filling out all worksheets, then send them out. So everyone knows, what they are looking at, from top to bottom. Just a thought.
Thank you to everyone involved.
I am so proud that the Ciy and the surrounding counties all helped each others out durin the storm. What
Having shelter teams already set up would help eliminate a great deal of confusion and duplicate work. Social Services had it set up at one time but it was never updated and obviously not implemented for this occassion. Several employees pulled double 12 hr shifts while others never worked the shelter at all.
I am proud to be a part of this fine organization.
As a citizen, thanks! From my perspective everything worked very well.
I have only heard the most positive of remarks from citizens about the way in which City employees responded to the storm. I have yet to hear even one single negative comment.
N/A

Establish a formal communications plan/committee that includes local media, who will define their roles and capabilities. Perhaps suggest a type of battery operated or manually powered radio (I have a Red Cross certified hand-crank model, it really helped; no batteries are required) citizens can buy to have on hand and widely distribute radio call numbers (I know only the WVTF call number easily and didn't know
It is amazing what can be done with the City coming together like it did, all of the different churchs, people giving away water and Ice asking nothing in return.
n/a
We have to respond more rapidly in supporting and taking care of our own employees, this can be accomplished through using administrative staff from city hall or other departments, can be something as simple as making sure we have cold liquids/food etc.or in my case since on 24 hr shifts to see if anything needed at the stations since living in not so ideal conditions (no AC), (limited power). I
None
At the time of the storm radio traffic was hampered with outages
In my opinion, the City Hall employees should not be considered "emergency personnel". The remaining open on July 4th and having off on the Friday before Labor Day was not the answer. The Billings and Collections Dept works emergency duty everyday, assisting our citizens with their personal emergencies. I feel it was a waste of citizens tax money. Because our office helps w/the DMV, these Labor Day closings are not only going to put out the citizens, but also cause double or triply the work
N/A
was told that thomas road baptist church was more organized and put together well. might consider having a partnership training with them in additional to the red cross training to learn together and be
Our JS employees rallied as always.
EACH CENTER BE GIVEN LIST AND NUMBERS WHO TO CONTACT FOR ANY NEEDS FOR
everyone did a great job considering the heat, most responders had no power for days,etc.
It became evident that our Fire stations were not fully equipped to deal with long term power loss. Several Fire stations have permanently installed stand by generators but they don't deliver enough power to operate all of the station. Notably there was no air conditioning for Emergency responders to
I think we need to work on staffing shelters. Staff should already know expectations and not wait for an
Difficult to get ice from time to time
I appreciate all that has been done during this process.
One thing i dont understand all deptments have back up power too there building except B&G. When we got in the frist night we didnt even have light in our building to get supplies. We had to get flash lights out just to get our tools ready, We really need backup power for the b&g building.We do appriceate how we were treated by the upper management. They tried to meet all our needs, Klaus Scheiber did a
Shelter teams and consequences for refusal to participate could have been better clarified/implemented.
Any thought about a "Thanks" day or event for City employees?
Couldn't have been prouder to be a City employee. Public works really did something special and
Primary valve that was needed on Saturday was buried under foot of mulch in traffic island at Wards/Fort intersection. I know B&G does a great job with beautifying areas like this, but please don't bury our valve boxes and manholes just to plant some flowers. There are times when access to these are needed. We did uncover three valve boxes buried in this traffic island, but ended up using a
Good job and thank you to all those who worked so hard out in the extreme heat conditions.
I think the shelter training that DSS employess participate in should be revamped. In talking with co-workers we feel that the training did not prepare us for the actual situation.
the sheltering situation was chaotic. we have opened shelters before, but not of this magnitude. red cross appeared to be unprepared for this, which was surprising. i think they need to debrief on this as well, to be better prepared in the future. trbc was wonderful!!! they actually came to us and brought us
I was very proud of everything the City and the citizens did to help out.

I was shocked at the lack of leadership from the Red Cross. It appeared they were just there to chat and put alot of responibility on the City workers instead of supporting and helping . I was asked questions from the Red Cross that they should have had the answers if I were to ask them. It really made me wonder. But we got through and it was very rewarding to know we could be of help. We are all in it
Continue our yearly shelter training
I think the City, as a whole, did an awesome, but we need to improve public education and dissemination of safety information. Take advantage of the opportunity to get the publics attention now, saturate the public with the needed information of how to prepare and where to turn in times of emergencies. Now is when you plan, now is when you prepare; and now is the best time to get the public’s attention, since this
preparedness of city fire stations prior to any storm, approiate size generators
n/a
Emergency Broadcast Info via Radio was totally lacking. I had a battery powered AM-FM radio, but there was no local information being broadcast. TV broadcasts were worthless since we didn't have power.; Very frustrating to leave the house searching for ice, etc. and sometimes being able to drive all the way back home (depending on who was (or wasn't) working the barricade) or being forced to park a mile or

Derecho After Action Report Action Items

Action Item	Emergency Support Function (ESF) or Department Responsibility	Timeframe/Priority
Continue to cross train staff in all areas of public works, water resources, and parks & recreation equipment operation	ESF 1: Transportation ESF 3: Public Works	1 year
Determine appropriate citizen call in number for non-emergency incident information (856-CITY or 211) and then develop strategies for it's exclusive use, educate public, exercise process	ESF 15: External Affairs	1 year
Identify and formally establish shelter/heating/cooling locations (including special needs requirements) for GLTC so that routes can be pre-planned and property managers are aware of the added responsibilities. Maintain working communications with all involved by having regularly scheduled meetings.	ESF 6: Mass Care ESF 8: Public Health	1 year
Develop a contingency plan for radio system issues and exercise plan	ESF 2: Communications	1 Year
Explore possibility of interface between Emergency Services and Public Works computer systems so that hazard information can be automatically transferred from CAD to Lucity	ESF 2: Communications	1 Year

Purchase generators / transfer switches for critical City Facilities	ESF 3: Public Works	Request FEMA mitigation funds for priority sites, others considered in FY2014 budget process
Purchase generators for critical traffic control signals	ESF 1: Transportation	Consider in FY2014 budget process
Purchase additional portable traffic control equipment	ESF 1: Transportation	Consider in FY2014 budget process
Purchase additional portable message boards	ESF 1: Transportation	Consider in FY2014 budget process
Purchase public/internal notification system and develop procedures for use, exercise procedures	ESF 5: Emergency Management ESF 15: External Affairs	Request FEMA mitigation funds
Update/maintain emergency contact information relevant to the ESF's operations	All ESFs	1 Year
Purchase and stockpile adequate emergency supplies	ESF 3: Public Works ESF 4: Firefighting ESF 13: Public Safety	Consider in FY2014 budget process
Budget funds for fleet improvement	ESF 3: Public Works	Consider in FY2014 budget process
Make and maintain contact with all medical facilities, assisted living facilities and nursing homes to oversee facility EOP's and needs	ESF 8: Public Health	1 Year
Continue developing, improving, and exercising ESF capabilities	All ESFs	1 Year
Additional Deputy Coordinator position to assist in developing and implementing bi-annual local exercises, ICS training, public preparedness outreach	ESF 5: Emergency Management	Consider in FY 2014 budget process
Cross train more City employees in shelter operations	ESF 6: Mass Care	1 Year
Establish feeding agreements for shelter operations	ESF 6: Mass Care	1 Year
Establish Shift Leaders for shelter operations	ESF 6: Mass Care	1 Year

Derecho After Action Report Action Items

Establish regular meeting schedules for public health collaboration between EMS, Centra and VDH	ESF 8: Public Health	1 Year
Develop emergency shift schedules based on 12 hour shifts for EMS first responders	ESF 8: Public Health	1 Year
Assist low income housing areas by providing preparedness information and pre-planning assistance	ESF 4: Firefighting ESF 5: Emergency Management ESF 8: Public Health	1 Year
Ensure public safety access to cellular telephone services during emergency events	ESF 13: Public Safety	1 Year
Upgrade LPD facilities to provide first responder rehab capabilities	ESF 13: Public Safety	Consider in 2014 budget process
Promote high level of City wide employee personal / family disaster preparedness	ESF 5: Emergency Management	1 Year
Expand City involvement in the local VOAD, include organization in exercises	ESF 17: Volunteer Management	1 Year
Update GIS station in EOC and make fully operational for support with planning, situational awareness and damage assessment	ESF 5: Emergency Management ESF 18: Damage Assessment	1 Year
Create standard operating procedures for succession and staff absences during event	All ESFs All Departments	1 Year
Consider offering ICS 100 and IS 700 training to part time employees	All ESFs All Departments	1 Year
Standardize damage assessment methodology, obtain neighborhood information, communicate with non-profits, and practice through exercises	ESF 18: Damage Assessment	1 Year

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **2**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **FY 2012 Carry Forward; Budget Amendment and Appropriation**

RECOMMENDATION: Adopt a resolution amending the FY 2013 Operating and Capital Budgets and appropriating funds to reflect the carry forward of unexpended funds in FY 2012.

SUMMARY: The General, City Federal State Aid, Community Development Block Grant, HOME, Asset Forfeiture, Technology, City Capital Projects, and Sewer Capital Projects Funds as well as the General Fund Committed/Assigned Fund Balance Reserve for FY 2013 are proposed to be amended to reflect the carry forward of unexpended funds in FY 2012. The total amount of the proposed carry forward in the General Fund is $1.7 million.

Details of the proposed adjustments can be found on Attachment A.

PRIOR ACTION(S): None

BUDGET IMPACT: As noted above

CONTACT(S): Donna Witt, Director of Financial Services, 455-3968

ATTACHMENT(S): Resolution; Attachment A: FY 2012 Carry Forward Requests to Amend FY 2013 Budget – Summary and Detail

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the FY 2013 Budget is amended and funds are appropriated to reflect the carry forward of FY 2012 appropriations that were unexpended as of June 30, 2012, in the General, City Federal State Aid, Community Development Block Grant, HOME, Asset Forfeiture, Technology, City Capital Projects, and Sewer Capital Projects Funds as well as the General Fund Committed/Assigned Fund Balance Reserve as follows:

	Adopted FY 2013	Recommended Carry Forward	Amended FY 2013
General Fund			
Operations	$105,311,900	$897,130	$106,209,030
Transfers To/From Other Funds	1,018,157	305,022	1,323,179
Debt Service	14,657,657		14,657,657
Schools-Operations	35,601,147		35,601,147
Greater Lynchburg Transit Co.	1,369,262		1,369,262
Reserve for Contingencies	700,000	500,000	1,200,000
Debt Service Reserve	2,249,857		2,249,857
Law Library Reserve	5,080		5,080
Other Post Employment Benefits	250,000		250,000
Capital Improvements	5,266,759		5,266,759
Ending Balance (Unassigned Fund Balance)	16,078,848		16,078,848
Total	**$182,508,667**	**$1,702,152**	**$184,210,819**
General Fund			
Committed/Assigned Fund Balance Reserves	**$12,059,206**	**$200,000**	**$12,259,206**
City/Federal/State Aid Fund			
Operations	$2,403,554	$61,052	$2,464,606
Ending Balance	0	0	0
Total	**$2,403,554**	**$61,052**	**$2,464,606**
Community Development Block Grant Fund			
Operations	$641,273	$9,000	$650,273
Ending Balance	0	0	0
Total	**$641,273**	**$9,000**	**$650,273**
HOME Fund			
Operations	$283,839	$424	$284,263
Ending Balance	0	0	0
Total	**$283,839**	**$424**	**$284,263**
Asset Forfeiture Fund			
Operations	$0	$198,523	$198,523
Ending Balance	29,388	0	29,388
Total	**$29,388**	**$198,523**	**$227,911**
Technology Fund			
Operations	$1,043,918	$168,171	$1,212,089
Capital Outlay	546,200	83,189	629,389
Ending Balance	1,313,775	55,022	1,368,797
Total	**$2,903,893**	**$306,382**	**$3,210,275**
City Capital Projects Fund			
Capital Outlay	$10,342,220	$530,350	$10,872,570
Ending Balance	0	0	0
Total	**$10,342,220**	**$530,350**	**$10,872,570**
Sewer Capital Projects Fund			
Capital Outlay	$2,180,000	($228,415)	$1,951,585
Ending Balance	0	0	0
Total	**$2,180,000**	**($228,415)**	**$1,951,585**

And, BE IT RESOLVED that the funds shall be used as identified in Attachment A.

Introduced: Adopted:

Certified: _____
Clerk of Council

114L

ATTACHMENT A

FY 2012 CARRY FORWARD REQUESTS
SUMMARY BY FUND

	AMOUNT
GENERAL FUND	$1,702,152
GENERAL FUND COMMITTED/ASSIGNED FUND BALANCE RESERVE	200,000
CITY FEDERAL STATE AID FUND	61,052
COMMUNITY DEVELOPMENT BLOCK GRANT FUND	9,000
HOME FUND	424
ASSET FORFEITURE FUND	198,523
TECHNOLOGY FUND	306,382
CITY CAPITAL PROJECTS FUND	530,350
SEWER CAPITAL PROJECTS FUND	(228,415)
TOTALS	$2,779,468

FY 2012 CARRY FORWARD DETAIL

GENERAL FUND

DEPARTMENT/DIVISION	AMOUNT	PURPOSE
Registrar	$641	To purchase an iPhone to facilitate mass communication between Registrar's office and Election Officials.
Parks and Recreation	$11,524	Funding for compensation adjustments for two employees.
Parks and Recreation	$1,744	To provide grants for the Batteau Festival ($1,500) and Ice Cream Challenge ($244).
Museum	$17,000	To fund expenses related to the Commonwealth of Virginia's Civil War exhibit.
Commissioner of Revenue/Economic Development	$85,569	Griffin Pipe ($57,363) Enterprise Zone Job Creation Grant, and Trax International ($28,206) Technology Zone Incentive.
City Manager	$700	Remaining funds for the City employee United Way Campaign. These funds were raised in FY 2012 to fund campaign expenses.
Emergency Services	$13,527	To fund public safety employee pay increases.
Emergency Services	$334,071	Allocate funds from committed fund balance for debt related to Central Virginia Regional Radio.
Fire	$63,847	To fund public safety employee pay increases.
Fire	$64,177	Allocate PIER funds to purchase a Technical Rescue Team trailer.
Police	$43,751	To fund public safety employee pay increases.
Police	$569	Appropriate unspent firing range revenue.
Community Development	$200,000	To rewrite the zoning ordinance.

ATTACHMENT A

FY 2012 CARRY FORWARD DETAIL

DEPARTMENT/DIVISION	AMOUNT	PURPOSE
Human Resources	$9,010	To deliver workforce training and purchase an additional module for the Learning Management System.
Human Resources - Non-Departmental	$16,000	Unspent vending machine proceeds for employee recognition events ($6,000) and employee appreciation funds ($10,000).
Human Resources/Occupational Health	$35,000	To fund additional health management activities to include 10/4-miler registration subsidy, increased nurse hours, and additional health risk assessments.
Reserve for Contingencies	$500,000	To increase Reserve for Contingencies balance to $1.2 million as indicated in the FY 2013 Adopted Budget.

TRANSFERS

Transfer from Information Technology General Fund Operating Budget to Technology Fund	$55,022	Transfer unspent funds to the Technology Fund per June 2000 Council approved Information Technology Policy.
Transfer from the General Fund to City Capital Projects Fund	$250,000	Transfer from General Fund Fire Department operating budget to City Capital Projects Fund for Fire #6 (Fort Ave. across from Miller Park) Renovations project.
GENERAL FUND APPROPRIATION TOTAL	**$1,702,152**	

GENERAL FUND COMMITTED FUND BALANCE

Committed to Juvenile Services Capital	**$200,000**	Commit unexpended Lynchburg per diem funds for new Group Home.
COMMUNITY DEVELOPMENT BLOCK GRANT FUND	**$9,000**	Amend the budget to reflect repayment of funds by Lyn-CAG.
HOME FUND	**$424**	Amend budget to reflect grant award.

FY 2012 CARRY FORWARD DETAIL

CITY/FEDERAL/STATE AID FUND

DEPARTMENT/DIVISION	AMOUNT	PURPOSE
Circuit Court Clerk	$5,644	Appropriate grant funds from the Library of Virginia.
Fire	$28,545	Appropriate additional state revenue received for the Fire Programs grant.
Transfer to City Capital Projects Fund	$26,818	Transfer funds from Economic Development to the City Capital Projects Fund for the City Hall Second Floor Renovations Project.
Transfer to General Fund	$45	Transfer unspent local match for FY 2009 Assistance to Firefighters grant back to the General Fund.
CITY/FEDERAL/STATE AID FUND TOTAL	**$61,052**	

TECHNOLOGY FUND

DEPARTMENT/DIVISION	AMOUNT	PURPOSE
Information Technology - all projects were appropriated in FY 2012; projects took longer than anticipated to complete)	$16,386	Internet content manager replacement for Lynchburgva.gov website.
	$30,000	Intranet content manager replacement for Citynotes.
	$22,036	TrakIt enhancements and mobile technology support.
	$100,240	Document management for map room and other departments not yet identified.
	$56,299	Complete purchasing of Office 2010 licensing.
	$26,399	Warehouse doors and conference center equipment.
Transfer from Information Technology General Fund Operating Budget to Technology Fund	$55,022	Carry forward from the General Fund per June 2000 Council approved Information Technology Policy.
TECHNOLOGY FUND TOTAL	**$306,382**	

FY 2012 CARRY FORWARD DETAIL

ASSET FORFEITURE FUND	**$198,523**	Appropriate revenue received for Commonwealth Attorney's Office ($30,000), and Police Department ($168,523) expenditures.

CITY CAPITAL PROJECTS FUND

PROJECT	AMOUNT	PURPOSE
Fire #6 (Fort Ave. across from Miller Park) Renovations	$250,000	Transfer from General Fund Fire Department operating budget to City Capital Projects Fund for Fire #6 Renovations project.
Jubal Early Monument	$55,158	Insurance settlement to repair damage to Jubal Early Monument.
Street Overlay	$198,374	Additional highway maintenance revenue received from VDOT.
City Hall Second Floor Renovations	$26,818	Transfer interest earnings from Government Opportunity Funds to the City Capital Projects Fund for the City Hall Second Floor Renovations Project.
CITY CAPITAL PROJECTS FUND TOTAL	**$530,350**	

SEWER CAPITAL PROJECTS FUND	**-$228,415**	Rescind appropriations to match VRLF loan amounts.

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **3**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Solid Waste Management: City Code - Trash Tags and Decal Program and Landfill Transition**

RECOMMENDATION: Approve proposed changes to City Code regarding solid waste management services.

SUMMARY: At the August 14, 2012, the June 12, 2012 and the May 22, 2012 City Council Work Sessions, staff discussed existing issues with the use or lack of use of trash tags and annual decals by some city residents. Staff performed research and presented several options for Council's consideration at the June 12th meeting.

Council directed staff to develop a plan and come back to Council and inform them of proposed changes. Director of Public Works, Dave Owen, made a brief presentation at the August 14, 2012 meeting regarding the planned changes and the necessary revisions to City Code to both implement the changes and to recognize the transition of solid waste disposal activities from the City to the Region 2000 Services Authority.

City Council at the August meeting made the following decisions:

1. City will continue to provide city residents with the choice of two different sizes of trash carts (32 and 64 gallons)
2. Directed city staff to establish an administrative trash cart switch-out/change fee ($20.00)
3. Directed city staff to continue to collect improperly set out trash but to follow-up with enforcement actions as allowed per city ordinance
4. Directed city staff to proceed with issuing 64 gallon carts and annual decals at no cost to disadvantaged citizens, to elderly or permanently and totally disabled citizens who qualify for tax relief and, for the next year only, the residents of the Pleasant Valley / Tyreeanna Neighborhood

There are two remaining issues to be determined by City Council:

1. Use of prepaid trash bags
2. Discussion of landfill transition to Campbell County (includes partial closure of the open landfill on Concord Turnpike and the long range planning process for city-owned properties in the Pleasant Valley / Tyreeanna Neighborhood)

Staff Recommendations:

1. Eliminate the use of trash bags outside of the trash carts – except for the use of prepaid trash disposal bags (phase in over this fiscal year)
2. Switch-out of trash carts can occur once per year for an administrative fee of $20.00
3. Proceed to meet with Pleasant Valley / Tyreeanna Neighborhood and begin discussion of a long range plan for the use of the closed landfill and other city-owned properties in the area.

PRIOR ACTION(S): Discussions with City Council on May 22, 2012, June 12, 2012 and August 14, 2012

FISCAL IMPACT: Increased revenue should be realized from the use of prepaid trash bags

CONTACT(S): Dave Owen, 455-4469

ATTACHMENT(S):

- Summary of Significant City Code Changes – Solid Waste Management
- Proposed revisions to City Code

REVIEWED BY: lkp

Summary of Significant City Code Changes
Solid Waste Management
September 2012

Section	Topic	Description
Article I. IN GENERAL (Sections 21.2-1 -- 21.2-15)		
21.2-1. Declaration of Policy	Region 2000	Description of Region 2000 Services Authority
21.2-3 Definitions	RSA Facility	Definition of a RSA Facility
21.2-7 Approved waste Containers	Plastic Bags	Description of prepaid trash disposal bags
Article II. SOLID WASTE COLLECTION GENERALLY (Sections 21.2-16 - - 21.2-25)		
21.2-20 Same-bulk waste	Collection	Modified how bulk and white goods are collected to match existing methods
Article III. SOLID WASTE COLLECTION – CITY COLLECTION (Sections 21.2-26 – 21.2-35)		
21..2-26 Collection (a,c,d,e,h)	Collection	Proposed changes – incorporating use of prepaid trash bags, service charges, and options for re-instatement of collection services
21.2-31 (a) Disposal Fees	Use of plastic Bags	Eliminates the use of plastic bags displaying an appropriate official city trash tag
21.2-31 (e) Disposal Fees	Use of prepaid Plastic bags	Describes guidelines for prepaid plastic bags
21.2-31 (g) Disposal Fees	Free Decals	Describes modified guidelines for issuance of free annual trash decals
Article VI. SOLID WASTE DISPOSAL – REGION 2000 SERVICES AUTHORITY FACILITY PROVISIONS (Sections 21.2-56 – 21.2-60)		
21.2-56 Administration	RSA	RSA administration of its facilities
21.2-57 Operating Procedures	RSA	RSA adopts rules and policies
21.2-58 Region 2000 RSA Facility	RSA	Describes rules and requirements of facility
21.2-59 Substance regulations	RSA	Describes materials that are acceptable and not acceptable at the RSA Facility located at 2704 Concord Turnpike

21.2-60 RSA Facility Fees	Fees	Describes establishment of fees by RSA Board of Directors. Deletes other unnecessary information.

AN ORDINANCE TO AMEND AND REENACT SECTIONS 21.2-1, 21.2-3, 21.2-4, 21.2-7, 21.2-9, 21.2-11, 21.2-17, 21.2-19, 21.2-20, 21.2-26, 21.2-27, 21.2-30, 21.2-31, 21.2-41, 21.2-46, 21.2-48, 21.2-49, 21.2-50, 21.2-56, 21.2-57, 21.2-58, 21.2-59 AND 21.2-60, OF THE CODE OF THE CITY OF LYNCHBURG, AS AMENDED, THE AMENDED AND REENACTED SECTIONS RELATING TO SOLID WASTE COLLECTION AND DISPOSAL.

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

1. Sections 21.2-1, 21.2-3, 21.2-4, 21.2-7, 21.2-9, 21.2-11, 21.2-17, 21.2-19, 21.2-20, 21.2-26, 21.2-27, 21.2-30, 21.2-31, 21.2-41, 21.2-46, 21.2-48, 21.2-49, 21.2-50, 21.2-56, 21.2-57, 21.2-58, 21.2-59 and 21.2-60, be and the same are hereby amended and reenacted as follows:

Sec. 21.2-1. Declaration of policy.

It is hereby declared to be the policy of the City of Lynchburg to promote public safety, health, welfare, and to promote the recovery of useful resources by establishing rules and regulations relating to solid waste collection and disposal.

The City of Lynchburg is a member of the Region 2000 Services Authority (RSA) which operates a regional landfill for the disposal of solid waste from the city and other member localities. A transfer station for the convenience of city residents is located on Concord Turnpike at the site of the former city landfill. The rules and regulations contained herein are applicable to both facilities.

Sec. 21.2-3. Definitions.

Wherever used in this chapter, unless a different meaning clearly appears in the context, the following terms shall be given the following respective interpretations:

Agricultural waste: All solid waste produced from farming operations, or related commercial preparation of farm products for marketing.

Apartment: A building or portion thereof designed for or occupied by more than two (2) families, and all living units of which are to be maintained under single ownership or management. This shall be interpreted to include all multi-family rental units.

Ash: The fly ash or bottom ash residual waste material produced from incineration or burning of solid waste or from any fuel combustion.

Bottom ash: Ash or slag remaining in a combustion unit after combustion.

Boxes: Includes corrugated boxes, paperboard boxes, and cardboard boxes.

Brush: Any yard or debris wastes tree trimmings no larger than (3) inches in diameter and eight (8) feet in length which cannot be placed in containers in accordance with the regulations herein set forth.

Bulk waste: Items of residential waste, such as furniture, large cartons, white goods, or similar materials which cannot be placed in containers in accordance with the regulations herein set forth. Bulk waste does not include tires, household hazardous waste, construction and demolition materials.

Bundles: A number of things bound together for collection (such as brush, broken-down boxes and waste). Brush and yard waste bundles shall meet the requirements of section 21.2-4 for collection. Boxes shall be broken down and tied together. No bundle shall exceed fifty (50) pounds in weight.

Collection: Removal or transportation of solid waste, ashes, recyclable material and yard waste, from its place of storage or collection point to its place of disposal.

Commercial establishment: Any retail or wholesale, restaurant, religious, government or nonresidential establishment at which trash or garbage may be generated.

Commercial waste: All solid waste generated by establishments engaged in business operations other than manufacturing or construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants and shopping centers.

Compost: A stabilized organic product produced by a controlled aerobic decomposition process in such a manner that the product can be handled, stored, and/or applied to the land without adversely affecting public health or the environment. Composted sludge shall be as defined by the Virginia Sewerage Regulations.

Condominium: An apartment house or complex in which the apartments or dwelling units are individually owned.

Construction waste: Solid waste which is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings and other structures. Construction wastes include, but not limited to, lumber, wire, sheetrock, broken brick, asphalt, shingles, glass, pipes, concrete, paving materials and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction wastes.

Debris waste: Wastes resulting from land clearing operations. Debris wastes include, but are not limited to, stumps, wood, brush, leaves, soil, and road spoils.

Demolition waste: Any solid waste which is produced by the destruction of structures and their foundations and includes the same materials as construction waste.

Discard: To abandon, dispose of, burn, incinerate, accumulate, store or treat before or instead of being abandoned, disposed of, burned or incinerated.

Discarded material: A material which is:

(a) Abandoned by being:

(1) Disposed of,

(2) Burned or incinerated; or

(3) Accumulated, stored or treated (but not used, reused, or reclaimed) before or in lieu of being abandoned by being disposed of, burned or incinerated,

(b) Used, reused or reclaimed material as defined in this part, or

(c) Considered as solid waste as defined in section 3.2 of the Virginia Solid Waste Management Regulations (VR 672-72-10).

DEQ: The Virginia Department of Environmental Quality.

Disposal: The act of discharging, depositing, injecting, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that such solid waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters.

Disposal site: All land and structures, other appurtenances, and improvements thereon used for treating, storing, and disposing of solid waste. This term includes adjacent land within the property boundary used for the utility systems such as repair, storage, shipping or processing areas, or other areas incident to the management of solid waste. All solid waste disposal sites must be approved and/or permitted by the Virginia Department of Environmental Quality.

EPA: The United States Environmental Protection Agency.

Fly ash: Ash particulate collected from air pollution attenuation devices on combustion units.

Garbage: Readily putrescible discarded materials composed of animal, vegetable or other organic matter.

Hazardous waste: A "hazardous waste" as described by the Virginia Hazardous Waste Regulations (VR 672-10-1).

Household hazardous waste (HHW): The following are examples of what residents can bring on HHW collection days to the Region 2000 Services Authority (RSA) facility: acids/bases, aerosols, antifreeze, autostarter, brake fluids, batteries, cleaners/polishes, corrosives, drain openers, flammables, furniture stripper, herbicides, kerosene, lighter fluids, oven cleaners, oxidizers, oil based paints, pesticides, photo/pool chemicals, poisons, solvents/thinners, used motor oil, weed killers and wood preservatives. The ~~city's waste management facility~~ RSA website maintains the current list of the types of waste that are accepted and not accepted.

Household waste: Any waste material, including garbage, trash and refuse, derived from households. Households include single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day-use recreation areas. Household wastes do not include sanitary waste in septic tanks (septage) which is regulated by state agencies other than DEQ's Division of Waste Management Programs.

Industrial waste: Any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agriculture chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay,

and concrete products; textile manufacturing; transportation equipment; and waste treatment. This term does not include mining waste or oil and gas waste.

Inert waste: Solid waste which is physically, chemically and biologically stable from further degradation and considered to be non-reacting. Inert wastes include rubble, concrete, bricks, and blocks.

Institutional waste: All solid waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools. It can include infectious waste from health care facilities and research facilities that must be managed as an infectious waste. No medical waste is accepted at the ~~city's~~ RSA ~~landfill~~ facility.

Landfill: A sanitary landfill, an industrial waste landfill or a construction/debris landfill.

Landfill disposal area: The area within the property boundary or permitted for actual burial.

Litter: Any waste as defined in 21.1-2 (Litter Control - Definitions) of this code.

Living units: One or more rooms in a residential building or in a mixed building which are arranged, designed, used or intended for use by one or more persons living together and maintaining a common household.

Medical waste: Any solid waste identified by health care professionals in charge as capable of producing infectious disease in humans. Any solid waste is regulated medical waste if it is one of the following:

(a) discarded cultures, stocks, specimens, vaccines and associated items likely to have been contaminated by them are regulated medical wastes if they are likely to contain organisms likely to be pathogenic to healthy humans;

(b) waste consisting of human blood, human blood products and items contaminated by human blood are regulated human wastes;

(c) all pathological wastes and all wastes that are human tissues, organs, body parts, or body fluids are regulated medical wastes;

(d) used sharps (needles, syringes, etc.) likely to be contaminated with organisms that are pathogenic to healthy humans and all sharps used in patient care are regulated medical waste;

(e) any residue or contaminated soil, water, or other debris resulting from the cleanup of a spill of any regulated medical waste is itself regulated medical waste; and

(f) any solid waste contaminated by or mixed with regulated medical waste is itself regulated medical waste.

Motor vehicle: Every device, which is self-propelled or designed for self-propulsion, in, upon, or by which any person or property is or may be transported or drawn upon the highway, except devices moved by human power or used exclusively upon stationary rails or tracks. Any structure designed, used, or maintained primarily to be loaded on or affixed to a motor vehicle to provide a mobile dwelling, sleeping place, office or commercial space, shall be considered a part of a motor vehicle.

Mover's trash: Solid waste generated due to person or persons moving-in to or moving-out of a residence.

Multi-family unit: A building, or any appurtenances thereof, designed for occupancy or occupied by two (2) or more families, and all living units of which are to be maintained under single ownership or management. This shall be interpreted to include all, but not limited to apartments, condominiums and duplexes with two (2) or more rental units. The owner(s) of a multi-family unit shall be responsible for ensuring that the residents of a multi-family unit comply with the provisions of this chapter.

Municipal solid waste: That waste which is normally composed of residential, commercial, and institutional solid waste. Medical waste is not accepted at the RSA ~~landfill~~ facility.

Occupant: Any person occupying or residing on any lot, premises or parcel of land in the city and having, at the time, apparent possession or control thereof.

Owner: Any person who, alone or jointly or severally with others:

(a) Shall have all or part of legal title to any lot, premises or parcel of land in the city, not, at the time, in the actual or apparent possession or control of another, or;

(b) Shall have all or part of the beneficial ownership and a right to present use and enjoyment of the premises, and the term shall include a mortgagee in possession, or;

(c) Shall have charge, care or control of any lot, premises or parcel of land in the city, as agent or representative of the owner, or as personal representative, trustee or guardian of the estate of the owner.

Person: Any individual, corporation, partnership, association, a governmental body, a municipal corporation or any other legal entity.

Putrescible waste: Solid waste which contains organic material capable of being decomposed by micro-organisms and cause odors.

Recyclable material: Any material which retains useful properties that can be reclaimed after the production or consumption process.

Recycling center: A facility designed for the collection, separation and/or recycling of recyclable materials.

Refuse: All solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean up of spills or contamination, or other discarded materials.

Regulated medical waste: Solid wastes defined to be infectious by the Virginia Regulated Medical Waste Management Regulations (VR 672-40-01).

Residential waste: Any household waste.

RSA facility: a landfill, transfer station, recycling center or other operation managed by the Region 2000 Services Authority for the purpose of collecting and disposing of solid waste.

Rubbish: Combustible or slowly putrescible discarded materials which include but are not limited to trees, wood, leaves, trimmings from shrubs or trees, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible materials not included under the term "garbage."

Scavenging: The unauthorized or uncontrolled collection or removal of waste or recyclable materials from a solid waste management facility, waste that has been placed on the curbside for city collection or recycling center.

Semitrailer: Every vehicle of the trailer type so designed and used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another vehicle.

Single-family residence: a residential building or structure containing only one dwelling unit, which is arranged, designed, used or intended for use by one family (as defined by the city's zoning ordinance). The owner(s) of a single-family residence that is being occupied as rental property shall be responsible for ensuring that the occupant(s) of such single-family residence comply with the provisions of this chapter.

Site clearance materials: Any items such as boulders, rocks, tree trunks, stumps, or tree limbs.

Solid waste: Any of those materials defined as 'solid waste' in Part III of the Virginia Solid Waste Management Regulations (VR 672-20-10).

Solid waste management facility: A site used for planned treating, storing, or disposing of solid waste. A facility may consist of several treatment, storage, or disposal units.

Special wastes: Solid wastes that are difficult to handle, require special precautions because of hazardous properties or the nature of the waste creates waste management problems in normal operations.

Trailer court: Any lot, parcel or tract of land, together with open spaces, used, designed, maintained or held out to accommodate one (1) or more mobile homes or trailers, including all buildings, structures, tents, vehicles, accessories or appurtenances used or intended as equipment of such mobile home or trailer court. A mobile home court provides for the permanent or long-term location of mobile homes. The owner(s) of the trailer court shall be responsible for ensuring that the residents of the trailer court comply with the provisions of this chapter.

Trash: Combustible and noncombustible discarded materials, and is used interchangeably with the term rubbish.

Waste container: Any approved watertight and covered receptacle used by any person to store solid waste or ashes for collection. This includes approved plastic bags but does not include boxes.

White goods: Any stoves, washers, hot water heaters and other large appliances.

Yard waste: That fraction of municipal solid waste that consists of grass clippings, leaves, brush and tree prunings arising from general landscape maintenance.

Sec. 21.2-4. Preparation of solid waste for curbside collection.

(a) Generally. All solid waste designated for collection by the city is to be ~~completely~~ bagged, drained and kept in a covered approved container. Paper must be placed in an approved waste container or kept securely bundled in order to prevent being blown or scattered about the street.

(b) Ashes. Ashes shall be cool and dry before placing in an approved waste container. Ashes shall be kept separate from and not placed in containers with other solid waste.

(c) Sharp objects. Solid waste with sharp edges or points, including but not limited to broken glass and fluorescent tubes, shall be placed in an approved waste container meeting criteria set in section 21.2-6, but not including a plastic bag as described in section 21.2-7. Needles should be placed in a plastic or glass food container with a lid securely fastened with tape.

(d) Recyclable material. In an effort to reduce the flow of solid waste ~~into~~ disposed of at the RSA ~~landfill~~ facility and promote the recovery of useful resources, recyclable material should be taken to the proper recycling centers. Any recyclable material that is accepted pursuant to a city recycling program, whether publicly or privately administered, shall be separated from other solid waste for pickup in accordance with criteria to be established by the city manager or his designee. Such items include, but are not limited to, aluminum and steel cans, newspaper, glass, mixed paper and some plastics. Such recyclable materials should be separated for recycling.

(e) Yard waste. Yard waste collection by the city shall only be furnished to those residences regularly scheduled for the removal of solid waste by the city. All yard waste to be collected with normal residential waste shall be placed in approved containers or tied in bundles no larger than four (4) feet in length, fifteen (15) inches in diameter and fifty (50) pounds in weight. During special yard waste collection, all yard waste will be collected, provided no part is larger than three (3) inches in diameter, and eight (8) feet in length. Tree stumps and tree trunks will not be collected, nor will the waste resulting from topping or removal of a tree. Special yard waste collection is not offered to businesses. Any yard waste that is accepted pursuant to the city composting program shall be separated from other solid waste for pickup.

(f) Paperboard boxes. Paperboard boxes should be taken to recycling centers for recycling or broken down, bundled and securely tied, and tagged with the appropriate refuse disposal tag.

(g) Styrofoam packaging. Styrofoam packaging shall be placed in a securely tied plastic bag and tagged with the appropriate refuse disposal tag.

(h) Litter control bags. Litter control bags will be issued by the city to the neighborhood clean-up groups and individuals involved with adopt-a-street and adopt-a-spot clean-ups. The litter control bags shall be placed in the city right-of-way for collection after the individual(s) or group(s) have completed the clean-ups.

(i) Weight limitations. The total weight of a thirty-two (32) gallon trash cart, including its contents, shall not exceed one hundred (100) pounds in weight. The total weight of a sixty-four (64) gallon trash cart, including its contents, shall not exceed two hundred (200) pounds in weight. The total weight of any plastic bag, including its contents, shall not exceed fifty (50) pounds in weight.

Sec. 21.2-7. Same—plastic bags.

Plastic bags as described herein shall constitute an approved waste container, and when plastic bags are used for the disposal of solid waste, the same shall conform to the following specifications:

(a) Residents may purchase special prepaid bags for occasional extra refuse that does not fit in trash container. Bags can be purchased at various vendor locations approved by the city and will display the City of Lynchburg seal. Fees for prepaid bags will cover all disposal costs.

~~(a)~~ (b) Film thickness: The gauge of the film used shall have an average of no less than one and one-half (1.5) mil with a point-to-point variation not to exceed twenty (20) percent more or less.

~~(b)~~ (c) Bag size: One to thirteen gallon bags shall not be filled to exceed twenty-five (25) pounds in weight. Fourteen (14) and up to thirty-two (32) gallon bags shall not be filled to exceed fifty (50) pounds in weight.

~~(c)~~ (d) Twist ties: The ties used shall have a minimum length of three (3) inches.

~~(d)~~ (e) Securely tied: Plastic bags containing solid waste shall be securely tied when placed outside for collection to prevent refuse from falling out. Plastic bags are for one time use only and will be collected and disposed of by city employees.

Section 21.2-8. Maintenance of containers.

Every waste container required by this article shall be maintained in as sanitary condition as possible in view of the use to which it is put, and shall be thoroughly cleansed as needed by washing, sanitizing or otherwise. All waste containers shall be kept in good condition, and solid waste shall not be placed in any container that is so constructed or is defective that the contents leak or spill. Waste carts provided by the city are the property of the city and should remain at the address specified upon delivery. Waste carts may be changed to a different size once per year for an administrative waste cart change fee established by City.

Sec. 21.2-9. ~~Nonacceptable~~ Unacceptable containers.

(a) Any container other than the aforementioned approved containers shall not be used for the storage and collection of solid waste for city collection; this includes, but is not limited to, cardboard boxes, and barrels.

(b) Any ~~nonacceptable~~ unacceptable container will be tagged with a warning ~~of~~ violation. Once tagged, these containers will be considered solid waste collected and disposed of by the city. Use of a waste container after it has been tagged with a warning of violation is prohibited.

Sec. 21.2-11. Accumulation of solid waste.

(a) Each residence, small commercial establishment or person having solid waste will be provided with one city approved waste container adequate to contain the solid waste generated at said establishment which accumulates between periods of removal from the premises, and shall place and keep all solid waste therein until disposal. Residents and small commercial establishments requiring more than one trash cart may purchase from the city additional carts at cost. These carts become the property of the resident. Solid waste may not accumulate outside of the cart(s) unless in approved plastic bags. Household waste that a resident is storing to bring to the ~~landfill~~ RSA facility or for other disposal must be stored in closed containers in such a manner so as to not attract animals, emit offending odors, or be a safety or health risk, and such waste may not be stored for a period of more than one month.

(b) It shall be unlawful for anyone to throw or to cause to accumulate onto the streets, sidewalks or private property any solid waste or any other substance that will render the street or premises unclean or unsightly or unsafe to any person or vehicle using the streets or liable to injuriously affect the health or safety of the community.

Sec. 21.2-17. Substances not collected.

Any substance prohibited from disposal in ~~the~~ an ~~municipal solid waste management~~ RSA facility pursuant to section 21.2-59(b) will not be collected for disposal by the city if identified by the city in the course of collection.

Sec. 21.2-19. Special collections—generally.

Special collections by the city shall only be furnished to residential customers and neighborhood cleanup programs. Special collection services are not offered to businesses. Special collections shall be scheduled by the resident, or neighborhood group in advance of placing the material out for collection.

Special collections shall include bulk waste collection, yard waste (brush and leaf) collection and a one-time mover's trash collection of solid waste. No fee will be charged for the collection of designated waste during special collection. Bagged leaves, yard waste, and appropriately bundled brush will be subject to the disposal fee when put out with refuse at other times in accordance with the provisions of section 21.2-16 through 21.2-18. Brush collection restrictions include tree trimming sizes not exceeding three (3) inches in diameter and eight (8) feet in length. ~~Effective~~ As of July 1, ~~2003~~2012, segregated loads of brush and bulk may be brought to the ~~city's~~ RSA ~~landfill~~ facility at no charge. Residents will be allowed an unlimited number of trips for segregated brush and bulk material.

Sec. 21.2-20. Same—bulk waste and white goods.

The city will remove bulk wastes and white goods which have been placed on the edge of the street. White goods that would normally contain compressors with freon must have the compressor and relating tubing fully in tact unless said white good is accompanied by a certification from an appropriate person stating that all contained freon has been captured and recycled. ~~This service is provided on an on-call basis and residents need to call and schedule a pickup prior to placing the material at the street right-of-way.~~

Sec. 21.2-26. Collection.

(a) The city shall collect refuse from eligible residential and small commercial establishments abutting a public street and certain multi-family units. If solid waste is placed curbside on the day of city waste collection for that property, it is assumed that property desires city waste collection services. Owners or operators of multi-family units (to include, but not limited to apartments, condominiums, duplexes and town homes) and trailer courts with two or more rental units and non-manufacturing businesses accept the fee-related responsibility for associated disposal charges and are responsible for displaying an official annual trash disposal decal, appropriate one-time use trash tags on all containers or using prepaid trash bags for city curbside collection. . Owners of all properties not eligible or desiring of city collection shall be responsible for the proper storage and disposal of all refuse; said refuse may not be placed curbside on the day the city is scheduled to provide collection services. Those properties not eligible for city collection include, but are not limited to: properties of five (5) or more living units and manufacturing businesses and those commercial establishments and multi-family properties with four (4) or less living units ~~who~~ that put out more than four (4) containers per collection.

(b) House trailers shall be treated as single family units only if they front on a public street and reside upon individually platted lots. House trailers which do not front on a public street and reside upon individually platted lots shall be treated as multi-family dwellings.

(c) If the waste containers put out by the occupants of a multi-family unit or trailer court do not display appropriate refuse tags or annual decals, or use prepaid trash bags, a duly designated officer of the city will ~~give~~ issue violation ~~written~~ notice(s) to the owner(s) or operator(s) of the multi-family unit or trailer court. It shall be the responsibility of the owner(s) or operator(s) to take appropriate action to make sure the occupants of the multi-family unit or trailer court place appropriate refuse tags or annual decals on their waste containers or use prepaid trash bags. If after giving reasonable ~~written~~ notice to the owner(s) or occupant(s) the waste containers of a multi-family unit or trailer court still do not display appropriate refuse tags or annual decals, or use prepaid trash bags, the city may discontinue refuse collection from such multi-family unit or trailer court ~~and~~ until the owner(s) or operator(s) satisfies one of the following:

(1) Pay all applicable service charges and a re-instatement fee or

(2) Show proof of purchase of an annual trash disposal decal to resume refuse collection service for the violating address or

(3) ~~shall m~~Make arrangements with a commercial refuse collector for the collection and disposal of the solid waste generated by the multi-family unit or trailer court.

(d) If waste containers put out by the occupants of a single-family residence that is being occupied as rental property do not display appropriate refuse tags or annual decals or use prepaid trash bags, a duly designated officer of the city will ~~give~~ issue violation ~~written~~ notice(s) to the owner(s) ~~or operator(s)~~ of the single-family residence. It shall be the responsibility of the owner(s) ~~or operator(s)~~ to take appropriate action to make sure the occupants of the single-family residence place appropriate refuse tags, or annual decals on their waste containers or use prepaid trash bags. If after giving ~~written~~ reasonable notice(s) to the owner(s) ~~or operator(s),~~ the waste containers still do not display appropriate refuse tags or annual decals and prepaid trash bags are not used, the city may discontinue refuse collection from such single-family residence and the owner(s) ~~or operator(s)~~ resident satisfies one of the following:

(1) Pay all applicable service charges and a re-instatement fee or

(2) Show proof of purchase of an annual trash disposal decal to resume refuse collection service for the violating address or

(3) ~~shall m~~Make arrangements with a commercial refuse collector for the collection and disposal of the solid waste generated by such single-family residence.

(e) If the waste containers put out by the occupants of a multi-family unit, trailer court, or single-family residence being occupied as rental property do not display appropriate refuse tags, ~~or~~ annual decals or use prepaid trash bags in order to prevent the waste in the containers from being scattered upon public or private property, the city, at its option, may remove the waste and bill the owner of the multi-family unit, trailer court or single-family residence a ~~special~~ service charge(s). In the event the owner of the multi-family unit, trailer court or single-family residence fails to pay the ~~special~~ service charge(s), the city may discontinue refuse collection from such multi-family unit, trailer court or single-family residence and the owner(s), ~~or~~ operator(s) or residents shall make arrangements with a commercial refuse collector for the collection and disposal of the solid waste generated by such multi-family unit, trailer court, single-family residence.

(f) When refuse from commercial establishments exceeds four (4) containers per collection the operator of such business is required to remove and dispose of such excess at the expense of the operator.

(g) When refuse from a multi-family property with four (4) or less living units exceeds four (4) containers per collection the owner or managing agent of such property is required to remove and dispose of such excess at their expense and is not eligible for city trash collection service.

(h) Whenever a person places refuse or other waste material for collection by the city without complying with all the provisions of this article, in addition to or in lieu of prosecution of such person for a Class I misdemeanor violation, the city may also do one of the following:

(1) The city may collect the refuse or material notwithstanding the fact that its placement or packaging does not comply with the provisions of this article. In such cases, the city shall after reasonable notice discontinue refuse collection service and assess a service charge against the owner of the property in

front of which such waste material was placed. Such service charge(s) shall be in accordance with the following to resume city collection services:

Service charge(s) for each re-instatement as determined appropriate by the City Manager of his designee.

This service charge shall be billed to the owner or manager of the violating property. Each charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property.

(2) The city may choose not to collect the refuse or material after reasonable notice. In such case, the city shall affix a violation to the rejected container(s), refuse or material explaining the reason for the rejection. A similar notice may be issued to the property owner of the property in front of which such uncollected refuse or material was placed. The latter notice may be verbal or written and shall be provided as soon as is feasible after the rejection.

Where the city has not collected refuse or other material from curbside or elsewhere because such refuse or other materials was not placed or prepared in accordance with this article, the persons responsible for such placement shall remove that refuse or other material as soon as practical after the city has refused collection, and in any event, by the end of the designated collection day.

Sec. 21.2-27. Entry on private property.

Municipal vehicles and personnel will not enter private property for the purpose of removing solid waste unless otherwise approved by the city manager or his designee.

Sec. 21.2-29. Collection frequency.

(a) Curbside collection of solid waste will be provided by the city once each week. Solid waste collection in the Central Business District will be provided two (2) times a week for those businesses not having exterior space for a commercial dumpster. A schedule of days for those collections performed by the city will be available at the ~~waste management~~ Public Works ~~facility~~ Department, and information with reference thereto will be available to the public upon request.

(b) Holidays shall include New Year's Day, Fourth of July, Thanksgiving Day and Christmas Day. One (1) collection per week will be made regardless of holidays - collection dates will be advertised.

Sec. 21.2-30. Collection by other than city personnel.

No person, other than designated city employees, may place solid waste in the city collection vehicles. Subject to the conditions and limitations of this chapter and other applicable regulations, the city or its

agents, shall have the sole right to collect solid waste and refuse from single-family residences within the city limits unless otherwise approved by the city.

Sec. 21.2-31. Disposal fees.

(a) Refuse collected pursuant to section 21.2-26 of this code must be contained within (i) a prepaid trash bag displaying the official city logo ~~a plastic bag displaying an appropriate official city tag~~ , (ii) an approved container with an appropriate official city tag on the handle of the approved container or on top of the refuse in the approved container, (iii) an approved container displaying a valid city decal, or (iv) a bundle meeting the specifications in this chapter displaying an appropriate official city tag. Official City refuse tags ~~and~~, annual decals and prepaid trash bags shall be available for purchase at those locations designated by the city manager or his designee. A list of the currently designated locations for the purchase of tags~~, or~~ decals or prepaid trash bags will be available for review at the city C~~c~~ollections D~~d~~ivision or Public Works Department during regular business hours. Decals will be sold at the ~~collection division~~ Collections Division windows of city hall during regular business hours and through the mail pursuant to a system approved by the city manager or his designee and at such other locations as may be approved by the city manager or his designee.

(b) Tags for ~~plastic bags and~~ approved containers with a volume up to thirty-two (32) gallons or for bundles not to exceed fifty (50) pounds shall cost ninety-five cents ($0.95) per tag. Tags for trash carts with a volume of sixty-four (64) gallons shall cost one dollar and ninety cents ($1.90) per tag.

(c) Annual decals for once per week pickup for reusable trash carts with a volume of up to thirty-two (32) gallons shall cost forty dollars ($40.00) each. Annual decals for once per week pickup for reusable trash carts with a volume of sixty four (64) gallons shall cost eighty dollars ($80.00) each. Such decals shall be valid for a twelve (12) month period beginning October 1 through September 30 of each year. The cost for an annual decal will be prorated on a monthly basis by paying the following percentages of the annual decal:

Period	Percentage of Full Price
September 1 – October 31	100%
November 1 – November 30	92%
December 1 – December 31	84%
January 1 – January 31	76%
February 1 – February 28	68%
March 1 – March 31	60%
April 1 – April 30	52%
May 1 – May 31	44%
June 1 – June 30	36%
July 1 – July 31	28%
August 1 – August 31	20%

Such decals are transferrable from one address to another upon the approval of the city manager or his designee. All such decals shall prominently display the year of the decal and street address of the location of the trash container. In the event the person purchasing a decal moves outside the city or goes out of business, the purchaser shall be entitled to receive a prorated refund on a monthly basis for

that portion of the year the decal will not be used. A request for a refund must be made no later than thirty (30) days after the end of the year for which the decal was issued. Before issuing a refund the director of finance may require satisfactory evidence that a decal for which the refund is sought has been destroyed. For purposes of proration, a period of more than one-half (½) of a month shall be counted as a full month and a period of less than one-half (½) of a month shall not be counted.

(d) Prepaid trash bags with a volume up to thirty-two (32) gallons include the costs of disposal of waste material.

(ed) In certain areas designated by the city manager or his designee for twice per week pickup, annual decals for twice per week pickup for reusable trash carts with a volume of up to thirty-two (32) gallons shall cost eighty dollars ($80.00) each. In those same areas, annual decals for twice per week pickup for reusable trash carts with a volume of sixty four (64) gallons shall cost one hundred sixty dollars ($160.00). Such decals shall be valid for a twelve (12) month period beginning October 1 through September 30 of each year. The cost for an annual decal will be prorated on a monthly basis by paying the following percentages of the annual decal:

Period	Percentage of Full Price
September 1 – October 31	100%
November 1 – November 30	92%
December 1 – December 31	84%
January 1 – January 31	76%
February 1 – February 28	68%
March 1 – March 31	60%
April 1 – April 30	52%
May 1 – May 31	44%
June 1 – June 30	36%
July 1 – July 31	28%
August 1 – August 31	20%

In the event the person purchasing a decal moves outside the city or goes out of business, the purchaser shall be entitled to receive a prorated refund on a monthly basis for that portion of the year the decal will not be used. A request for a refund must be made no later than thirty (30) days after the end of the year for which the decal was issued. Before issuing a refund the director of finance may require satisfactory evidence that a decal for which the refund is sought has been destroyed. For purposes of proration, a period of more than one-half (½) of a month shall be counted as a full month and a period of less than one-half (½) of a month shall not be counted. Such decals are transferrable from one address to another upon the approval of the city manager or his designee. All such decals shall prominently display the year of the decal and street address of the location of the trash container.

(f) Prepaid plastic bags with a volume of up to thirty-two (32) gallons or for bundles not to exceed fifty pounds are acceptable containers for disposal.

(g) (e) The owner or operator of any location designated to sell refuse tags, prepaid trash bags or annual decals shall be compensated for accounting and remitting the fee levied for the purchase of the

tags or prepaid trash bags. Such compensation shall be a deduction of three percent (3%) of the amount of the fee from the sale of such tags, prepaid trash bags or decals. The deduction shall be accounted for in the accounting report submitted to the city with the fees from the sale of the tags, or prepaid trash bags provided that the amount due is not delinquent at the time of payment. The city manager or his designee shall establish criteria for the designation of locations and the accounting and payment procedures by the owners and operators of the designated locations. The fees collected from the sale of tags, prepaid trash bags and decals are public funds and shall be held in trust for the city by the person collecting the same. It shall be a criminal offense for the person holding such fees to use them for any purpose whatsoever.

(h) ~~(f)~~ Beginning October 1, ~~2003~~ 2012, the city manager or his designee shall have the authority to issue ~~thirty-two (32)~~ sixty four (64)gallon annual decals at no cost to disadvantaged citizens or families and to elderly or permanently and totally disabled citizens who qualify for the tax relief ~~and to the residents of the Pleasant Valley/Tyreeanna Neighborhood~~, who own and occupy an existing dwelling as of July 1, ~~2003~~2012, pursuant to Section 36-175 of the city code upon criteria to be developed by the city manager or his designee. ~~Anyone who is eligible to receive a thirty-two (32) gallon annual decal at no cost shall have the option to use a sixty-four (64) gallon cart by purchasing an annual decal for forty dollars ($40.00) which is one half (1/2) the standard annual decal fee for such cart. Thirty-two (32) gallon annual decals may also be issued at no cost to other citizens based on criteria developed by city council when council determines by resolution that it is in the public interest for such citizens to receive no cost decals.~~ Disadvantaged citizens or families and elderly or permanently and totally disabled citizens ~~that~~ who live in multi-family dwellings and trailer courts that do ~~not~~ utilize the city's refuse collection services shall not be entitled to a free annual decal or refuse tags.

(i) ~~(g)~~ Except as allowed in this chapter, no refunds in whole or in part shall be allowed for tags or prepaid trash bags which are unused, lost, destroyed or stolen. Except as allowed in this chapter, no refuse disposal fees shall be discounted, waived or suspended.

(j) ~~(h)~~ In the event any annual decal issued under this chapter shall be lost, stolen or destroyed, the person to whom the decal was issued may make application to the collections division or public works department and obtain a duplicate decal upon furnishing information of such fact, by affidavit or other evidence that is satisfactory to the director of finance/director of human services. Any person providing false or intentionally misleading information to the collections division/social services division under this section shall be guilty of a class 3 misdemeanor and the collections division/social services division shall revoke any duplicate decal issued as a result of such false or intentionally misleading information.

(k) ~~(i)~~ The city manager or his designee shall have the authority to provide for refuse collection and disposal on a limited basis at no cost for city sponsored specific community clean-up or litter reduction efforts. The city manager or his designee shall use color-coded plastic bags or approved containers, or other special arrangements which are necessary or appropriate for the administration of such cleanup or litter reduction efforts.

(l) ~~(j)~~ The city manager or his designee shall have the authority to adjust or suspend fees due to natural disasters such as fires, floods and severe storms pursuant to criteria to be developed by the city manager or his designee.

Sec. 21.2-41. Vehicle regulations.

(a) All vehicles used in the collection of solid waste shall be kept and maintained in a clean and sanitary condition, and shall be so constructed and maintained as to prevent spillage of the solid waste to be collected therein.

(b) All vehicles transporting solid waste shall be watertight and completely enclosed.

(c) All vehicles two (2) tons gross in weight (G.P.W.) or more to be used to dispose of solid waste at the ~~city landfill~~ RSA facility shall be equipped with suitable hoisting or ejection equipment.

(d) All vehicles to be used to dispose of solid waste at the ~~city~~ RSA facility ~~landfill~~ shall be rated with their volume capacity.

(e) No vehicle used in the collection of solid waste shall be parked on a city street overnight.

(f) No vehicle shall be parked in violation of the city code relating to parking of trucks and commercial vehicles in a residential district.

(g) All vehicles shall transport solid waste in such a manner as not to create a nuisance or adversely affect public health, nor create any unnecessary noise.

(h) All vehicles used in the collection of solid waste shall meet all federal and state safety requirements for commercial vehicles.

Sec. 21.2-46. Dumping regulations.

(a) It shall be unlawful for any person to dispose of solid waste upon the premises or in the container of another or in any public place or on any public road, street or highway, in any manner, except in approved waste containers provided for such purposes other than in a manner provided by this code.

(b) When a violation of the provisions of this section has been observed by any person, or if the solid waste is dumped or disposed of in the highway, right-of-way, street, road, property adjacent to public way, or private property, and examination of the solid waste reveals material that identifies the generator of the solid waste, the generator shall be presumed to be the person dumping such solid waste; provided, however, that such presumption shall be rebuttable by competent evidence.

Sec. 21.2-48. Solid waste generated outside the city.

It shall be unlawful for any person or business to bring into the city any solid waste accumulated outside the city and deposit the same at a ~~municipal solid waste management~~ RSA facility or at any other place within the city, unless approved by the city manager or his designee.

Sec. 21.2-49. Placing or removing solid waste in or from public containers, or bins or containers for recyclable materials.

(a) It shall be unlawful for any person to dispose of in any public solid waste container, in the city, placed at various locations in the city to prevent littering on the public ways, any solid waste generated incident to the ordinary conduct of a household, place of business or industrial establishment or any other solid waste prohibited from disposal in ~~the~~ a ~~municipal solid waste management~~ RSA facility pursuant to section 21.2-59(b).

(b) It shall be unlawful for any person to deposit any unauthorized solid waste into or around recycling bins or containers which are part of a city recycling program, whether publicly or privately administered, except for such specific recyclable materials for which such bins or containers are designated.

(c) It shall be unlawful for any person to remove any recyclable materials from a recycling bin or container that is part of a city recycling program, once the recyclable materials have been placed in or around the recycling bin or container.

Sec. 21.2-50. Repeated violations of chapter.

Any person who violates this chapter, two (2) or more times during a one (1) year period may be prohibited from future use of ~~the~~ any recycling and ~~municipal solid waste management~~ RSA facility by the city manager or his designee.

Upon request, a hearing shall be held before a designated officer of the city on such prohibition. The hearing shall be an informal administrative proceeding other than a judicial-type of proceeding and the rules of evidence shall not apply. The decision of the designated officer shall be final and not subject to appeal.

Sec. 21.2-51 Illegal possession or usage of refuse tags or prepaid trash bags

(a) It shall be unlawful for any person to possess, sell or use a refuse tag, prepaid trash bag or annual decal that the person did not purchase at face value, receive from a person who purchased the refuse tag, prepaid trash bag or annual decal at face value or receive from an authorized city agency.
(b) It shall be unlawful for the owner or the operator of any business, other than a business that has been properly designated to sell refuse tags, prepaid trash bags or annual decals as provided in Section 21-2.31 of this chapter, to possess refuse tags, prepaid trash bags or annual decals or to sell refuse tags, prepaid trash bags or annual decals to any person.
(c) It shall be unlawful for the owner or operator of any business that has been properly designated to sell refuse, prepaid trash bags or annual decals as provided in Section 21.2-31 of this chapter, to possess or to sell any refuse tag, prepaid trash bag or annual decal that was not issued to the business by city.
(d) Any person violating any of the provisions of this section shall be guilty

ARTICLE VI. SOLID WASTE DISPOSAL—~~MUNICIPAL SOLID WASTE MANAGEMENT~~ REGION 2000 SERVICES AUTHORITY ~~FACILITY~~ PROVISIONS

Sec. 21.2-56. Administration.

The ~~city manager or his~~ RSA Board of Directors ~~or their designee~~ is authorized to adopt appropriate rules and regulations and to establish policies to administer the operation of ~~the municipal solid waste management facility~~ RSA facilities ~~and recycling centers~~. Any rules or regulations adopted or policies established pursuant to this section shall be consistent with the provisions of this chapter. A violation of any rules or regulations adopted pursuant to this chapter shall constitute a violation of this chapter.

Sec. 21.2-57. Operating procedures.

The ~~waste management~~ RSA ~~administrator~~ director may adopt rules and regulations and establish policies for the operating procedures of ~~the~~ any RSA facility ~~and recycling centers~~. Such facility ~~and centers~~ shall be regulated by the ~~waste management administrator~~ RSA director in accordance with such operating procedures and with any rules and regulations adopted and policies established by the RSA ~~manager~~ board of directors ~~or his their designee~~ for the administration of the operation of the facility ~~and centers~~. Any rules or regulations adopted or policies established pursuant to this section shall be consistent with the provisions of this chapter. A violation of any rules or regulations adopted pursuant to this section shall constitute a violation of this chapter.

Sec. 21.2-58. ~~Municipal solid waste management~~ Region 2000 Services Authority facility.

(a) ~~Only s~~Solid waste which is generated within the city ~~unless approved by the city manager or his designee~~ may be deposited at ~~the~~ a ~~municipal solid waste management~~ RSA facility ~~and only those persons authorized by the city manager or his designee will be permitted to accept solid waste at such facility~~. Upon the request of ~~the~~ a RSA ~~landfill scalehouse~~ facility attendant ~~any municipal employee~~, any person delivering solid waste for disposal at ~~the~~ a ~~municipal solid waste management~~ RSA ~~landfill~~facility shall provide verification to such employee that the solid waste proposed for disposal was generated in the city.

(b) No scavenging or salvaging at ~~the~~a ~~municipal solid waste management~~ RSA ~~landfill~~ facility shall be permitted except as may be contracted by the ~~city~~ RSA. No person, except as specifically authorized by the ~~city~~ RSA, shall dispose of any solid waste in ~~the~~ a ~~municipal solid waste management~~ RSA ~~landfill~~ facility, except during the hours of operation as established by the ~~city manager or his designee~~ RSA and posted at the entrance to the facility.

(c) City r~~R~~esidents are allowed ~~one~~ an unlimited number of free trips ~~of~~ up to ~~two hundred fifty (250)~~ five hundred (500) pounds to the RSA ~~landfill~~ facility per calendar month from the house in which they reside. Residents must show proof of their Lynchburg address to the RSA ~~cashier scalehouse~~ facility attendant ~~in the scalehouse~~ each time they come to the RSA ~~landfill~~ facility. If a resident's driver's license (or I.D. card) does not show their correct and current address, they must also bring a current utility bill showing their address of the origin of the load. If a resident has someone else bring in a load for them, they must give the hauler either a driver's license or a current utility bill from their address. In

addition, the hauler must show their driver's license. If a resident's free trip goes over five hundred (500)~~two hundred fifty (250)~~ pounds and/or if the resident makes other trips to the RSA ~~landfill~~ facility during the calendar month after utilizing their free trip, the resident must pay by cash or check at the posted tipping fee.

As of ~~Effective~~ July 1, ~~2003~~ 2012, residents are allowed an unlimited number of free trips of segregated brush and bulk materials. These trips do not count towards a ~~residents~~ resident's free monthly trip to the RSA facility ~~landfill~~. Any mixed loads of brush, bulk and trash will count towards the ~~residents~~ resident's one free trip per month.

Tires are not included as part of a resident's free trip. There is a surcharge for disposal of tires. Tire disposal rates are posted at the RSA facility ~~landfill~~.

Rental property is considered a business. Landlords, who do not have a charge account with the RSA facility ~~landfill~~, must pay by cash or check at the posted tipping fee rate when bringing a load from property they own but do not reside in. If a business, church (or other charitable organization) does not have a charge account with the ~~landfill~~ RSA facility, they must also pay by cash or check at the posted tipping fee rate.

Household hazardous waste collection is a service for Lynchburg residents only, businesses are excluded. Household hazardous waste collection days are announced yearly. City ~~R~~ residents must show a picture identification for proof of their Lynchburg address. Following are examples of what residents can bring to the RSA ~~landfill~~ facility on the household hazardous waste collection day: acids/bases, aerosols, antifreeze, autostarter, brake fluids, batteries, cleaners/polishes, corrosives, drain openers, flammables, furniture stripper, herbicides, kerosene, lighter fluids, oven cleaners, oxidizers, oil based paints, pesticides, photo/pool chemicals, poisons, solvents/thinners, used motor oil, weed killers and wood preservatives. For more information, ~~on what types of wastes are accepted, please call the waste management facility~~ guidelines and restrictions are posted on the RSA website.

Sec. 21.2-59. Substance regulations.

(a) Generally. No solid waste of any sort shall be removed from private premises and deposited for disposal within the city at any location other than those approved by the city manager or his designee provided that the materials approved for disposal are consistent with the federal and state regulations for the disposal of such solid waste and this chapter.

(b) Prohibited solid waste. Solid waste prohibited from disposal in the ~~municipal solid waste management~~ RSA's ~~landfill~~ facilities are as follows:

(1) Free liquids.

a. Bulk or non-containerized liquid waste unless the waste is leachate or gas condensate derived from the ~~municipal solid waste management~~ RSA facility itself and the facility is designed with a composite liner and leachate collection system as described in sections 5.1.B.9. and 5.5.B. of the Virginia Solid Waste Management Regulations (VR 672-20-10), or

b. Containers holding liquid waste, unless:

1. The container is a small container similar in size and total quantity to that normally found in household waste;

2. The container is designed to hold liquids for use other than for storage; or

(2) Regulated hazardous wastes.

(3) Solid waste, residue or soil containing dioxins as regulated within the Virginia Solid Waste Management Regulations (VR 672-20-20), and as prohibited by rules or regulations adopted or policies established by the ~~city~~ RSA.

(4) Solid waste, residue or soil containing polychlorinated biphyenols (PCBs) as regulated within the Virginia Solid Waste Management Regulations (VR 672-20-10), and as prohibited by rules or regulations adopted or policies established by the ~~city~~ RSA.

(5) Unstabilized sewage sludge or sludges and combustion residue (ash) as regulated within the Virginia Solid Waste Management Regulations (VR 672-20-10), and as prohibited by rules or regulations adopted or policies established by the ~~city~~ RSA.

(6) Pesticide containers that have not been triple rinsed and crushed.

(7) Drums and barrels that are not empty, properly cleaned and opened ~~and~~ with both ends cut out.

(8) Waste oil, with the exception being used motor oil accepted from Lynchburg residents on household hazardous waste collection days.

(9) Contaminated soil as regulated within the Virginia Solid Waste Management Regulations (VR 672-20-10), and as prohibited by rules or regulations adopted or policies established by the ~~city~~ RSA.

(10) Asbestos containing material as prohibited by rules or regulations adopted or policies established by the ~~city~~ RSA.

(11) Regulated infectious wastes.

(12) Large animal carcasses.

(13) Any solid waste otherwise prohibited under this chapter or by rules or regulations adopted or policies established by the ~~city.~~ RSA.

(c) Permitted solid waste. Solid waste not listed in section 21.2-59(b) may be accepted for disposal ~~in~~ at ~~the~~ a ~~municipal solid waste management~~ RSA ~~landfill~~ facility. Such solid waste that generally will be accepted, ~~and~~ subject to ~~municipal solid waste management~~ RSA facility operating procedures, for disposal in ~~the~~ a ~~municipal solid waste management~~ RSA ~~landfill~~ facility includes, but is not necessarily limited to, the following:

~~(1) Agricultural waste.~~

~~(2) Special wastes such as dusts, powders, sludges, and ash and air pollution control residues that are not classified as hazardous waste when managed as regulated by rules or regulations adopted or policies established by the city.~~

~~(3) Commercial waste.~~

~~(4) Compost.~~

~~(5) Discarded material.~~

(1)(~~6~~) Garbage.

(2) ~~(7)~~ Household waste.

~~(8) Industrial waste, except where such waste does not meet the criteria in the municipal solid waste management facility operating procedures or this chapter for the disposal of industrial waste.~~

(3) ~~(9)~~ Inert waste.

~~(10) Institutional waste, except anatomical waste from health care facilities or regulated medical waste as specified in the Virginia Medical Waste Management Regulations (VR 672-40-01).~~

~~(11) Municipal solid waste.~~

~~(12) Putrescible waste, including small animal carcasses other than livestock~~.

(4) (~~13~~) Refuse.

~~(14) Construction/demolition waste~~.

(5) (~~15~~) Rubbish.

~~(16)Scrap metal~~.

~~(17) Wastewater treatment sludges containing no free liquids and stabilized, digested or heat treated wastewater treatment plant sludges containing no free liquids. The amount of sludges accepted for disposal may be limited by the municipal solid waste management facility operating procedures~~.

(6) (~~18~~) Debris and yard waste.

(7) (~~19~~) White goods.

~~(d) Commercial and industrial waste. Commercial and industrial waste will not be accepted for disposal at the municipal waste management facility unless all recyclable materials, tires, wood and other forms of solid waste as designated in the municipal solid waste facility operating procedures are removed from such commercial or industrial waste prior to delivery to the facility, or separated upon delivery to the facility.~~

~~(e) Special and industrial waste. Only certain types of special and industrial waste as approved by the Virginia Solid Waste Management Regulations (VR 672-20-10) may be disposed of in the municipal solid~~

~~waste management facility. Any such industrial or special waste shall be delivered in a form so as not to include other types of solid waste. Any person desiring to dispose of special or industrial waste in the municipal solid waste management facility shall (i) obtain approval for disposal of the special waste from the city prior to delivery and (ii) deliver to the city a copy of all certifications and results of independent laboratory analysis required by the city.~~

(8) ~~(f)~~ Wood, debris and yard waste. Any wood, debris and yard waste delivered to ~~the~~ a ~~municipal solid waste management~~ RSA facility for disposal shall be separated from other solid waste being delivered to the facility.

(d) ~~(g)~~ Any person who delivers to ~~the~~ a ~~municipal solid waste management~~ RSA facility any solid waste prohibited from disposal in the facility under section 21.2-59(b), shall promptly upon notification from the ~~city~~ RSA remove such prohibited wastes from the facility. Failure to remove such prohibited waste constitutes a violation of this chapter. The ~~city~~ RSA may choose to sample, test, store, transport and haul any such prohibited waste for appropriate disposal and charge the person delivering said waste for all incurred city and contractual costs.

(e) ~~(h)~~ Any person who delivers to ~~the~~ a ~~municipal solid waste management~~ RSA facility any non-household waste, either entirely or in part, must participate in an inspection of that delivered waste upon request by authorized employees and according to solid waste management facility procedures.

Sec. 21.2-60. ~~Solid waste management~~ Region 2000 Services Authority (RSA) facility fees.

(a) Fees for solid waste delivered to ~~the~~ a ~~municipal solid waste management~~ RSA ~~landfill~~ facility shall be periodically reviewed and determined by the ~~city council~~ RSA Board of Directors as specified and posted at the ~~solid waste management~~ RSA facility.

(b) Payments will be collected at the RSA ~~landfill scalehouse~~ facility. ~~in cash or check, except that commercial and industrial users may request monthly billings for solid waste management facility service provided they are licensed to do business in the city. The fees charged such commercial and industrial users shall be due and payable within forty-five (45) days of the billing date of the statement to the user. For all statements remaining unpaid for forty-five (45) days, a penalty in the amount of ten (10) percent or ten dollars ($10.00), whichever is greater, shall be assessed thereon. Further, for all statements remaining unpaid at the end of a period of sixty (60) days following the date of issue, there shall be assessed thereon interest at the rate of ten (10) percent per annum from the first day following the day such amount is due, and said interest shall be collected upon both the charges and any penalty assessed thereon.~~

~~(c) Any person or business whose check for landfill tipping fees is returned for delinquent funds may be required to pay future landfill tipping fees with cash.~~

~~(d) The city reserves the right to cancel any landfill charge account that is continuously reported on the landfill cut-off list for delinquent payments. All payments thereafter must be made by cash or check each trip.~~

~~(e) A surcharge fee may be assessed by the city for special or industrial waste that requires research, analysis and/or special handling.~~

2. That this ordinance shall become effective on its passage.

Adopted:

Certified: _____
Clerk of Council

118L

// A regular meeting of the Council of the City of Lynchburg was held on the 14th day of August, 2012, at 4:00 P.M. in the Council Chamber, City Hall, Michael Gillette, President, presiding. The following Members were present:

Present: Foster, Helgeson, Nelson, Perrow, Gillette 5

Absent: Cary, Johnson 2

// City Manager Kimball Payne introduced Karen Walton, the new Greater Lynchburg Transit Company (GLTC) General Manager.

// Human Resources Director Margaret Schmitt and Schools Chief Financial Officer Anthony Beckles gave a progress report toward a consolidated health benefits package for City and City Schools employees.

Council Member Perrow read the following comments from Council Member Cary. Council Member Cary's concern about using the word "consolidation" to describe the progress to date is being generous at best. Council Member Cary further stated the goal as expressed in meeting with the consultants months ago is to have a basic plan for both City and City School employees with the option of a "richer" plan for which employees would pay more. "We are light years from being anywhere close to that. The fact that the City and City Schools are at least talking about "consolidation" is a good thing but we're a long way from achieving real consolidation and I find that both disconcerting and disappointing." Council Members also stated they were pleased with the progress and thanked both the City and City Schools in working together to continue the consolidation of having one health plan for City and City Schools employees.

// Gary Christie, Executive Director of the Region 2000 Local Government Council and Bryan David, Executive Director of the Economic Development Council provided an overview of Region 2000 Partnership and the Local Government Council.

Council Member Perrow had several suggestions for the Region 2000 Local Government Council to possibly look into the idea of consolidation of the different Social Services in the region and also have a conversation of a Regional Airport Authority.

// Vice Mayor Johnson arrived at the meeting at 5:25 p.m.

// City Manager Kimball Payne made some introductory comments regarding the trash collection and the disposal programs which would include proposed changes to City Code regarding solid waste management services. Director of Public Works Dave Owen provided an update on the Trash Cart Program. Mr. Owen made remarks regarding the planned changes and the necessary revisions to the City Code to both implement the changes and to recognize the transition of solid waste disposal activities from the City to the Region 2000 Services Authority. Mr. Owen further stated in his presentation one recommendation/option is to move toward color prepaid trash bags.

During Council discussion there were questions and concerns regarding the options for color prepaid trash bags. Mayor Gillette read comments from Council Member Cary stating he understands that citizens "game" the system in two ways: (1) upgrading from 32 gallon to 64 gallon containers, and (2) putting bags of trash out for pickup without the required tag. Council Member Cary further commented going to color prepaid bags is a partial solution, but what about the trash cans without current decals?

Mayor Gillette quoted Council Member Cary "At some point we have to inject firmness – tough love, if you will – to our trash pickup policy; if it's not in a properly colored bag or a trash can with current sticker, it will not be picked up. Citizens can always take it to the landfill – free for first 500 pounds each month."

Mr. Owen further discussed the trash carts to say that the pay-as-you throw system works but a few changes could make it work better with less violations and will generate additional revenue ("everyone pay their fair share"). Council discussion and concerns regarding the trash carts were: more choices for citizens, collection procedures, charging a fee for switching from 32 gallon to 64 gallon carts and how to continue encouraging recycling.

Mayor Gillette stated that Council had consensus on several points which were: 1) retain the two cart sizes, 2) staff develop some type of fee structure for switching out carts, 3) do not leave uncollected trash on the streets and 4) continue the conversation on colored trash bags. Consensus from Council is to bring this item back for further discussion in September.

// City Manager Kimball Payne discussed with Council a date for Council's Retreat and the joint meeting with the School Board. After Council discussion, it was the consensus of Council to schedule Friday, October 19, 2012 as the date for Council's Retreat. Suggestion from Council is to not call this a Retreat but Council Strategic Planning Session. The joint meeting with Council/School Board will be held on Tuesday, October 30, 2012; location and time will be announced later.

// During roll call Council Member Foster gave an update on Live Healthy Initiatives stating that there were 2,231 citizens now logged on that site. The challenge was to lose 12 tons in 2012 and that has been done with 23,774 pounds lost. What a way to go Lynchburg and surrounding area.

// Council Member Helgeson stated that on Fort Avenue near Osaka Restaurant the City needs to look into paving the center lane which is rough and has holes.

// Vice Mayor Johnson stated there is a public trash receptacle at the top of 12th Street stairs and the citizens in that neighborhood would like to have it moved to a different location because a family has moved into the house where the receptacle was located. The Farmers City Beautification Committee asked if there were any funds left in the Keep Lynchburg Beautiful Commission.

// On motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote elected to hold a closed meeting to consider appointments to Council-appointed Boards and Commissions, i.e. Youth Services Citizens Board, VASAP Board and Regional Tourism Board, for consultation with legal counsel and briefings by staff members regarding a legal matter requiring the provision of legal advice, specifically, legal issues involving the award of the proposed towing contract and to conduct performance evaluations of the City Manager, City Attorney and Clerk of Council respectively, pursuant to Section 2.2-3711(A.)(1) and (7) of the Code of Virginia, 1950, as amended:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// The meeting was re-opened to the public.

// Council Member Helgeson made the following motion:

WHEREAS, the Council of the City of Lynchburg has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by City Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by Council.

The Motion was seconded by Council Member Nelson, and Council by the following recorded vote adopted the motion:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// In the matter of Appointments, and on nomination of Council Member Perrow, seconded by Council Member Nelson, Council by the following recorded vote appointed Anthony Andrews to serve on the Youth Services Citizens Board to fill an unexpired term ending June 30, 2015:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

On nomination of Council Member Perrow, seconded by Council Member Nelson, Council by the following recorded vote re-appointed Nicholas R. Gilger to serve another term on the VASAP Board for term to expire August 31, 2015:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

On nomination of Council Member Perrow, seconded by Council Member Nelson, Council by the following recorded vote appointed Todd A. Swindell to serve on the Regional Tourism Board to fill an unexpired term ending June 30, 2013:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// City Council recessed the meeting at 6:33 p.m.

// City Council reconvened the meeting at 7:30 p.m.

The following Members were present:

Present: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 6

Absent: Cary 1

Vice Mayor Johnson gave the Invocation, followed by the Pledge of Allegiance.

// Copies of the minutes of the June 26, 2012 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Nelson, seconded by Council Member Perrow, Council by the following recorded vote approved the minutes as presented:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 6

Noes: 0

Absent: Cary 1

// Copies of the minutes of the July 3, 2012 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Nelson, seconded by Council Member Perrow, Council by the following recorded vote approved the minutes as presented:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 6

Noes: 0

Absent: Cary 1

// Copies of the minutes of the July 10, 2012 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Nelson, seconded by Council Member Perrow, Council by the following recorded vote approved the minutes as presented:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 6

Noes: 0

Absent: Cary 1

// In the matter of Commonwealth Attorney, Resolution #R-12-087 amending the FY 2013 General Fund Budget and appropriating $17,736, with resources from additional Fines and Fees Collection Revenue to support a new Fines and Fees Collection Division in the Office of the Commonwealth's Attorney, laid over from the July 10, 2012 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Perrow, Council by the following recorded vote adopted the Resolution:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 6

Noes: 0

Absent: Cary 1

// In the matter of Human Services - General, Resolution #R-12-089 amending the FY 2013 City/Federal/State Aid Fund budget and appropriating $50,862 with resources from Centra Health, Inc. for an Out-stationed Benefit Programs Specialist position, laid over from the July 10, 2012 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Perrow, Council by the following recorded vote adopted the Resolution:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 6

Noes: 0

Absent: Cary 1

// City Council Report # 13 was considered. On motion of Council Member Nelson, seconded by Council Member Perrow, Council by the following recorded vote adopted Resolution #R-12-092, as presented, approving the name change of the Central Virginia Community Services Board to "Horizon Behavioral Health":

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// In the matter of Community Planning - Zoning, a public hearing was held regarding City Council Report #14 outlining the petition of Jackson Street United Methodist Church for a Conditional Use Permit (CUP) at 900 and 906 Jackson Street to allow a child care center for up to twenty (20) children in an R-3, Medium Density, Two-Family Residential District. City Planner Tom Martin gave a summary of the request and stated the Planning Commission recommended approval of the petition for Jackson Street United Methodist Church. Dr. Alexander Duncan, Jr., Jackson Street United Methodist Church representative, spoke to this item and asked for Council approval. Five individuals spoke in favor of the petition. There was no one else present who wished to speak to this item, and the public hearing was closed. On motion of Vice Mayor Johnson, seconded by Council Member Helgeson, Council by the following recorded vote adopted Resolution #R-12-093, as presented, granting the Jackson Street United Methodist Church a Conditional Use Permit at 900 and 906 Jackson Street:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// In the matter of Community Planning – Zoning Amendments, a public hearing was held regarding City Council Report #15 regarding amending the Future Land Use Map (FLUM) from Institutional to Medium Density Residential at 512 Breezewood Drive and outlining the petition of Mark Hartless to rezone approximately three and ninety-nine hundredths (3.99) acres from R-3, Medium Density, Two-Family Residential District to R-4, Medium-High Density Residential District at 512 Breezewood Drive. City Planner Tom Martin gave a summary of the request and stated the Planning Commission recommended approval of the FLUM and the rezoning petition. Mr. Norm Walton, Perkins & Orrison, Inc. representative, and Mr. Mark Hartless, property owner, spoke to this item and asked for Council approval for the FLUM and the rezoning. Four individuals spoke in opposition regarding their concerns on the conditions of the road and added traffic on an already narrow and overburdened road. There was no one else present who wished to speak to this item, and the public hearing was closed. On motion of Council Member Perrow, seconded by Council Member Helgeson, Council by the following recorded vote adopted Ordinance #O-12-094, as presented, amending the Future Land Use Map from Institutional to Medium Density Residential at 512 Breezewood Drive:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// During Council's discussion in the matter of rezoning the property at 512 Breezewood Drive, Council had several concerns regarding the density, developers future alternatives, lack of proffers and the traffic problem. Vice Mayor Johnson was in favor of moving forward with this project and not to delay the project.

// Council Member Perrow made a motion, seconded by Council Member Helgeson to delay action on this item and bring the item back to the September 11 Council meeting.

// Vice Mayor Johnson made a substitute motion to move forward with approving the rezoning petition. The motion failed for lack of a second.

// Council Member Perrow restated his motion, seconded by Council Member Helgeson to delay action on this item. Council by the following recorded vote adopted the motion to delay action on rezoning property at 512 Breezwood Drive and bring this item back to the September 11 Council meeting:

Ayes: Foster, Helgeson, Nelson, Perrow, Gillette	5
Noes: Johnson	1
Absent: Cary	1

// In the matter of Public Works – General, a public hearing was held regarding City Council Report #16 to receive citizen comments on the adoption of a resolution authorizing the City Attorney's office to initiate condemnation proceedings to acquire a storm sewer easement on property owned by Sandra A. Schwarz, located at 2123 Rivermont Avenue. Public Works Director Dave Owen gave a summary of the request. There was no one else present who wished to speak to this item, and the public hearing was closed. Council Member Perrow, Chair of the Physical Development Committee (PDC) stated that this matter came before the PDC which recommended approval to initiate condemnation proceedings to acquire a storm sewer easement. This motion does not require a second, and Council by the following recorded vote adopted Resolution #R-12-095, as presented, to initiate condemnation proceedings to acquire a storm sewer easement on property owned by Sandra A. Schwarz, located at 2123 Rivermont Avenue:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// In the matter of Police – General, City Council Report #17 was considered. Council Member Nelson, Chair of the Finance Committee (FC) stated that this matter came before the FC which recommended approval to implement a multi-disciplinary Crisis Intervention Team. This motion does not require a second, and Council by the following recorded vote introduced and laid over to a later meeting for final action Resolution #R-12-096, as presented, amending the FY 2012 City/Federal/State Aid Fund budget and appropriating $70,110, with resources of $63,099 from the 2012 Byrne/JAG Program and $7,011 from Central Virginia Community Services, to implement a multi-disciplinary Crisis Intervention Team:

Ayes: Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	6
Noes:	0
Absent: Cary	1

// In the matter of Towing, City Council Report #18 was removed from the Agenda.

// On motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote elected to continue the closed meeting to conduct performance evaluations of the City Manager and City Attorney respectively, pursuant to Section 2.2-3711(A.)(1) of the Code of Virginia, 1950, as amended:

Ayes: Foster, Johnson, Nelson, Perrow, Gillette	5
Noes: Helgeson	1
Absent: Cary	1

// The meeting was re-opened to the public.

// Council Member Perrow made the following motion:

WHEREAS, the Council of the City of Lynchburg has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by City Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by Council.

The Motion was seconded by Vice Mayor Johnson, and Council by the following recorded vote adopted the motion:

Ayes: Foster, Johnson, Nelson, Perrow, Gillette	5
Noes:	0
Absent: Cary, Helgeson	2

// The meeting was adjourned at 10:15 P.M.

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Clerk of Council

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **8**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Virginia Department of Environmental Quality, Site Specific Assessment Grant; Budget Amendment and Appropriation (No Local Match)**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City Capital Project Fund budget and appropriate $30,000 with resources from the Virginia Department of Environmental Quality, Voluntary Remediation Program, Site Specific Assessment Grant to complete a site specific environmental assessment and remediation plan for the former Allen Morrison property.

SUMMARY: As a participant in the Virginia Department of Environmental Quality, Brownfields Voluntary Remediation Program, the City has been awarded $30,000 in Site Specific Assessment Grant funds to complete a site assessment and to finalize the remediation plan of the former Allen Morrison property. A site assessment has been substantially completed and final remediation options are under development. Several samples are required to complete the site assessment; indications are this will be the final required sampling. Once sampling is complete the remediation plan can also be finalized.

This award requires no match. No additional City funds are requested to support this award.

PRIOR ACTION(S): August 14, 2012, Finance Committee

FISCAL IMPACT: None, no local match is required.

CONTACT(S): Kay Frazier, Director of Parks and Recreation, 455-5868; Dee Dee Conner, Principal Engineer, 455-3928

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION

BE IT RESLOVED that the FY 2013 City Capital Projects Fund budget is amended and $30,000 is appropriated with resources from the Virginia Department of Environmental Quality to complete a site specific environmental assessment and remediation plan for the former Allen Morrison property.

Introduced: Adopted:

Certified: _____
Clerk of Council

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LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **9**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Virginia Department of Conservation and Recreation – Recreational Trails Program Grant; Budget Amendment and Appropriation**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City Capital Projects Fund budget and appropriate $97,000 with resources from the Virginia Department of Conservation and Recreation, Recreational Trails Program to rehabilitate 5.2 miles of existing trail from Hollins Mill to the Blackwater Creek Athletic Area and extend the trail an additional 1.5 miles from the Blackwater Creek Athletic Area through Lynchburg College.

SUMMARY: The City applied for and received $97,000 in grant funds from the Virginia Department of Conservation and Recreation to support the implementation of the first phase of the Creekside Trail Extension Plan. This funding will be used to rehabilitate 5.2 miles of existing trail from Hollins Mill to the Blackwater Creek Athletic Area and extend the trail an additional 1.5 miles from the Blackwater Creek Athletic Area through Lynchburg College.

In February and August of 2011, Council adopted resolutions supporting the submittal of the grant application. The grant requires a minimum match of 20% ($24,250). The match will be met through a combination of funds donated by the Friends of Lynchburg Stream Valleys ($17,261) and existing capital funds within Capital Improvement Program (CIP) Creekside Trail Extension Project ($8,000). The donation was appropriated with the application resolution; therefore, no matching funds need to be appropriated with this resolution. No additional City funds are needed to meet the match requirement.

The Natural Bridge Appalachian Club has committed to supervising and supporting volunteer labor during construction, with in-kind volunteer support of the projected estimated at $25,000.

PRIOR ACTION(S): January 25, 2011 Finance Committee; February 8, 2011 City Council; August 9, 2011 City Council; August 14, 2012 Finance Committee

FISCAL IMPACT: None, the required local match is available through a donation from the Friends of Lynchburg Stream Valleys and existing funds in the CIP.

CONTACT(S): Kay Frazier, Director of Parks and Recreation, 455-5868; Andrew Reeder, Parks Service Manager, 455-5876

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED that the FY 2013 City Capital Projects Fund budget is amended and $97,000 is appropriated with resources from the Virginia Department of Conservation and Recreation, Recreational Trails Program to rehabilitate 5.2 miles of existing trail from Hollins Mill to the Blackwater Creek Athletic Area and extend the trail an additional 1.5 miles from the Blackwater Creek Athletic Area through Lynchburg College.

Introduced: Adopted:

Certified: _____
Clerk of Council

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LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **10**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **2012 Edward Byrne Memorial Justice Assistance Grant (JAG); Budget Amendment and Appropriation (No Local Match)**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City/Federal/State Aid Fund budget and appropriate $43,266 with resources from the 2012 Edward Byrne Memorial Justice Assistance Grant to purchase Taser Electronic Control Devices and holsters, laptop computers and docking stations, and audio/video recording equipment.

SUMMARY: The City is eligible to receive $43,266 in Edward Byrne Memorial Justice Assistance Grant (JAG) funding. Funding will be utilized to purchase Taser Electronic Control Devices and holsters for the Police Department and Sheriff's Office ($18,874), laptop computers and docking stations for the Office of the Commonwealth's Attorney ($4,392), and audio/video recording equipment for the Police Department ($20,000). Total equipment cost is $43,266, which is fully reimbursable by the grant. No local matching funds are required.

PRIOR ACTION(S): April 10, 2012 City Council – Approval of application submission; August 14, 2012 Finance Committee

FISCAL IMPACT: None, no local match is required.

CONTACT(S): Police Chief Parks Snead, 455-6104; Captain R.M. Zuidema, Police Department, 455-6052

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2013 City/Federal/State Aid Fund budget is amended and $43,266 is appropriated with resources from the 2012 Edward Byrne Memorial Justice Assistance Grant to purchase Taser Electronic Control Devices and holsters, laptop computers and docking stations, and audio/video recording equipment.

Introduced: Adopted:

Certified: _____
Clerk of Council

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LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **11**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund (RSAF) Grant to purchase cardiac equipment, ambulance cots, and Toughbooks; Budget Amendment and Appropriation**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City/Federal/State Aid Fund budget and appropriate $134,860 with resources of $87,446 from the RSAF grant and $47,414 transferred from the FY 2013 General Fund Fire Department budget to purchase two (2) Physio LifePak 15 cardiac monitor/defibrillators, two (2) Stryker Power Pro ambulance cots, and ten (10) Panasonic Toughbook 19 computers for the Fire Department.

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 Physio LifePak 15 cardiac monitor/defibrillators will replace two in-service LifePak 12 units that have reached the end of their useful life cycle. The LifePak 15 is an upgrade from the LifePak 12; it has carboxyhemoglobin monitoring capability and is more ruggedly constructed.

The Stryker Power Pro ambulance cots will replace two current cots that will be five years old by the grant award date. The current units are demonstrating mechanical difficulties and the maintenance costs are increasing. Additionally, the Power Pro cots have reduced back injuries to EMS providers while lifting and moving patients on cots.

The Toughbook 19 computers will replace eight current Toughbooks that have reached the end of their useful life cycle and add two to the inventory for spares. The Toughbooks will be placed in the medic units and in the EMS Supervisor's vehicle for patient care reporting.

This grant requires a local match. The two LifePak 15 cardiac monitor / defibrillators cost $63,215 (RSAF: $50,572, local match: $12,643). The two Power Pro stretchers cost $26,698 (RSAF: $19,944, local match: $6,754). The ten Panasonic Toughbook 19 computers cost $44,947 (RSAF: $16,930, local match: $28,017). The total cost is $134,860. The $47,414 match will be funded from the FY 2013 General Fund Fire Department budget.

PRIOR ACTION(S): Finance Committee, April 24, 2012; Finance Committee, August 14, 2012

FISCAL IMPACT: The $47,414 in matching funds will be provided from the Fire Department's FY 2013 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 Jason Campbell, 455-6363; Ellen Davidson-Martin, Fire Administrative Manager, 455-6368

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2013 City/Federal/State Aid Fund budget is amended and $134,860 is appropriated with resources of $87,446 from the RSAF grant and $47,414 transferred from the FY 2013 General Fund Fire Department budget to purchase two (2) Physio LifePak 15 cardiac monitor/defibrillators, two (2) Stryker Power Pro ambulance cots, and ten (10) Panasonic 19 Toughbook computers for the Fire Department.

Introduced: Adopted:

Certified: _____
Clerk of Council

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LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **12**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Safe Routes to School Grant; Budget Amendment and Appropriation (No Local Match)**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City/Federal/State Aid Fund budget and appropriate $376,796 with resources from the Virginia Department of Transportation Safe Routes to School Grant Program to improve routes for families and the community to have safe pedestrian and bicycle access to Dearington, T. C. Miller, and Perrymont Elementary Schools.

SUMMARY: On May 10, 2011, Council approved the submittal of a grant application to the Virginia Department of Transportation (VDOT) Safe Routes to School (SRTS) Program to provide pedestrian improvements around Dearington, T. C. Miller, and Perrymont Elementary Schools for the purpose of promoting safe walking access to the schools for families and the community.

In February 2012, the project application was selected by VDOT's SRTS Program and approved for funding by the Secretary of Transportation and the Commonwealth Transportation Board.

The total project cost is $376,796; the scope of work for the project is as follows:

- ***Dearington Elementary School, project cost – $115,870:***
  Approximately 2,930 feet of new sidewalks, 8 new pedestrian crosswalks, and ADA ramps as needed along Caroline, Page, York, Kirby, 2nd, Munford, and Stoneridge Streets; Hillcrest Avenue; and Langhorne Road.
- ***T. C. Miller Elementary School, project cost – $125,944:***
  Approximately 2,065 feet of new sidewalks, 16 pedestrian signals, and improvements to 18 crosswalks with ADA ramps as needed along Oakley and Mansfield Avenues; Kenyon, Eldon, and Richmond Streets; and McWane Circle.
- ***Perrymont Elementary School, project cost – $134,982:***
  Approximately 3,154 feet of new sidewalks and four bicycle and pedestrian crossing improvements along Perrymont, Biltmore, and Alabama Avenues; Alamont and Alexander Streets; and Thomas and Brandon Roads.

The grant period is three years and requires no local match. The project is the result of a partnership among Lynchburg City Schools, Virginia's Region 2000, and the City of Lynchburg to expand pedestrian resources to ensure residents and students can safely access local school facilities and other resources in the community. The development of these resources supports safe access, increases opportunities for exercise and healthy lifestyles for residents, and meets several of the City's Sustainable Lynchburg Initiative goals.

PRIOR ACTION(S): Council approval of SRTS Travel Plans and VDOT Grant Submittal, May 10, 2011; Finance Committee, August 14, 2012

FISCAL IMPACT: None, no local match is required; the City is responsible for future maintenance.

CONTACT(S): Dave Owen, Director of Public Works, 455-4469; Donald DeBerry, City Traffic Engineer, 455-3935; Numan Franklin, Neighborhood Program Coordinator, 455-3931; Kelly Hitchcock, Region 2000 Local Government Council, 845-5678

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2013 City/Federal/State Aid Fund budget is amended and $376,796 is appropriated with resources from the Virginia Department of Transportation Safe Routes to School Grant Program to improve routes for families and the community to have safe pedestrian and bicycle access to Dearington, T. C. Miller, and Perrymont Elementary Schools.

Introduced: Adopted:

Certified: _____
Clerk of Council

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LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: 13

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Conditional Use Permit (CUP) – Fairview Christian Church – Modified Sign Plan – 2705 Campbell Avenue**

RECOMMENDATION: Approval of the CUP petition.

SUMMARY: Fairview Christian Church is petitioning for a conditional use permit to allow a twenty-two (22) square foot modified sign, eighteen (18) square feet of which would be a digital reader board. The property is zoned R-3, Medium Density, Two-Family Residential District. The Planning Commission recommended approval of the petition because:

- The *Comprehensive Plan 2002-2020* recommends an Institutional use for the property.
- Modified signs are permitted within residential districts upon approval of a CUP by Council.
- The proposed sign would be located on a major thoroughfare (Campbell Avenue) and should have limited impact on the surrounding area.

PRIOR ACTION(S):

August 8, 2012: Planning Division recommended approval of the CUP petition.

Planning Commission recommended approval (5-0, 2 absent, Hooper, Sale) of the CUP petition.

FISCAL IMPACT: None

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

ATTACHMENT(S):

- Resolution
- Planning Commission Report – August 8, 2012
- Planning Commission Minutes – August 8, 2012
- Zoning Map
- Future Land Use Map
- Watershed Map
- Planimetric and Topographic Map
- Proposed Sign Location
- Sign Rendering
- Narrative
- Property Photograph
- Speaker Signup Sheet

REVIEWED BY:

RESOLUTION:

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO FAIRVIEW CHRISTIAN CHURCH TO ALLOW A TWENTY-TWO (22) SQUARE FOOT MODIFIED SIGN IN AN R-3, MEDIUM DENSITY TWO-FAMILY RESIDENTIAL DISTRICT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the petition of Fairview Christian Church for a conditional use permit at 2705 Campbell Avenue to allow a twenty-two (22) square foot modified sign in an R-3, Medium Density Two-Family Residential District, is hereby approved subject to the following conditions:

1. The total sign area shall not exceed twenty-two (22) square feet.
2. The digital display shall not exceed eighteen (18) square feet.
3. The digital display shall not display running animation or displays of an intermittent light or lights.
4. The digital display sign shall change its “on premises” message no more than once every six (6) seconds.

Adopted:

Certified: _____
Clerk of Council

120L

The Department of Community Development

City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: August 8, 2012
Re: **Conditional Use Permit (CUP) – Fairview Christian Church – Modified Sign Plan – 2705 Campbell Avenue**

I. PETITIONER

Fairview Christian Church, 2705 Campbell Avenue, Lynchburg, VA 24501
Representative: Mr. Tony McBride, I. H. McBride Sign Company, P.O. Box 622, Lynchburg, VA, 24505

II. LOCATION

The subject property is a tract of two and three tenths (2.3) acres located at 2705 Campbell Avenue.
Property Owner: Fairview Christian Church, 2705 Campbell Avenue, Lynchburg, VA 24501

III. PURPOSE

The purpose of the petition is to allow a modified sign for the existing church.

IV. SUMMARY

- The *Comprehensive Plan 2002-2020's Future Land Use Map* (*FLUM*) recommends an Institutional use for the property.
- The Zoning Ordinance permits signs in residential districts up to eighteen (18) square feet, which may be illuminated only by shaded white lights.
- The modified sign plan proposes a twenty-two (22)-square foot sign which would contain an eighteen (18)-square foot "Watchfire Message Center" (Digital Reader Board).

The Planning Division recommends approval of the CUP petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2002-2020* recommends an Institutional use for the property. Institutional areas include educational and other non profit entities of the city such as churches, cemeteries, private schools, universities, hospitals and service clubs. (***pg 5.3***) The property is also located within the Campbell Avenue Corridor Study Area as indicated on the *Plan Framework Map*. Planning for the future of the Campbell Avenue corridor should include:

   - Gateway landscaping improvements at the interchange with US Route 460;
   - Strategies to calm or channel traffic, especially in areas where pedestrian crossings are concentrated, for example, near the recreation center and the community markets;
   - Retrofitting existing development to provide for safe pedestrian connections, transit access, and cross-parcel vehicular circulation;
   - Addressing issues related to the conversion of existing single family houses with frontage on Campbell Avenue to commercial use;

- Limiting the extension of strip commercial development along the corridor;
- Clustering neighborhood-serving commercial uses at key intersections and improving pedestrian access;
- Encouraging design improvements to existing commercial buildings and signs; and
- Increasing the attractiveness of roadways and rights-of-way through landscaping and screening. (***pg. 4.13-4.14***)

The preparation of the Campbell Avenue/Odd Fellows Road Land Use Study is currently in progress with a presentation to the Planning Commission in the fall of 2012.

2. **Zoning.** The subject property was annexed into the City in 1926. The existing R-3, Medium Density, Two-Family Residential District was established in 1978.

3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances are needed for the development of the property as proposed.

4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:

- On January 8, 1980, Council approved the conditional use permit petition of Fairview Christian Church to allow the operation of a child care center at 2314 Mosby Avenue.
- On March 13, 1984, Council approved the conditional use permit petition of Fairview Christian Church to allow the construction of a parking lot at 2205 Mosby Avenue.
- On April 14, 1992, Council approved the conditional use permit petition of the Church of God of Prophecy to allow the construction of a parking area at 2205-2213 Cobbs Street.
- On October 12, 1993, Council approved the conditional use permit petition of the Church of God of Prophecy to allow the construction of classrooms, a multi-purpose facility and parking at 2600 Garfield Avenue.
- On May 9, 2000, Council approved the rezoning petition of the Church of God of Prophecy to rezone four tenths (.04) of an acre at Otey and Cobbs Streets from I-2, Light Industrial District to R-3, Medium Density, Two-Family Residential District and approved a conditional use permit to allow the construction of a fellowship hall and parking lot.
- On October 11, 2011, Council approved the conditional use permit petition of First Baptist Church of South Lynchburg to allow the construction of a church and parking area at 2431, 2438, 2458, 2467 and 2503 Tazewell Avenue.
- On November 8, 2011, Council approved the conditional use permit petition of the Virginia University of Lynchburg to allow the conversion of an existing dwelling into office use at 2147 and 2460 Campbell Avenue.

5. **Site Description.** The subject property is a tract of two and three tenths (2.3) acres located at 2705 Campbell Avenue. The property has frontage on four (4) city streets, Campbell Avenue, Sackett Street, Leyburn Street and Mosby Avenue. The property contains a thirty seven thousand, one hundred and thirteen (37,113) square foot building constructed in 1950. The property is elevated above Campbell Avenue and has a gentle slope to the south (towards the intersection of Leyburn and Sackett Streets).

6. **Proposed Use of Property.** The purpose of this petition is to allow the construction of a twenty-two (22)-square foot sign which would contain an eighteen (18)-square foot digital reader board. The proposed sign would replace two (2) twenty-two (22)-square feet signs.

7. **Traffic, Parking and Public Transit.** The City's Transportation Engineer had no comments of concern regarding the modified signage plan.

8. **Stormwater Management.** N/A

9. **Emergency Services:** The City Fire Marshal and Police Department had no comments of concern regarding the modified signage plan.

10. **Impact.** The property is zoned R-3, Medium-Density, Two-Family Residential District but has been used as a church since 1950. Permitted uses within the R-3, District are allowed one (1) sign per street frontage with up to eighteen (18) square feet in area. Only shade white lights are allowed for illumination, thus necessitating the modified sign request for the digital display sign.

    The petitioner is requesting to construct a modified sign which would include a total of twenty-two (22) square feet, eighteen (18) of which would be a digital display sign. The proposed sign would be two (2) sided and would replace two (2) existing, twenty-two (22)-square foot signs. Although the petitioner describes the existing sign, as one (1) "V" shaped sign, the *Zoning Ordinance* considers it as two (2) separate signs since the interior angle exceeds forty-five degrees (45º). Section 35.1-26.3 (e), Existing Signs of the *Zoning Ordinance* states that when existing nonconforming signs are modified, they may exceed the height and size requirements provided a twenty-five percent (25%) reduction of the existing sign is made. The proposal would reduce the total square feet by one-half (½).

    Digital sign technology is becoming more affordable and popular with institutions such as churches and schools. Since a majority of these institutions are located on property zoned residentially, the impacts of the sign on adjacent residential areas must be considered. The proposed sign location fronts Campbell Avenue, which is a major thoroughfare. The adjacent property to the north is owned by Fairview Christian Church and the property to the south is used for commercial retail. Properties located to the east (across Campbell Avenue) contain a mixture of vacant, residential and commercially used land. The right-of-way of Campbell Avenue varies but has a typical right-of-way width of seventy (70) feet. The proposed sign should have little negative impact on adjacent properties in the area provided there is compliance with the proposed conditions.

    11. Technical Review Committee. The Technical Review Committee (TRC) reviewed the conditional use permit on July 3, 2012. Comments related to the proposed use have or will be addressed prior to final site plan approval.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Fairview Christian Church to allow a modified sign at 2705 Campbell Avenue subject to the following conditions:

1. **The total sign area shall not exceed twenty-two (22) square feet.**

2. **The digital display sign shall not exceed eighteen (18) square feet.**
3. **The digital display sign shall not display running animation or displays of an intermittent light or lights.**
4. **The digital display sign shall change its "on premise" message no more than once every six (6) seconds.**

This matter is respectfully offered for your consideration.

William T. Martin, AICP
City Planner

pc: Mr. L. Kimball Payne, III, City Manager
Ms. Bonnie M. Svrcek, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozerow, Lynchburg Police Department
Captain Thomas Mack, Acting Fire Marshal
Mr. Doug Saunders, Building Commissioner
Mr. Robert Fowler, Zoning Administrator
Mr. Jacob Dorman, Environmental Reviewer
Mr. Tony McBride, I.H. McBride Sign Company

VII. ATTACHMENTS

1. **Zoning Map**
2. **Future Land Use Map**
3. **Watershed Map**
4. **Planimetric and Topographic Map**
5. **Proposed Sign Location**
6. **Sign Rendering**
7. **Narrative**
8. **Property Photographs**

MINUTES OF THE AUGUST 8, 2012 PLANNING COMMISSION MEETING (MINUTES HAVE BEEN APPROVED):

a. Petition of Fairview Christian Church for a conditional use permit to allow a modified sign at 2705 Campbell Avenue in an R-3, Medium Density, Two-Family Residential District. The modified sign would allow a digital reader board and a square footage of 22 square feet instead of the permitted 18 square feet.

Mr. Martin introduced Mr. Zach Warren, an intern from Economic Development currently attending VCU to present this petition. Mr. Warren summarized the application by explaining that Mr. Tony McBride of McBride Sign Company is representing Fairview Christian Church located at 2705 Campbell Avenue. The church is petitioning for a conditional use permit to allow a modified sign. The proposed sign would replace two existing nonconforming twenty-two (22) square foot signs with one twenty-two (22) square foot digital display. In reducing total signage by one half, the proposed sign is compliant with the *Zoning Ordinance's* requirements for modifying existing nonconforming signs. The planning division recommends the approval of this petition provided the modification meets the conditions as they are listed. The proposed modification does not appear to conflict with *Comprehensive Plan* and should have minimal impact on adjacent properties.

Mr. Tony McBride of McBride Signs was present to represent the petition. The church would like this sign because it will make it easier to change their message and make the content more visible to the community. Mr. Les Davidson with the Fairview Christian Church was also present and reiterated those reasons for requesting the sign.

Chair Hamilton asked for anyone else who wished to speak in favor of the petition. No one came forward. She asked for anyone who wished to speak in opposition to the petition. No one came forward. She closed the public hearing portion of the petition.

Commissioner Barnes noted that the existing base of the sign is presently a "V" shape. The digital sign will only take one half of that base and asked what will happen to the other half. Mr. McBride stated that it will remain. The church felt the side where the new sign will be located is really what is visible to traffic. Mr. McBride further explained that the reason the church needs to go with a larger sign is because digital signs only come in certain sizes. In order to get the name of the church across the top, this is the size they need to use. The next smaller size the church could use would be approximately half the size and would not allow them to fit the name of the church on it. It would also limit the text to two lines, which is not enough for their messages. Mr. McBride commented that this is a one-color sign, so there will be no real picture capability. The messages are likely to be text only.

Commissioner Coleman remarked that the church is one of the most impressive structures of Lynchburg, particularly as you come in on Campbell Avenue. He hates to see this sign change, however, he understands that the digital message board will be a great tool for the church.

Commissioner Swienton made the following motion, which was seconded by Commissioner Barnes:

"That the Planning Commission recommends to City Council approval of the petition of Fairview Christian Church to allow a modified sign at 2705 Campbell Avenue subject to the following conditions:

1. The total sign area shall not exceed twenty-two (22) square feet.

2. The digital display sign shall not exceed eighteen (18) square feet.

3. **The digital display sign shall not display running animation or displays of an intermittent light or lights.**

4. **The digital display sign shall change its "on premises" message no more than once every six (6) seconds."**

The commissioners were in consensus that the sign request seems to be consistent with other similar CUP requests by other churches for which they have recommended approval for to City Council. The motion passed by the following vote:

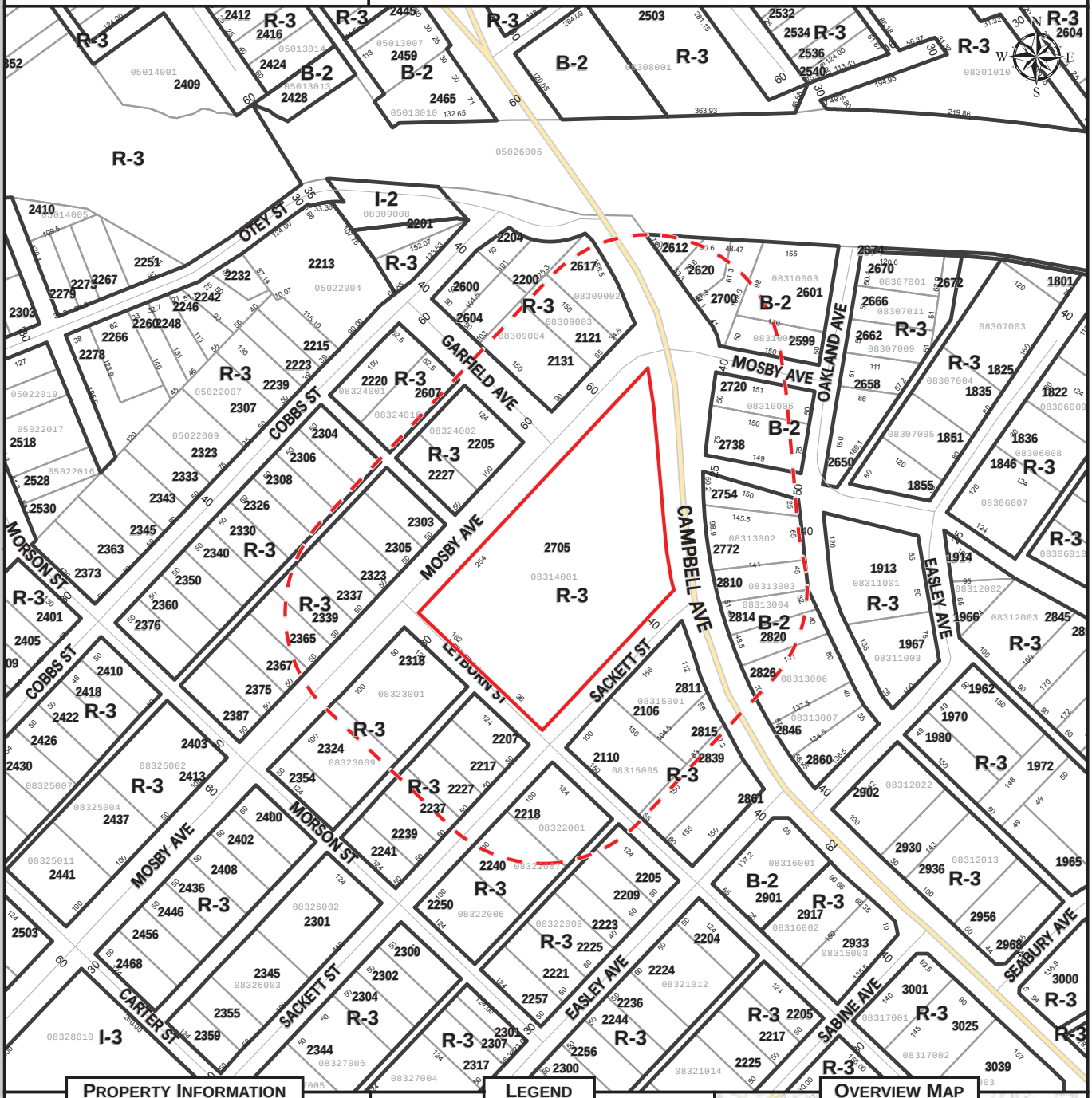
AYES:	Barnes, Coleman, Hamilton, Hannon and Swienton	5
NOES:		0
ABSTENTIONS:		0
ABSENT:	Hooper and Sale	2

Zoning Map

Conditional Use Permit

Fairview Christian Church Modified Sign Plan

Fairview Christian Church



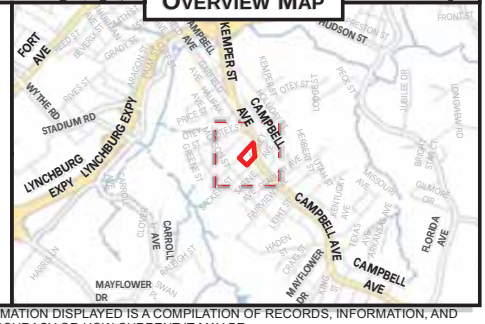
Property Information

Parcel ID	Address
08314001	2705 CAMPBELL AVE

Legend

- Subject Property
- 200' Buffer
- Zoning Boundary

Overview Map



Map Scale: 1 " to 200 ' **Date Printed:** 07/25/2012

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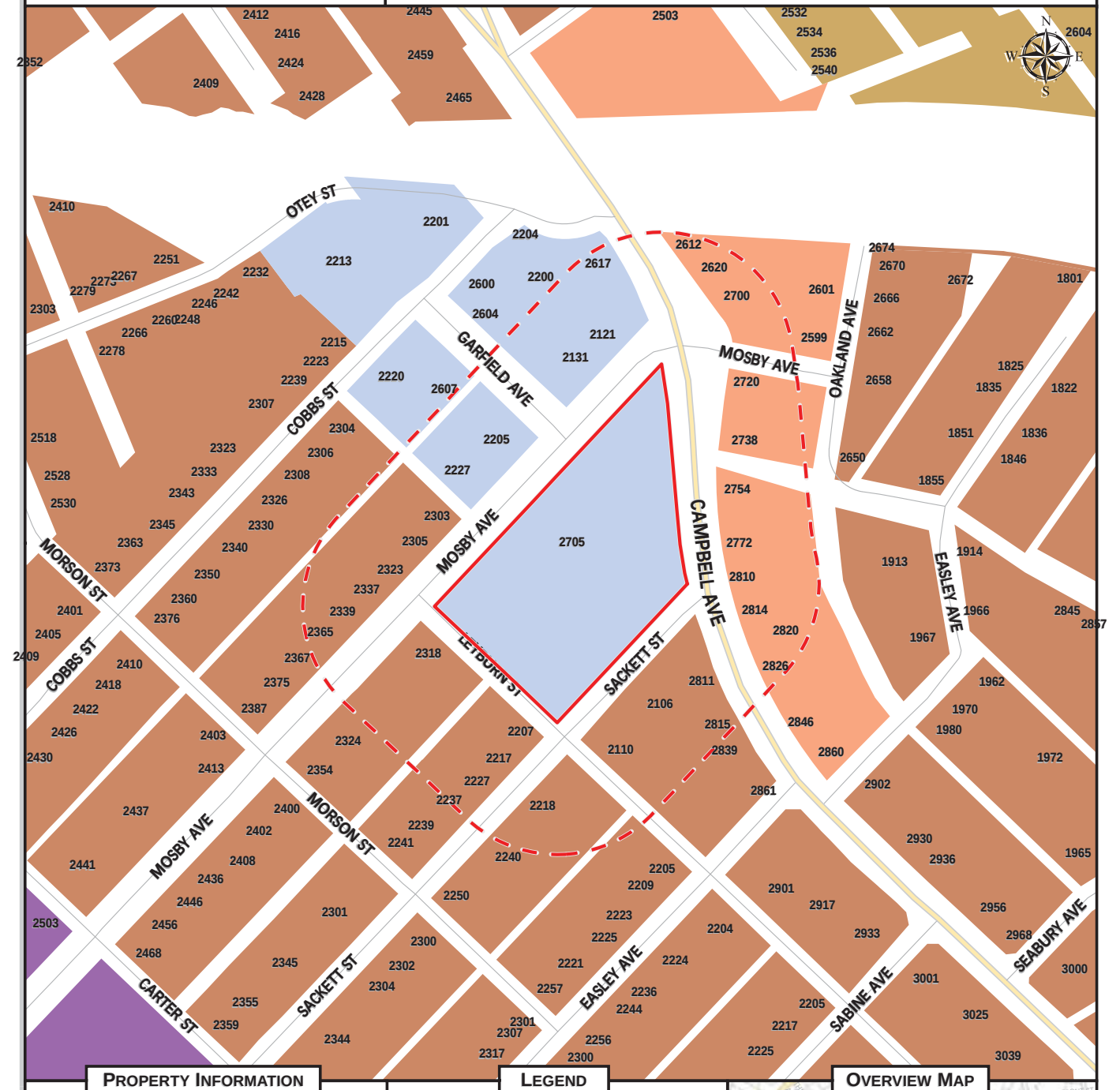
PIN	LocAddr	Owner1
08310001	2612 CAMPBELL AVE	ADVANCED SATELLITE SERVICES INC
08324018	2339 MOSBY AVE	ANDERSON, DAVID E & CONSTANCE C
08324004	2303 MOSBY AVE	AYERS, DOUGLAS R & JO ANN H
08324005	2323 MOSBY AVE	AYERS, DOUGLAS R & JOANN H
08324017	2305 MOSBY AVE	AYERS, DOUGLAS R & JOANN H
08324006	2337 MOSBY AVE	BLOUNT, RICHARD W SR
08323005	2237 SACKETT ST	BOWLING, MACK A
08323003	2217 SACKETT ST	BOWLING, MACK A
08310004	2599 OAKLAND AVE	BRI PROPERTIES LLC
08310003	2601 OAKLAND AVE	BRI PROPERTIES LLC
08310002	2700 CAMPBELL AVE	BRI PROPERTIES LLC
08324012	2326 COBBS ST	CARTER, BARBARA K
08323002	2207 SACKETT ST	CARTER, ELLEN B
08323009	2324 MOSBY AVE	CARWILE, PRESTON W & JOYCE M
08310007	2738 CAMPBELL AVE	CATLETT, JEFFERY S
08324013	2308 COBBS ST	CRAIG, FLOYD J
08322007	2240 SACKETT ST	DODGION, KEVIN S & DAWN E
08324014	2306 COBBS ST	ERVIN, WILLIAM K
08309002	2617 CAMPBELL AVE	FAIRVIEW CHRISTIAN CHURCH
08324003	2227 MOSBY AVE	FAIRVIEW CHRISTIAN CHURCH OFL
08313005	2820 CAMPBELL AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08324002	2205 MOSBY AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08310006	2720 CAMPBELL AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08314001	2705 CAMPBELL AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08309004	2131 MOSBY AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08309003	2121 MOSBY AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08323001	2318 MOSBY AVE	FAIRVIEW CHRISTIAN CHURCH TRS
08324007	2367 MOSBY AVE	FIELDER, JANET E
08313002	2772 CAMPBELL AVE	GRANT, KATHERINE V
08313001	2754 CAMPBELL AVE	GRANT, KATHERINE V
08324019	2365 MOSBY AVE	HENRY, VERNA C & HENRY, BARBARA B
08313004	2814 CAMPBELL AVE	JENKINS, LEONARD J
08313003	2810 CAMPBELL AVE	JENKINS, LEONARD J
08323004	2227 SACKETT ST	JENNINGS, MELANIE D B
08322001	2218 SACKETT ST	JENNINGS, TONY R
08315003	2839 CAMPBELL AVE	JOHN W FERGUSON LODGE #135 TRS
08315006	2815 CAMPBELL AVE	JOHN W FERGUSON LODGE #135 TRS
08315001	2811 CAMPBELL AVE	KRANTZ, RUSSELL A
08322003	2209 EASLEY AVE	NUCKLES, BRENDA D
08322002	2205 EASLEY AVE	NUCKLES, BRENDA D
08324015	2304 COBBS ST	NUCKLES, LUCILLE
08315005	2110 SACKETT ST	SMITH, KENTONNA L
08313006	2826 CAMPBELL AVE	VIAR, SHELTON W
08324016	2607 GARFIELD AVE	WILKERSON, HARRY J & EULA M
08310008	2620 CAMPBELL AVE	WOODS, HARRY N

FLUM Map

Conditional Use Permit

Fairview Christian Church Modified Sign Plan

Fairview Christian Church



Property Information

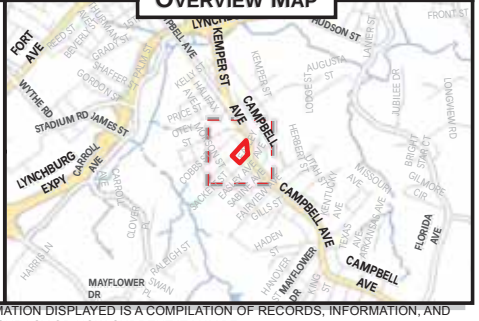
Parcel ID	Address
08314001	2705 CAMPBELL AVE

Legend

- Local Historic District
- Traditional Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Employment 1
- Employment 2
- Office
- Institution
- Downtown
- Public Use
- Public Parks
- Resource Conservation

Map Scale: 1 " to 200 ' **Date Printed:** 07/25/2012

Overview Map



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Watershed Map

Fairview Christian Church Modified Sign Plan

Conditional Use Permit

Fairview Christian Church

Property Information

Parcel ID	Address
08314001	2705 CAMPBELL AVE

Legend

- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

Overview Map

FISHING CREEK

Map Scale: 1 " to 200 ' **Date Printed:** 07/25/2012

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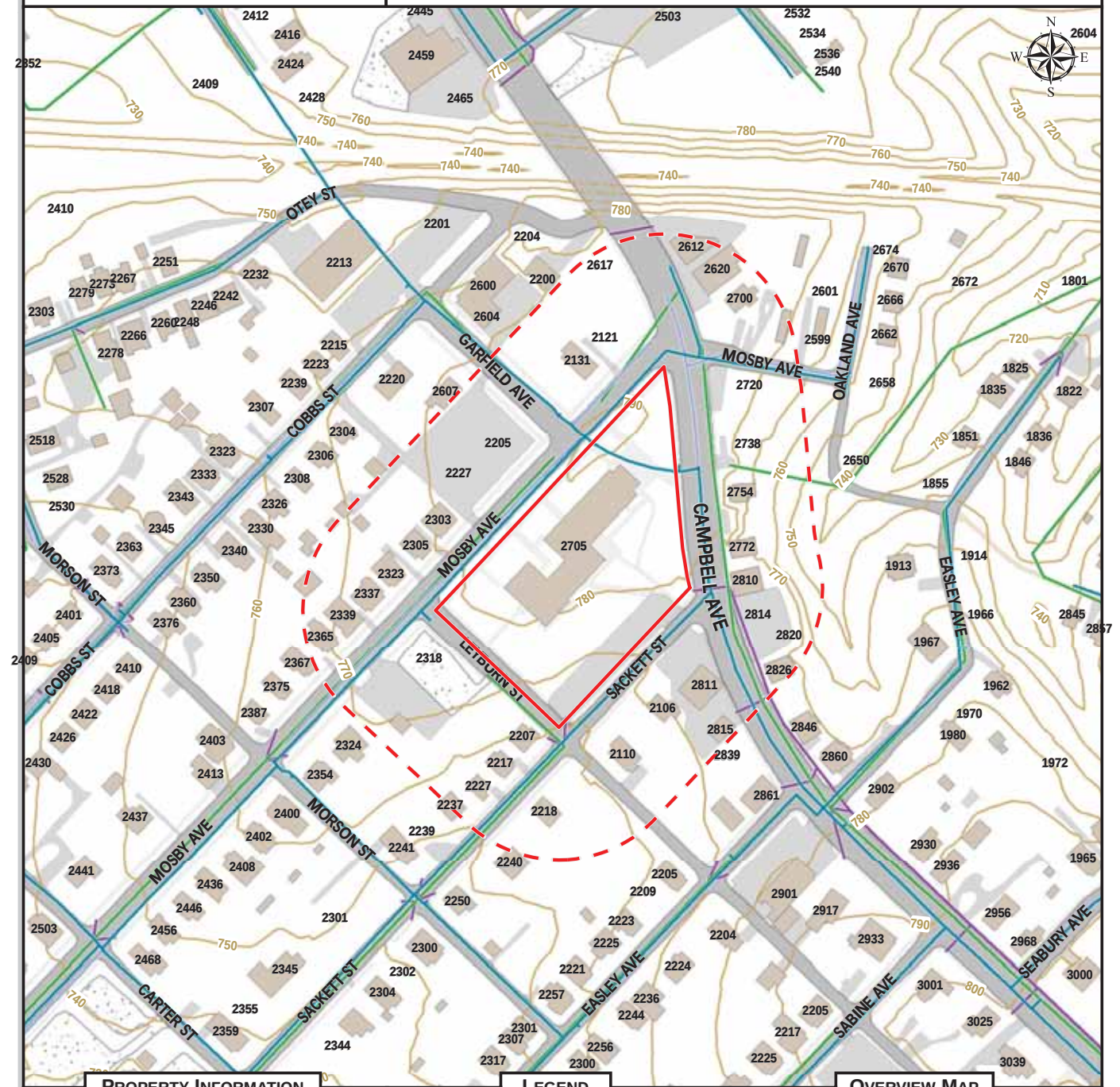
Planimetric and Topographic Map	Fairview Christian Church Modified Sign Plan
Conditional Use Permit	Fairview Christian Church



Property Information

Parcel ID	Address
08314001	2705 CAMPBELL AVE

Legend

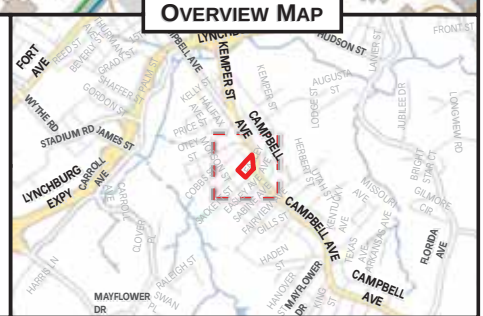
		Active	Proposed	Abandoned
Utilities	Water	—	- - -	
	Sanitary	—	- - -	
	Storm	—	- - -	

		Paved	Unpaved	Other
Planimetrics	Structure	-	-	
	Roadway			-
	Parking			-
	Sidewalk		-	-
	Driveway	-	-	

		10'	10' Obs
Topography	Contour		

Map Scale: 1 " to 200 ' **Date Printed:** 07/25/2012

Overview Map



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* = Conditional Use Permit Signs

X = Sign

1370 sq ft.

RECEIVED
JUN 19 2012
COMMUNITY DEVELOPMENT

Fairview Christian Church

- *4' 3" ht x 5' 3" length (22 Sq. Ft.) Less square footage than existing sign*
- *Existing sign 52" x 61.5"*
- *Single sided*
- *"Watchfire" Message Center*
- *19 mm Monochrome / Amber*
- *120 Volt 10 Amp Circuit*
- *Will use existing electric*
- *Will use existing structure for mounting new sign*
- *Communicates wirelessly with PC inside of church*

McBRIDE SIGN COMPANY
Since 1937
5483 South Amherst Hwy (434) 847-4151 phone
Madison Hts., Va. 24572 (434) 845-6880 fax

Client Name:
Fairview Christian Church

Location:
2701 Campbell Ave.
Lynchburg, Va. 24501

Drawing Number: 4

Date : 7-23-12

Client Approval

Sales Rep:
Tony McBride

McBRIDE SIGN COMPANY
SINCE 1937
Phone. (434) 847-4151
Fax. (434) 845-6980
www.mcbridesigns.com
P.O. Box 622
Lynchburg, Virginia 24505

"Celebrating 75 Years"

Comprehensive Sign Plan For Fairview Christian Church
35.1-26.16.

1.) Proposed sign is (1) double faced "V" shaped 19mm monochrome Watchfire digital display sign. Signs will be mounted to existing brick and steel work. Sign will use existing power supplied to previous sign:

- Sign size – 4' 3" tall x 5' 3" long (22 sq ft)
- Sign LED pitch is 19mm, monochrome color (amber) LED's
- Sign voltage is 120 volts on a 20 amp circuit
- Sign will use existing power to sign
- Sign will use existing structure for mounting
- New digital sign will replace a larger 52" x 61.5" fluorescent tube sign with new 4' 3" x 5' 3" digital LED display
- Sign is a double face and will replace the "V" shaped sign
- Sign connects to an interior personal computer and communicates messages via wireless radio transmitters
- New digital sign is 22 sq ft and comes under the allowed sign code for residential zoning

2.) Why is the update of the sign from manual changeable letter sign to digital channel letter sign needed?

- The new sign represents updated technology that will make it much easier to update messages on the sign. No more strain for the parishioners to change out the message. No changing messages in the snow, rain, or extreme heat.
- New digital sign will allow Fairview Christian Church to update the message much quicker and with more messages, which in turn can be used as a greater outreach and witnessing tool for the Community.
- This sign is for an established Church in the community and is not being used for a substantial monetary gain over the older existing sign.

Regards,

Tony McBride

FAIRVIEW CHRISTIAN
CHURCH
CIPLES OF CHRIST

CHURCH
SUNDAY SCHOOL 9:
WORSHIP 11:00
ALL WELCOME!
Dinner
HERE
@6pm

FREE
Dinner
HERE
Tuesdays @ 6pm

FREE
Dinner
HERE
Tuesdays @ 6pm

Conditional Use Permit

Fairview Christian Church Modified Sign Plan

August 8, 2012

PLEASE PRINT

NAME	ADDRESS	PHONE	IN FAVOR	IN OPPOSITION	NEUTRAL
TONY McBride	P.O. Box 622	Lynchburg VA			
Les Davidson	1747 Seabury Ave	Lynchburg VA			

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **14**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Public Hearing - National Car Rental Concession Agreement & Lease**

RECOMMENDATION: After a public hearing, authorize a Rental Car Concession Agreement and Lease between the City of Lynchburg and Enterprise Leasing Company of Norfolk/Richmond LLC, DBA National Car Rental, to operate a car rental business at Lynchburg Regional Airport, and authorize the City Manager to execute the agreement on behalf of the City.

SUMMARY: Since the new passenger terminal opened in 1992, Lynchburg Regional Airport has offered rental car services through three of the major rental car companies. In response to interest expressed by a fourth rental car company in 2004 to provide similar services at the airport, in late October of that year a rental car bid solicitation was developed which led to a total of four rental car companies, Hertz, Avis, Enterprise and Budget, qualifying to provide rental car services. City Council subsequently awarded rental car concession agreements to these four companies which were then executed with an effective date of January 1, 2005.

Unfortunately, the new fourth operator, Enterprise, elected to discontinue operating from the airport and ceased all rental car transactions as of December 2008. The remaining three companies continued operating and have been doing so ever since. Earlier this year, however, Enterprise expressed a renewed interest in operating from the airport once again, but his time offering rental car services through its newly acquired subsidiary, National Car Rental. Staff then proceeded to negotiate with both Enterprise and the airport's remaining rental car companies in order to develop a consensus to allow a fourth operator to return to the airport.

Following the successful completion of these negotiations, all parties agreed to certain minor changes to the existing rental car agreement in order to make this possible. Since Enterprise is not currently a concession tenant of Lynchburg Regional Airport, however, a new agreement must be approved once again by City Council. Due to the current state of the airline industry and rental car business environment, the agreement will be in effect with a month-to-month term. An addendum to the existing concession agreements with the airport's other three operators will be executed concurrently in order to keep all terms and conditions consistent.

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

PRIOR ACTION(S): none

FISCAL IMPACT: Terminal rent revenue of approximately $8,000 per year plus 10% of Commissionable Gross Receipts

CONTACT(S): Mark F. Courtney 455-6090 Airport Director

ATTACHMENT(S):

1) Resolution
2) Rental Car Concession Agreement and Lease

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the Lynchburg City Council authorizes a Rental Car Concession Agreement and Lease between the City of Lynchburg and Enterprise Leasing Company of Norfolk/Richmond LLC (DBA National Car Rental) to operate a rental car business at Lynchburg Regional Airport, and,

BE IT FURTHER RESOLVED That the City Manager is authorized to execute the agreement.

Adopted:

Certified: _____
Clerk of Council

116L

LYNCHBURG REGIONAL AIRPORT

RENTAL CAR CONCESSION AGREEMENT AND LEASE

BETWEEN

CITY OF LYNCHBURG, VIRGINIA

AND

ENTERPRISE LEASING COMPANY OF NORFOLK/RICHMOND, LLC D/B/A NATIONAL CAR RENTAL

October ___, 2012

LYNCHBURG REGIONAL AIRPORT

RENTAL CAR CONCESSION AGREEMENT AND LEASE

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LYNCHBURG REGIONAL AIRPORT

RENTAL CAR CONCESSION AGREEMENT AND LEASE

This Rental Car Concession Agreement and Lease ("Agreement") is entered into this ____day of December 2004, by and between the City of Lynchburg ("City"), a municipal corporation of the Commonwealth of Virginia, and Enterprise Leasing Company of Norfolk/Richmond ("Operator"), a corporation organized, existing and doing business under and by virtue of the laws of the State of Virginia.

WITNESSETH:

WHEREAS, City owns, operates and maintains the Lynchburg Regional Airport ("Airport"); and

WHEREAS, Operator is engaged in the business of providing automobile rental services to passengers and other customers at airports and elsewhere; and

WHEREAS, having automobile rental services at the Airport is necessary and desirable for the proper accommodation of passengers and other customers arriving at and departing from the Airport; and

WHEREAS, City desires to lease certain facilities and grant certain concession rights to Operator in order to make Operator's automobile rental services available at the Airport; and

WHEREAS, Operator is qualified, ready and able to perform said services, and desires to lease certain Airport space and obtain certain rights and privileges with respect thereto to allow it to furnish automobile rental services to Airport passengers and customers; and

WHEREAS, in consideration of leasing of said space and obtaining said rights and privileges from City, Operator is willing to make certain covenants and assume and undertake certain terms, conditions and obligations under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, City and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

ARTICLE 1

DEFINITIONS

Except as otherwise clearly indicated by the context, the words and phrases defined in this section will have the following meanings when used elsewhere in this Agreement.

1.01 "Agreement Year" means each period of twelve (12) consecutive calendar months beginning on January 1 and ending at midnight on December 31 of each calendar year.

1.02 "Airport" means the Lynchburg Regional Airport as it presently exists and as it is hereinafter modified or expanded.

1.03 "Airport Director" means the Airport Director as appointed by City, any successor or successors to the duties of such official, or any other person specifically designated to act on behalf of said Airport Director.

1.04 "Airport Terminal Building", "Terminal Building" or "Terminal" means the passenger terminal building at the Airport as it presently exists and as it is hereinafter modified or expanded.

1.05 "Certified Statement" means the certified statement required by Section 8.05.

1.06 "Commencement Date" means the day and month of the execution of this Agreement.

1.07 "Commissionable Gross Receipts" means all fees, charges and receipts of any and all kinds and descriptions, without deduction for any credit card discount, from or on account of Operator's business or activities originating on, at, from or with respect to the Leased Premises, Operator's rental car concession at the Airport, this Agreement, Operator's vehicle fleet assigned to the Airport, or foreign vehicles temporarily assigned or rented from the Airport, no matter where the reservation therefor, the rental thereof, or the delivery or possession of said vehicle is made, including but not limited to reservations made through other operators or travel agencies or by way of telephone, computer or any other means of communication, including but not limited to amounts collected or due from, for or on behalf of Operator's customers, and revenue and consideration of any and all types and in any and all forms which are collected, accrued, received, receivable, allocated or allocable or which should have been collected, accrued, received, receivable, allocated or allocable by, for or to Operator or any person or entity acting for or on behalf of Operator, including its franchisor or any affiliated person or entity. Commissionable Gross Receipts shall include but are not limited to the following specified items:

1. Base, time and mileage charges and fees for the rental and short-term leasing of vehicles;

2. Premiums and any and all other fees and charges for personal accident insurance, personal effects insurance coverage, baggage insurance, personal effects protection

insurance, liability insurance, liability insurance supplements, and any and all other types and kinds of insurance coverages and policies (regardless of how they be denominated, regardless of the parties covered, and regardless of the risks insured against);

3. Any and all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit and whether collected or uncollected;

4. Fuel service charges, prepaid fuel, fuel replacement fees waiver, and any and all other types and kinds of charges for fuel, fuel replacement and fuel service;

5. Inter-city fees and drop charges;

6. Concession Recovery Fees charged to customers;

7. Any and all charges made to customers for any and all equipment and services provided for, on account of or incidental to the rental of vehicles; and

8. All other receipts, compensation, revenue and other consideration received or accrued to Operator or Operator's franchisor or any other affiliated person or entity for or on account of the subject rental car concession, its operations or its fleet vehicles, unless specifically excepted in writing by City.

Commissionable Gross Receipts shall specifically exclude the following: sales taxes which are separately stated on Operator's vehicle rental agreements and vehicle short-term leasing agreements, and which Operator collects and remits separately to governmental taxing authorities, as required by law; compensation received by Operator from customers and insurance carriers in payment of actual damages to, or the destruction or theft of, vehicles and other personal property of Operator (but provided that compensation and payments for the loss of use of vehicles are to be included as part of the Commissionable Gross Receipts); compensation received from any final sale of a vehicle or other personal property of Operator to an unrelated third party (provided that Operator does not regain or retain any title, right, interest or ownership in or to the vehicle or other personal property); and CFC receipts and revenue collected pursuant to Section 7.04 of Article 7 of this Agreement.

Unless specifically excluded by the express terms of this Section 1.07, said receipt, revenue or consideration shall be deemed to be included in Commissionable Gross Receipts under this Agreement.

1.08 "Concession Fee" means the greater of the Minimum Annual Guarantee or the Percentage Fee.

1.09 "Concession Recovery Fee" means the fee described in Section 6.06 of Article 6 of this Agreement.

1.10 "Contract Security" means the contract performance bond provided by Operator pursuant to and in accordance with the terms of Section 7.05 of Article 7 of this Agreement.

1.11 "Counter/Office Space" means that counter and office space depicted on Exhibit A to this Agreement or the space, if any, provided by City in substitution therefor from time to time.

1.12 "CPI" means the change, if any, reported over the most recently reported twelve (12) month period in the Consumer Price Index, All Urban Consumers (CPI) published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) or its designated replacement Index.

1.13 "Customer Facility Charge" or "CFC" means the charge imposed by City for each rental transaction day on each of Operator's rental car customers as referred to in Section 7.05 of Article 7 of this Agreement.

1.14 "Deplaned Passengers" means all passengers reported to the City deplaning from aircraft in scheduled or charter service at the Airport who do not transfer to another aircraft for departure within four (4) hours said passengers' initial deplanement.

1.15 "Environmental Laws" means every applicable law, resolution, rule, regulation, permit, permit condition, order, and directive regulating, relating to, or imposing liability standards of conduct relating with respect to any Hazardous Materials, or to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of any Hazardous Materials, or regulating or relating to the generation, use, storage, transportation, or disposal of any Hazardous Materials.

1.16 "Environmental Permits" means all permits, licenses, approvals, authorizations, consents, and registrations required by any Environmental Laws, whether Federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of any Hazardous Materials.

1.17 "Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

1.18 "Leased Premises" means those premises leased pursuant to Section 3.01 through 3.04 of Article 3.

1.19 "Minimum Annual Guarantee" or "MAG" means for an Agreement Year, with an initial period effective through February 28, 2014 and which shall represent eighty-five percent (85%) of Budget Rent-A-Car's actual Commissionable Gross Receipts at Lynchburg

Regional Airport for the 2011 Agreement Year. Subsequent MAGs shall be based upon eighty-five percent (85%) of each Operator's actual Commissionable Gross Receipts for the preceding Agreement Year and shall be effective March 1 of each year.

1.20 "Percentage Fee" means ten (10) percent of Operator's Commissionable Gross Receipts.

1.21 "Ready/Return Parking Lot" means that vehicle parking lot depicted on Exhibit B to this Agreement or any other parking lot, if any, provided by City in substitution for said lot.

1.22 "Ready/Return Space(s)" means the automobile parking spaces within the Ready/Return Parking Lot or such additional spaces or substitution spaces as are provided by City from time to time under the terms of this Agreement.

1.23 "Rentals" means the rentals described in Section 7.02 of this Agreement.

1.24 "Service Facilities" means those consolidated car rental wash and refueling facilities and rental car automobile storage area depicted on Exhibit C to this Agreement, including any subsequent modifications or improvements thereto made by the City.

ARTICLE 2

INTERPRETATION AND EXHIBITS

The following shall govern the reading and interpretation of this Agreement:

2.01 Interpretation

a. References in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement unless otherwise specified.

b. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement.

c. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

d. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. Words importing the singular shall include the plural and vice versa.

2.02 Incorporation of Exhibits - The following Exhibits are hereby made a part of this Agreement:

Exhibit A	Counter/Office Space
Exhibit B	Ready/Return Parking Lot
Exhibit C	Service Facilities
Exhibit D	Minimum Annual Guarantee Bid Amounts
Exhibit E	Operator's DBE Goals
Exhibit F	Memorandum of Understanding
Exhibit G	City CFC Resolution

ARTICLE 3

PREMISES AND FACILITIES

Subject to all other terms and conditions of this Agreement, City hereby leases to Operator and Operator hereby takes and hires from City the following described Leased Premises at the Airport:

3.01 Counter/Office Space - For Operator's preferential use, the Counter/Office Space depicted on Exhibit A.

3.02 Ready/Return Space - For Operator's preferential use, those Ready/Return Spaces depicted on Exhibit B.

3.03 Service Facilities - For Operator's preferential use, if so assigned by the City, those wash and refueling facilities designated for Operator's use within the Service Facilities area designated on Exhibit C and for Operator's use in common with the other rental car operators that area designated and assigned as a rental car automobile storage area on Exhibit C.

3.04 Reallocation of Ready/Return Spaces No later than ninety (90) days after the expiration of each Agreement Year under this Agreement, City shall reallocate Ready/Return Spaces within the Ready/Return Parking Lot. The reallocation shall be made to Operator and to the other rental car operators based on their respective percentages of total Concession Fees paid by all rental car operators to the City for the Agreement Year then concluded, with each of said rental car operators being allocated a minimum of ten (10) Ready/Return Spaces. Upon any reallocation pursuant to this Section 3.04, City shall provide to Operator and the other rental car operators a revised Exhibit B to this Agreement redesignating Operator’s and the other rental car operators' Ready/Return Spaces.

ARTICLE 4

USE OF PREMISES

Operator may use the Leased Premises under this Agreement for the following purposes and for no other purpose or purposes whatsoever:

4.01 Counter/Office Space - Operator's Counter Space may be used for processing customer rental and return transactions, including the processing of rental agreements. Operator's Office Space may be used for general office and administrative purposes related to the operation of the rental car concession granted by City.

4.02 Ready/Return Space - Operator's Ready/Return Space may be used for the short-term parking of Operator's authorized automobiles awaiting rental and delivery to customers and the short-term parking of said automobiles after their return and prior to their being washed, fueled and again made ready for rental.

4.03 Service Facilities - If City has assigned Operator facilities and space within the Airport's Service Facilities area, the same may be used to wash, refuel, temporarily park and store Operator's authorized automobiles prior to their redelivery to Operator's Ready/Return Space for rental. Operator's rental car automobile storage area within the Service Facilities area may also be used for automobile storage on weekends and during the change of Operator's Airport automobile fleet.

4.04 No Sale of Automobiles - Without in any way limiting the foregoing provisions, it is expressly agreed and understood by Operator that none of the above Leased Premises, or any part thereof, may be used for any purpose other than that authorized herein and that none of the Leased Premises, or any part thereof, may be used at any time to sell or offer for sale any automobile of Operator or any other person.

4.05 Condition of Leased Premises

a. Operator shall be delivered the Leased Premises in an "as is" condition and without representation or warranty by City of the condition of the same. Operator acknowledges and agrees that it has inspected the Leased Premises and agrees to accept delivery of possession as heretofore specified. Operator also acknowledges that if delivery of its Leased Premises is made from that of a departing rental car operator, that the condition of said premises may require improvements by Operator prior to its fit-up, furnishing and installations, and Operator will be responsible for the same at its expense.

b. City may delay delivery of possession of the Leased Premises up to sixty (60) days after the Commencement Date if Operator is succeeding to the rights and Leased Premises of a departing rental car operator.

ARTICLE 5

TERM

5.01 Term - The term of this Agreement shall be month to month until such time that it is terminated by either of the parties hereto.

5.02 Additional Terms - Notwithstanding the provisions contained in Section 5.01 above, this Agreement shall automatically renew for an additional monthly term unless either party gives the other written notice of such party's intention not to renew this Agreement at least 30 days prior to the expiration of each monthly term. The renewal term shall be upon the same terms and conditions as this Agreement.

5.03 Holding Over - If Operator remains in possession of all or any portion of its Leased Premises after the expiration or termination of this Agreement, by lapse of time or otherwise, without specific written notice from City indicating its intention to have Operator quit and vacate the Leased Premises as of that date, such holding over shall constitute the creation of a tenancy at will, terminable by City at any time upon thirty (30) days written notice to Operator. During such specific holdover tenancy at will, Operator shall pay a Concession Fee which is the greater of the Percentage Fee or a prorated share of the MAG applicable to its period of occupancy and Rentals, as adjusted pursuant to Section 7.03 of Article 7, prorated for its period of occupancy.

5.04 Concession Transition - In the event that upon expiration or earlier termination of this Agreement Operator is not awarded a new or successor rental car concession at the Airport, it will fully cooperate with City and any successor operator in the transition of the Leased Premises to said successor operator.

ARTICLE 6

CONCESSION PRIVILEGES AND OBLIGATIONS OF OPERATOR

6.01 Concession Privileges Granted - City grants to Operator the following rights and privileges and Operator assumes all of the following as part of its obligation to operate a high quality, well-managed and efficiently run rental car concession from the Leased Premises and the Airport:

a. The privilege to rent passenger-type automobiles to the public on the Airport; the privilege to offer for sale related loss and collision damage waiver protection, personal injury and accident insurance, supplemental liability, uninsured motorist, and personal effects insurance; and the privilege to offer customer services, including but not limited to, refueling services, baby car seats, cellular/digital phones, and other related rental equipment. All such additional rights shall be approved in writing by City from time to time.

b. Operator's rental car concession shall be operated under the following brand name:

for the term of this Agreement. Operator shall not change or operate additional brands at the Leased Premises or from the Airport under this Agreement.

c. Operator shall have ingress and egress to and from the Leased Premises over public roadways and such other roadways as the Airport Director may approve from time to time.

d. The privilege for Operator's employees to use, in common with other employees on the Airport, the employee parking facilities provided by City, at such charges as City may, from time to time, establish for employees using the employee parking facilities. Employees may not park in Operator's assigned space in the Ready/Return Parking Lot or Service Facilities.

e. All rights and privileges not specifically granted to Operator in this Agreement shall be reserved to City.

6.02 Non-Exclusive Privileges - The privileges granted under this Agreement are non-exclusive. By entering into this Agreement, Operator acknowledges that City has entered into similar agreements with other rental car concession operators for similar services from on-Airport locations under similar terms. City reserves the right to enter into agreements with other companies providing rental car services from "on" or "off" Airport locations, if City determines that it is in its best interest to do so.

6.03 Operator's Obligations With Respect to the Use of the Premises

a. In the conduct of its business, Operator covenants and agrees to restrict its activities on the Leased Premises to only those authorized by this Agreement and shall not use or permit the use of the Leased Premises for any other purpose, nor shall it vacate the Leased Premises prior to the termination or expiration of this Agreement unless authorized in writing in advance by City.

b. Operator shall use the Leased Premises solely for the rental of passenger automobiles to Airport customers and the public and for the provision of services and equipment reasonably and directly associated with the rental of said automobiles, as specifically authorized elsewhere in this Agreement. Operator shall use the Leased Premises as fully and efficiently as possible to maximize its rental car business on the Airport.

c. Except for its corporate signs approved in advance by City and except as otherwise authorized by City in writing, Operator shall not display nor shall it permit others to display any signs, brochures, racks, promotional materials or similar items on or about the Leased Premises or elsewhere within the Terminal Building or the Airport.

d. Operator shall not conduct used car sales activities on the Airport. Any business activities other than those expressly granted by this Agreement shall not be conducted on the Airport without the prior written approval of City.

e. Operator shall not conduct any activity not specifically authorized by this Article 6, or any activity which, in the sole judgment of City, conflicts with the rights granted by City to other non-rental car concessionaires or would not relate to an Airport purpose or product or service related to the conduct of the rental car concession granted.

f. The Leased Premises shall not be used for the storage of disabled, damaged, destroyed, or inoperable vehicles. Operator shall promptly remove all damaged, destroyed or inoperable vehicles from the Leased Premises and the Airport.

6.04 Standards of Service

a. Operator shall offer for rental to the public only popular-make passenger automobiles of recent manufacture (not more than two (2) model years old). It is Operator's obligation to maintain all the vehicles offered for rental in good and safe operating order, free from known mechanical defects, and to keep the vehicles in a clean, neat, and attractive condition inside and out. Operator shall at all times maintain a sufficient number of automobiles to meet reasonably foreseeable demands of the traveling public at the Airport.

b. Operator shall accept at least three (3) nationally recognized credit cards for payment of automobile rentals; and provide or have access to a national reservation system for its rental services at the Airport.

c. Operator shall maintain a sufficient number of trained personnel to insure that Operator's customers will receive prompt and courteous service at all times. All personnel of Operator, while on or about the Leased Premises or elsewhere at the Airport, shall be polite, clean and neat in appearance, and appropriately attired.

d. Operator shall not misrepresent to the public its prices or the terms and provisions of its rental agreements or those of its competitors. Operator shall comply with all applicable rules and regulations of the Federal Trade Commission and all other governmental agencies having jurisdiction over Operator's business operations. Operator shall fully inform each customer, prior to the execution of such customer's rental agreement, of all fees and charges applicable to such customer's rental. If City determines, after notice and opportunity for Operator to comment, that any of Operator's business practices are unlawful, deceptive, or discriminatory, Operator shall immediately cease such practices upon receipt of a written order to do so from City. City will give advance notice to Operator that City considers a certain practice to be unlawful, deceptive or discriminatory and Operator shall have an opportunity to respond to the allegation.

e. Operator shall at all times maintain the Leased Premises and its improvements and other personal property located on the Leased Premises in a safe, clean, orderly, attractive and first-class condition satisfactory to City. Any sign or other item on the Leased Premises which City deems to be offensive to the public shall, upon notice from City, be promptly and permanently removed from the Leased Premises by Operator. Operator shall not permit any nuisance, waste or damage to be committed on the Leased Premises or elsewhere at the Airport.

f. In the event Operator receives (or City receives and forwards to Operator) any written complaint concerning Operator's operation of the concession, Operator shall promptly respond to such complaint in writing (but in no event later than thirty (30) days of its receipt) and make a good-faith attempt to explain, resolve or rectify the cause of such complaint. Without further notice or demand, Operator shall keep a copy of each such complaint and Operator's written response for a period of one year from the date of the complaint and shall make the complaint and the written response available to City upon its request.

g. Operator shall be open for business from the Leased Premises to provide automobile rental services to Airport customers daily during the period from 6 a.m. to midnight, or such hours as may hereafter be approved or designated by the Airport Director.

h. The management, maintenance and operation of the concession shall at all times be under the supervision and direction of an active, qualified, competent and experienced full-time resident manager who shall at all times be subject to the direction and control of Operator. Operator shall assign the manager an office on the Leased Premises and the manager shall be available during regular business hours. Operator shall at all times during the absence of the manager assign or cause to be assigned a qualified subordinate as manager to assume and be directly responsible for carrying out the duties of the manager.

i. Operator shall provide "one-way" automobile rentals for customers, allowing a customer to rent an automobile in Lynchburg and "drop" the automobile at another airport location.

6.05 Non-Diversion of Rental Car Concession Business - Operator covenants, warrants and agrees that it shall not divert, directly or indirectly, any business and/or Commissionable Gross Receipts from Operator's rental car concession at the Airport. Diversion shall include, but not be limited to, the following:

a. The operation, establishment, franchising, or licensing by Operator of a rental car concession facility or business which competes with the rental car concession granted pursuant to this Agreement;

b. The participation by Operator in the operation, establishment, franchising, or licensing of a rental car concession facility or business which competes with the rental car concession granted pursuant to this Agreement;

c. Advertising by Operator that suggests that a customer or potential customer arriving at the Airport should rent a vehicle or take delivery of a vehicle at an off-Airport location; or

d. Operator advising or suggesting to a customer or potential customer arriving at the Airport or pre-arranging a vehicle rental prior to or upon arrival at the Airport that such customer or potential customer rent a vehicle or take delivery of a vehicle at an off-Airport location.

Any rental made or vehicle delivered by Operator, its franchisor, or any other affiliated or associated person or entity, including any franchisee, within a three (3) mile radius of the Airport Terminal Building, from whatever location, shall be presumed to be, and shall be reported as, a rental transaction includable within Commissionable Gross Receipts under this Agreement, unless and until Operator provides to City clear and convincing documentation that the subject rental transaction, and the Commissionable Gross Receipts therefrom, are not so includable under or pursuant to this Agreement.

6.06 Concession Recovery Fee - "Concession Recovery Fee" means any surcharge or any amount that Operator separately states and charges its customers to recover the amount of Operator's Percentage Fee that is payable under this Agreement. Operator acknowledges that its payment to City under this Agreement is for Operator's use of facilities and grant of concession rights at the Airport, and that those payments do not reflect a fee that is imposed by City upon customers renting automobiles from Operator. Operator understands that City does not encourage nor support the practice of transferring Operator's obligation for payment of Operator's Percentage Fee due under this Agreement to its customers. Operator is prohibited from stating or implying, in writing or verbally, that the City or the Airport imposes or approves of any direct charge to its customers, including any surcharge that Operator passes on to its customers to recoup Operator's Percentage Fee. Operator is prohibited from misrepresenting to the public its prices or the terms and provisions of its rental agreement or those of its competitors, either verbally or in writing. If Operator recovers from or charges its customers the Percentage Fee, that charge shall be clearly and separately stated in writing immediately adjacent to Operator's time and mileage charges on the customer's rental agreement and invoice, shall not be described as a tax, and shall be no greater than 11.11% of the Commissionable Gross Receipts resulting from that rental contract. Said Concession Recovery Fee shall also be included within Commissionable Gross Receipts subject to the Percentage Fee under this Agreement.

ARTICLE 7

CONCESSION FEES, RENTALS AND OTHER CHARGES

7.01 Concession Fee - Operator shall pay to City for the privilege of being granted the right to operate a rental car concession at the Airport pursuant to the provisions of Article 6 hereof

an annual Concession Fee defined and described in Article 1 hereof, and determined in accordance with the provisions contained in Sections 1.07, 1.08, 1.19, and 1.21 of Article 1 of this Agreement.

7.02 Rentals - For and in consideration of the Leased Premises leased to and occupied by Operator under this Agreement, Operator shall pay City the following sums as annual Rentals:

a. For its Counter/Office Space depicted on Exhibit A, Operator shall pay City an annual rental which is the sum that is the product of the square footage of said space and the annual rental rate. The annual rental rate for the initial Agreement Year under this Agreement is $35.00 per square foot per annum for a total rent of $6,300 per annum.

b. For the Ready/Return Space allocated to Operator pursuant to the provisions of Section 3.02 and Section 3.04 of Article 3 hereof, Operator shall pay City an annual Rental which is the amount that is the product of the spaces so allocated to Operator for the Agreement Year and the rental rate for said space. The rental rate for the initial Agreement Year is $24.75 per space per month or $297.00 per space per year.

c. For and in consideration of and as payment for the premises and facilities within the Service Facilities area preferentially and commonly assigned or allocated to Operator, if any, pursuant to the provisions of Section 3.03 of Article 3 hereof and City's costs and expenses related thereto, Operator shall collect and remit to City in accordance with the MOU and the Resolution, as defined and referenced in Section 7.03 hereof, the City's CFC, as currently authorized or hereafter authorized by either the MOU or the Resolution. It is the intention of the parties that the CFC shall completely reimburse the City for all costs of financing, constructing, expanding and improving the Service Facilities (including the reimbursement of City capital funds advanced for the project), all costs of operating, maintaining and repairing said Service Facilities, pay for land rentals on land dedicated to the Service Facilities, and pay and/or provide funds related to financing, constructing and operating the same, including debt service, a debt service reserve, an operation and maintenance reserve, and a renewal and replace reserve as currently required or hereafter required under either the MOU or the Resolution, or both. Notwithstanding that Operator may not be assigned Service Facilities pursuant to Section 3.03 of this Agreement, it shall nonetheless be required to collect and remit to the City the CFC in accordance with the terms and conditions of the MOU and the Resolution as the same is currently in effect or as either or both of the same may be amended from time to time.

7.03 Rental Adjustments - The rental rates for Counter/Office Space and Ready/Return Space for each subsequent Agreement Year shall be the greater of the change in the CPI over the prior Agreement Year or 3.5 percent applied to the prior Agreement Year's applicable rental rates and rental. The rental for the Service Facilities shall be subject to adjustment from time to time, as provided for in that certain Memorandum of Understanding ("MOU") between City and certain car rental industry operators executed in January and effective

February 1, 2000, a copy of same being attached hereto as Exhibit F, and as further authorized in the City CFC Resolution ("Resolution") adopted on December 14, 1999, a copy of same being attached hereto as Exhibit G.

7.04 Customer Facility Charge (CFC) - The following provisions have been included in this Agreement to summarize Operator's obligations to collect, safeguard, account for, and remit Customer Facility Charges (CFCs) collected from Operator's customers pursuant to the MOU and City's Resolution authorizing the CFC. In the event of a conflict between the following provisions and the provisions of either the MOU or the Resolution, the provisions of the MOU and ultimately the Resolution shall control.

a. City currently imposes a CFC of $2.40 per rental transaction day on each rental car customer at the Airport. The CFC and the Resolution may be changed or modified by City at any time and from time to time by subsequent changes to the MOU or Resolution of City.

b. Operator shall charge, collect, account for, and remit CFCs required to be collected by the Resolution and the MOU at the times required therein, and such remittance shall be made regardless of whether the CFCs are actually collected. Operator shall not be entitled to any right of offset and shall not otherwise reduce any CFC remittance. Operator shall remit all CFCs regardless of any amounts that may be owed or due to Operator by City.

c. All CFCs collected by Operator shall be trust funds held for the benefit of City. Operator shall have only a temporary possessory interest and not an equitable interest in the CFCs.

d. In the event that Operator was not an incumbent Operator and signatory to the MOU when executed, it hereby covenants and agrees to comply with its terms from and after the effective date hereof and throughout the term of this Agreement.

7.05 Contract Security - In order to secure its performance under this Agreement, Operator shall comply with the following Contract Security requirements:

a. In order to guarantee the timely payment of all Concession Fees, Rentals, CFCs and any other payments due by Operator under this Agreement or otherwise, and to otherwise guarantee Operator's performance under this Agreement, Operator shall provide City, contemporaneously with the execution of this Agreement, Contract Security in the form of a contract performance bond equal twenty-five percent (25%) of Operator's Minimum Annual Guarantee for the first Agreement Year. Said Contract Security shall be updated as to amount for subsequent Agreement Years' MAGs and renewed at least thirty (30) days prior to each Agreement Year if required by its terms. Said Contract Security shall be extended, or a new Contract Security provided, to remain in effect for the twelve (12) months immediately following expiration or termination of this Agreement. Said Contract Security shall be in such form and content and with such surety as is approved by City's legal counsel.

b. If Operator shall fail to make any payment due City when due or shall commit an event of default under this Agreement, City shall have the right to use such Contract Security to pay Rentals, Concession Fees, CFCs and any other amount owed to City by Operator then due and payable or to apply the proceeds thereof to any cost or expense or damages incurred by City as result of Operator's default. In the event that any such Contract Security or portion thereof is utilized, as aforesaid, Operator shall replenish or provide a renewal or replacement Contract Security within ten (10) days of being notified so to do by City. City's rights under this Section 7.05 shall be in addition to all other rights and remedies provided to City under this Agreement.

7.06 Abatement or Adjustment of Minimum Annual Guarantee - If for any month during the term of this Agreement the number of Deplaned Passengers at the Airport is less than sixty-five percent (65%) of the Deplaned Passengers for the same month during the prior year, the Minimum Annual Guarantee payment for said month shall be suspended and Operator shall pay the Percentage Fee as its Concession Fee for said month. In the event that Operator's possession of the Leased Premises and rights to operate under this Agreement commence other than on the Commencement Date or expire or terminate, other than for a termination for Operator's default hereunder, at any time other than at the end of an Agreement Year, the Minimum Annual Guarantee shall be adjusted prorata for the actual number of days Operator was in possession of the Leased Premises during said Agreement Year. In the event that City shall award more than four on-Airport rental car concessions at the Airport during the term of this Agreement, City shall make a reasonable adjustment to Operator's and the other four rental car concession operators' Minimum Annual Guarantee bid amounts for the Agreement Years in which said additional concession or concessions are awarded, and for the subsequent Agreement Years remaining in the term of the Agreement. In the event that Operator is dissatisfied with the adjustment so made by City, Operator's sole remedy shall be to terminate this Agreement upon sixty (60) days advance written notice to City.

7.07 Additional Rent - If City has paid any sum or sums or has incurred any obligation or expense for which Operator has agreed to pay or reimburse City, or if City is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Operator to perform or fulfill any one or more of the conditions, covenants and undertakings contained in this Agreement, Operator agrees to pay such sums or expenses, including all interest, costs, damages, and penalties, and agrees that the same shall be added to the next installment of Rentals due hereunder, and each and every part of the same shall be and become additional Rentals, recoverable by City in the same manner and with like remedies as if originally a part of the Rentals, charges and fees set forth in Section 7.02 hereof.

7.08 Taxes and Assessments - Operator shall pay all taxes, including any possessory interest tax, any applicable payment in lieu of taxes, assessments, and charges of a like nature, if any, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the Federal Government, the Commonwealth of Virginia, the City of Lynchburg, or any other municipal corporation or other local

government entity having jurisdiction over the Airport, any government successor in authority to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of Operator's Leased Premises, Concession Fees, Rentals, and any other amount payable under this Agreement, or upon or in respect to any personal property belonging to Operator situated on the Leased Premises. Payment of such taxes, assessments and charges, when and if levied or assessed, shall be made by Operator directly to the taxing or assessing authority charged with collection thereof. City shall timely forward to Operator any assessment or tax notice received by City and payable by Operator.

7.09 License and Permit Fees - Operator shall also pay all fees associated with any and all licenses, permit, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by Operator under this Agreement.

7.10 Operator's Rights to Contest - Operator may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Leased Premises, this Agreement or the Concession Fees, Rentals or any other payment under this Agreement as taxable or assessable property, directly against the taxing or assessing authority and Operator shall not be deemed to be in default under this Agreement for failure to pay any such tax or assessment pending the outcome of any such contest proceedings. City reserves the right to require Operator to provide such security as City's legal counsel determines necessary to assure that the tax and any costs related to the tax contest are promptly discharged upon final determination of said tax contest adverse to Operator.

7.11 Payments and Terminations - Upon the termination or expiration of this Agreement, all lawful taxes then levied or a lien upon any such property or any taxable interest under this Agreement, including the Leased Premises, this Agreement, or any Concession Fees, Rentals or any other payments hereunder shall be paid in full by Operator forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

ARTICLE 8

PAYMENT OF RENTALS, CONCESSION FEES AND CHARGES

8.01 Manner of Payment - Operator agrees to pay all sums due under this Agreement in lawful money of the United States of America, without invoice, unless invoicing is otherwise required hereunder, without notice or demand, without deduction or setoff, by check, made payable to Lynchburg Regional Airport/City of Lynchburg, which check shall be delivered, postage or other charges prepaid, to:

By U.S. Mail

Airport Director
City of Lynchburg
Lynchburg Regional Airport
350 Terminal Drive, Suite 100

Lynchburg, VA 24502

By Express Mail or Overnight Delivery:

Airport Director
City of Lynchburg
Lynchburg Regional Airport
350 Terminal Drive, Suite 100
Lynchburg, VA 24502

or at such other place or by such other method as may hereafter be designated in writing by City.

8.02 Payments:

Amounts due shall be payable as follows:

a. Rentals for Counter/Office Space, Ready/Return Space, and one-twelfth (1/12) of the Minimum Annual Guarantee (MAG) shall be paid in twelve equal monthly installments, in advance, not later than the first day of the month for which they are due. Payment of the Operator's MAG shall be based on an initial period effective through February 28, 2014 which shall represent eighty-five percent (85%) of Budget Rent-A-Car's actual Commissionable Gross Receipts at Lynchburg Regional Airport for the 2011 Agreement Year, with subsequent MAGS based upon eighty-five percent (85%) of each Operator's individual actual Commissionable Gross Receipts for the preceding Agreement Year and shall be effective March 1 of each year.

b. The amount by which the Percentage Fee for the preceding month exceeds one-twelfth (1/12) of the Minimum Annual Guarantee shall be paid to City by Operator within fifteen (15) days of the end of the month for which they are due.

c. Utility, tax and service charges, if any, and any other charges, payments, reimbursements and fees due under this Agreement and accruing in any month shall be paid by Operator within twenty (20) days of invoicing by City.

d. CFCs collected shall be remitted to City in accordance with the remittance requirements of the MOU and the City Resolution establishing said CFCs and Section 7.04 of Article 7 hereof.

8.03 Late Payments - If Operator shall fail to make payment of any Rentals, Concession Fee, CFC or any other payment due City by the due date thereof, Operator shall pay to City, in addition to all other remedies available to City and all other payments to be made by Operator to City, a late charge equal to the lesser of one and one half percent (1-1/2%) per month or the maximum legal monthly interest charge allowed under Commonwealth of Virginia Law on the overdue amount and the costs of collection and attorney's fees, if any, incurred by City in attempting to obtain payment, plus an administrative fee of two hundred fifty dollars ($250.00).

8.04 City's Right to Set Off - City shall have the right to set off any past due amount(s) owed City by Operator by applying all or a portion of Operator's current payments to such past due amount(s). In the event City exercises its right of set-off, as aforesaid, it shall notify Operator of the set-off, including the amount thereof. Operator shall then promptly make payment to City of such sum as is needed to satisfy current amounts due.

8.05 Financial and Statistical Reports - Operator shall complete and file with the Airport Director no later than the fifteenth (15th) day of each month a Certified Statement, in form and content acceptable to the Airport Director, summarizing Commissionable Gross Receipts, calculating the amount of Concession Fee due, and reporting Operator's rental days and rental transactions for the preceding month. Operator's payment for the additional Concession Fee shall accompany said Certified Statement.

8.06 Annual Audited Statement of Commissionable Gross Receipts - Within ninety (90) days of the end of each Agreement Year during the term of this Agreement or any renewal hereof, Operator shall submit to the Airport Director in form and content acceptable to her or him, a "Schedule of Commissionable Gross Receipts" for the Lynchburg Regional Airport for said Agreement Year, prepared in accordance with generally accepted accounting principles, accompanied either by an opinion of an independent Certified Public Accountant, a certification of Operator's Chief Financial Officer, or a certification by an independent Certified Public Accountant on behalf of Operator. Opinions issued by an independent Certified Public Accountant shall be issued in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA. Certifications provided either by Operator's Chief Financial Officer or by an independent Certified Public Accountant on behalf of Operator shall be in such form and content as is acceptable to the Airport Director. Said statement shall set forth the calculation of Commissionable Gross Receipts, and the calculation of the Concession Fee for the Agreement Year as defined under this Agreement. If any such statement discloses that additional sums are due City, Operator shall pay to City such additional sums with the submission of said statement to the Airport Director.

City shall have the right to rely on said certified reports in determining Operator's Concession Fees due hereunder. Operator shall have full responsibility for the accuracy of said reports. Late payments and payment deficiencies due to incomplete or inaccurate reports to City shall be subject to the late payment and late penalty charges as set forth in Section 8.03 hereof. In the event that City for good cause is dissatisfied with any certified report provided without opinion of an independent certified public accountant, City shall have the right to require that Operator have said report prepared and opinioned by an independent certified public accountant. The acceptance by City of any Operator payment shall not preclude City from verifying the accuracy of Operator's reports or computations, or from recovering any additional payment actually due from Operator. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in Section 8.03 hereof.

8.07 Operator's Records

a. Operator shall maintain, either at the Airport or elsewhere within the City of Lynchburg, books, records and accounts for its rental car concession granted under this Agreement, including computerized records, maintained in accordance with generally accepted accounting principles, generally accepted auditing standards, and the requirements of this Agreement recording Commissionable Gross Receipts under this Agreement and providing for the determination and calculation of Concession Fees, Rentals, CFCs and other payments to be made to City by Operator.

b. Said books, records and accounts shall include detailed analyses listing all of Operator's transactions from operations at the Airport in the form of printed, written or electronic media. Operator's rental contract forms shall be sequentially numbered in a series designated for use only with this Agreement. Books and records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Agreement, including but not limited to, original rental contracts (which must be issued for each rental transaction under this Agreement), operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each rental transaction for the month, reconciliations between the financial records and monthly reports submitted to City, bank statements applicable to the operations of this rental car concession at the Airport, corporate trial balances, corporate contracts with corporate customers, annual audited financial statements and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Said books, records and accounts shall also include documentation of all exclusions from Commissionable Gross Receipts claimed by Operator. For exclusions or adjustments to Commissionable Gross Receipts, Operator's books and records shall include, but are not limited to, all agreements between Operator and corporate or volume customers establishing the customer's contractual rights to discounts and/or rebates, if such reduction is permitted by this Agreement, lists of all individual rental transactions with all corporate or volume customers, all individual rental agreements with all corporate or volume customers, and documentation of said records supporting other reductions to Commissionable Gross Receipts authorized pursuant to Section 1.07 of this Agreement.

c. Operator shall cause to be installed in Operator's operating area, and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales at the Airport related to Operator's Commissionable Gross Receipts.

d. In those situations where Operator's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Operator agrees to provide City with extracts of data files in a computer readable format on data disks, E-mail with attached files, or suitable alternative computer data exchange formats as requested by City.

e. Each record and item of information required hereunder shall be maintained for a period of at least five (5) years from the date of creation and for such extended period as City requires in the event that there is an audit or litigation pending.

8.08 Audit of Operator's Books and Records

a. City shall have the right to audit or authorize audits of Operator's book, records and accounts relevant to its operations of the rental car concession at the Airport. If either an annual audit or any other lesser period audit performed by City discloses an under reporting of Commissionable Gross Receipts, Operator shall pay to City any amounts due under this Agreement within fifteen (15) calendar days of written notice by City, plus interest calculated in accordance with Section 8.03 of this Agreement. If an audit conducted by City or at City's direction discloses an under reporting of Commissionable Gross Receipts by two percent (2%) or more for any twelve (12) month period, Operator shall reimburse City for the full cost of the audit, interest calculated in accordance with Section 8.03, any applicable legal fees and expenses and shall pay a penalty of ten percent (10%) of the under reported Concession Fee.

b. Operator shall provide the name and telephone number of Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist City with its audit. Operator will also allow interviews of past and present employees who were involved in the financial or operational activities of Operator as part of the audit.

c. Operator agrees to provide appropriate work space to conduct the audit and free access to office and equipment needed to conduct the audit. Operator will also make the requested original books and records available within ten (10) working days from the date of request by City or City's representative and will freely lend its own assistance in conducting the audit. If City has authorized Operator to keep such books and records outside the Airport or outside the City of Lynchburg and the same cannot be provided and made available locally, Operator agrees to reimburse City for expenses incurred in sending representatives to wherever such books and records are maintained. Such expense will include transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave the City of Lynchburg.

d. Operator's duty to maintain books and records and City's rights under this Agreement to inspect and audit the books and records of Operator shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9

OPERATOR'S OBLIGATIONS OF MAINTENANCE AND IMPROVEMENTS

9.01 Maintenance, Replacement and Repair - Operator shall, at its own cost and expense, maintain and repair all parts of Operator's improvements, equipment, fixtures and personal

property installed or located on or at the Leased Premises, including Operator's computers and communications system, any Operator-installed connections to City-installed utility systems or property, and all other Operator's equipment and property whether or not any of the same is affixed or attached to such Leased Premises. Operator, in conjunction with the other rental car operators, shall provide snow and ice control, general maintenance, and refuse removal for the Ready/Return Parking Lot. Operator, in conjunction with the other rental car operators, shall, where applicable, perform snow and ice control and general and custodial maintenance in the Service Facilities. Operator shall be responsible for custodial maintenance and refuse removal from its Counter/Office Space. Operator shall be responsible for the cost of electrical service to its Service Facilities and shall make payment thereof directly to the utility provider. Operator shall reimburse City for the cost of water and sewerage service to its assigned facilities in the Service Facilities.

9.02 Alterations, Additions and Improvements

a. Except as expressly provided for herein, Operator shall make no alterations, additions or improvements to or installations on its Leased Premises (including, but not limited to, any work which could affect utility or other systems for which City is responsible) without the prior written permission of the Airport Director.

b. Before the commencement of any such work, detailed plans and specifications, including any modifications or amendments thereto requested by City, shall be filed with and approved, in writing, by the Airport Director and all governmental departments and authorities having jurisdiction thereover. All such work shall be done subject to and in accordance with the requirements of applicable law and regulations of all such governmental departments and authorities, and, where required, each affected public utility company.

c. Such work shall be performed in a good and workmanlike manner and in accordance with the plans and specifications approved for the same. At all times during such work, Operator shall have a copy of the approved plans and specifications on the construction site for inspection by City, if the same are herein required. Operator shall promptly commence to redo or replace and diligently pursue same to completion, at its sole cost and expense, prior to or after completion of such work, any work which is not done in accordance with such plans and specifications as approved by the Airport Director.

d. Subject to the provisions of Section 14.09, all alterations, additions or improvements at any time placed upon its Leased Premises by Operator shall be deemed to be and become a part of the realty and the sole and absolute property of City upon completion; and, upon completion, Operator shall provide written documentation of the cost thereof to the Airport Director and shall give to the Airport Director a complete set of as-built drawings thereof in such reproducible format, including electronic format, as the Airport Director may request.

e. Operator shall promptly pay all claims made against City and discharge all liens filed or which exist against the Leased Premises, any other portion of the Airport, or Operator's trade fixtures or trade equipment arising out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Operator, its contractors, subcontractors or materialmen. However, Operator shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement. In the event that City's legal counsel reasonably determines that security is required to guarantee discharge of said claim or lien in the event that said claim or lien is finally determined against Operator, City shall provide Operator with written notice of such determination. Within ten (10) days of said notice, Operator shall provide such security, in such form and amount as is reasonably satisfactory to City's legal counsel. City shall give timely notice to Operator of all such claims and liens of which it becomes aware.

9.03 Conduct - Operator, its employees, passengers, guests, licensees, invitees and independent contractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport or to violate any of City's present or future written or published policies, rules or regulations. Upon notification by City of any violation of the provisions of this Section 9.03, Operator shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly or improper conduct.

9.04 Performance by City upon Failure by Operator - If Operator fails to perform any obligation required by Sections 9.01 or 9.02 of this Article 9, City shall give Operator written notice of such failure. If Operator fails to perform such obligation within thirty (30) days of receipt of such notice, or if such obligation cannot with due diligence be performed within such thirty (30) day period, and Operator has failed to immediately commence and diligently pursue performance thereof upon receipt of such notice, City may perform such obligation of Operator, and charge Operator for the cost of City's performance, plus a reasonable administrative charge representing City's fee for managing the same, plus attorneys' fees or costs of legal counsel, if performed by City's legal counsel.

ARTICLE 10

OBLIGATIONS OF CITY

10.01 Operation and Maintenance

a. Except as otherwise provided in this Agreement, City shall operate and maintain the Airport and the Terminal Building and shall keep the Airport, including the Terminal Building and City-installed Terminal Building equipment and fixtures, in good condition and repair. City's obligation with respect to the Terminal Building shall include responsibility for all roof maintenance and all structural maintenance and the maintenance of the heating, ventilating and air conditioning systems, the electrical system, and the plumbing and sewage system up to their point of entry to Operator's Leased Premises or attachment to Operator's equipment, except for those parts of the Leased Premises and those maintenance obligations for which Operator is responsible pursuant to Article 9 hereof. City's maintenance obligation with respect to the Terminal Building shall also include custodial and general maintenance of the public areas of the Terminal Building. City shall provide electrical service, relamping and structural repairs to Operator's Counter/Office Space.

b. City shall provide required structural repairs and maintenance to the Ready/Return Parking Lot, the cost of which to be recovered by City through the CFC. City shall provide electrical service, lighting and relamping to the extent currently provided to the Ready/Return Parking Lot. The City shall provide structural repairs, pavement repairs and relamping of facilities within the Service Facilities, the cost of all of the same to be recovered by City through the CFC.

c. City shall cause electricity, air conditioning, heat, sewerage disposal and water to be supplied to Operator's Leased Premises in the Terminal Building and to such public areas of the Terminal Building presently having such service. City may charge Operator separately for City's costs of any utility requirements and uses resulting from special demands of Operator or for special utilization equipment. City shall not be responsible for disruptions in service due to failure of utility suppliers or other causes beyond City's control. The Service Facilities presently have water, sewerage and electrical service. The cost of all of these services shall be paid for by Operator and the other rental car operators occupying said facilities, as otherwise provided.

ARTICLE 11

RULES AND REGULATIONS; COMPLIANCE WITH LAWS

11.01 Rules and Regulations - Operator shall comply with and shall cause its employees, passengers, guests, invitees, agents and independent contractors to comply with all of City's rules and regulations with respect to the safe, prudent, or orderly conduct, use or operation of the Airport, as such rules and regulations currently exist and as they may be enacted or amended from time to time in the future.

11.02 Observance and Compliance with Laws

a. Operator shall, in connection with its rights and obligations hereunder, observe and comply with all laws, statutes, resolutions, and regulations of all governmental

authorities having jurisdiction, and shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, and resolutions including but not limited to all rules, regulations and directives of the Federal Aviation Administration.

b. Operator agrees to make part of and incorporate into this Agreement by reference or by setting forth at length, at the option of City, any and all statutes, rules and regulations, and assurances and covenants required pursuant thereto, the incorporation of which may now or hereafter be required by the Federal Aviation Administration or any other federal agency or by the Commonwealth of Virginia; provided, however, that nothing herein shall be construed to limit or diminish the right of Operator, at its own cost, risk and expense, to contest the same, by appropriate judicial or administrative proceeding.

ARTICLE 12

DAMAGE OR DESTRUCTION

12.01 Damage - Should Operator's Leased Premises, or any portions thereof, or buildings or structures on which such Leased Premises may be a part, be damaged by fire or other casualty, and if the damage or buildings or structures of which said Leased Premises are a part, is repairable within ninety (90) days from the date of the occurrence, the Leased Premises shall be repaired with due diligence by City and, so long as the damage is not due to the negligence of Operator, the rentals allocable to the particular Leased Premises, or portions of the Leased Premises rendered untenantable, for the period from the occurrence of the damage to the completion of repairs, shall be abated.

12.02 Destruction - Should said Leased Premises or any portions thereof or buildings or structures of which said Leased Premises may be a part, be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within ninety (90) days after the occurrence, City shall have the option to terminate this Agreement to the extent that it shall apply to the particular Leased Premises so rendered untenantable. In the event that this Section shall become applicable, City shall notify Operator within thirty (30) days after the happening of any such damage whether City has elected to continue the Agreement in effect as to the premises damaged or destroyed or to terminate it. Said notice shall advise Operator of City's estimated schedule for completion of repair and restoration. If repairs are estimated to take more than one hundred eighty (180) days to complete, Operator may terminate this Agreement by providing written notice to City within ten (10) days of receipt of notice from City as aforesaid. If City shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises, and, so long as the damage is not due to the negligence of Operator, the rentals allocable to the particular Leased Premises rendered untenantable, for the period from the occurrence of the damage to the completion of the repairs, shall be abated.

ARTICLE 13

INDEMNIFICATION AND INSURANCE

13.01 General Indemnification - Operator shall assume, protect, defend, reimburse, and indemnify City, and its past, present and future officers, members (including without limitation all members of the Council of the City) and the employees and agents, and each of them, including without limitation the Airport Directors of City, and shall hold each and all of them harmless at all times from and against any and all liabilities (including without limitation statutory liability and liability under workers' compensation laws), losses, fines, damages of whatever nature, causes of action of every kind and character, whether or not meritorious, suits, claims, demands, judgments, awards, settlements, costs, and expenses including without limitation payments of claims or liabilities resulting from any injury or death of any person or any damage to or destruction of any property resulting from, arising out of, incident to, or in connection with Operator's use or occupancy of the Leased Premises or any other area or facility at the Airport or resulting from, arising out of, incident to, or in connection with the conduct of Operator's rental car concession under this Agreement or any of its obligations or covenants under this Agreement, including, but not limited to:

a. The willful misconduct, negligence or tortious act or omission of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors;

b. Operator's willful misconduct, negligence, or tortious act or omission in its use or occupancy of the Airport or the Leased Premises or in any of its operations under or pursuant to this Agreement; and

c. The violation by Operator of any provision of this Agreement;

except to the extent any such loss, fine, damage, cause of action, suit, claim, demand, judgment, award, settlement, cost, or expense is caused by the gross negligence or willful act or omission of City.

13.02 Additional Indemnifications

a. Without limiting Operator's liability pursuant to Section 13.01 above, Operator shall assume, protect, defend, reimburse, and indemnify City, and its past, present and future officers (including without limitation all members of the Council of the City) and its respective employees and agents, and each of them, including without limitation the Airport Directors of City, and shall hold each and all of them harmless at all times from and against any and all liabilities (including without limitation statutory liability and liability under workers' compensation laws), losses, fines, damages of whatever nature, causes of action of every kind and character, whether or not meritorious, suits, claims, demands, judgments, awards, settlements, costs, and expenses including without limitation payments of claims or liabilities resulting from any injury or death of any person or any damage to or destruction of any property resulting from, arising out of, incident to, or in connection with Operator's use or

occupancy of the Leased Premises or any other area or facility at the Airport resulting from, arising out of, in connection with, or incident to the conduct of Operator's rental car concession under this Agreement, or any fuel, fueling facility, product, contaminant spillage, contaminant seepage, contamination, noise pollution, or other injury or damage in relation to health, safety, environmental protection (including without limitation any contamination of Airport property, such as the contamination of soil or storm water by fuel, gas, chemical, or other substance deemed by the Environmental Protection Agency (EPA) to be an environmental contaminant at the time this Agreement is executed or as may be redefined as such by an appropriate regulatory agency while this Agreement is in effect), sanitation, good order, security, fire precaution, traffic control, operation, or maintenance caused by Operator or any of its agents, employees, licensees, contractors, or subcontractors, during the term of this Agreement and including without limitation payments of reasonable attorneys fees and environmental inspection costs, except to the extent the same is caused by the gross negligence or willful act or omission of City.

b. Operator shall assume, protect, defend, reimburse, and indemnify City and its respective past, present and future officers, members (including without limitation all members of the Council of the City) and its employees and agents, and each of them, including without limitation the Airport Directors of City, and shall hold each and all of them harmless at all times from and against any and all liabilities for compensation under any workers' compensation statute arising out of an injury or injuries sustained by any employee of Operator. Operator also covenants that it shall cause its licensees, contractors and subcontractors to maintain in effect at all times workers' compensation insurance as required by law.

c. Without limiting the generality of any other provision hereof, Operator shall reimburse City for any and all reasonable attorneys fees and investigation expenses incurred by City in the defense and handling of said causes of action, suits and claims and in enforcing the provisions of this Agreement, excepting those expenses incurred by City in the defense and handling of said causes of action, suits and claims resulting from the gross negligence or willful act or omission of City.

d. Operator shall assume, protect, defend, reimburse, and indemnify City and assume all liability for, and pay, all taxes and assessments, including but not limited to such taxes and assessments as may from time to time be imposed by City, if so authorized, which by law may be levied or assessed on the Leased Premises and any other premises occupied by Operator pursuant to this Agreement, or which arise out of or are incidental to the conduct of Operator's rental car concession under this Agreement or by reason of Operator's occupancy of its Leased Premises or Operator's Commissionable Gross Receipts, Concession Fee, or Rentals. Operator may, at its own risk, cost and expense, and at no cost to City, and without being deemed to be in default under this Agreement, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment; and City shall, to the extent permitted by law, execute such documents as are necessary to permit Operator to contest or appeal the same. Operator shall be

responsible for obtaining bills for all of said taxes and assessments directly from the taxing authorities and shall promptly deliver to the Airport Director copies of receipts of payment of such taxes and assessments. In the event that City receives said bills, it shall promptly mail the same to Operator.

e. Without in any way limiting any other provision on the subject matter contained elsewhere in this Agreement, Operator agrees that all of Operator's obligations of indemnity specified in Sections 13.01 and 13.02 hereof shall survive the expiration or termination of this Agreement.

13.03 Insurance Requirements - Operator shall, at its own cost and expense, procure and maintain in effect the following minimum insurance coverages at all times during the term of this Agreement, and, prior to or contemporaneously with the execution of this Agreement, shall deliver to the Airport Director certificates of insurance for such coverages, issued by a company or companies eligible to do business in the Commonwealth of Virginia of recognized financial responsibility, evidenced by a minimum A.M. Best rating A+, Class X or higher, and reasonably satisfactory to City:

a. **Workers' Compensation and Employer's Liability Insurance** for all employees engaged in operations under this Agreement. The limits of coverage shall be not less than:

1.	Workers' Compensation -	Commonwealth of Virginia Statutory
2.	Employers' Liability -	$1,000,000 - Limit Each Accident $1,000,000 - Limit Disease Aggregate $1,000,000 - Limit Disease Each Employee

b. **Comprehensive General Liability Insurance** coverage which shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products, and Completed Operations (which shall not exclude (XCU) Explosion, Collapse or Underground Property Damage). Coverage shall be applicable to, among other matters, the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall in addition be maintained for a period of not less than three (3) years following final operations of Operator under this Agreement. Limits of coverage shall be not less than the following:

Bodily and Personal Injury and Property Damage Liability	$2,000,000 Combined Single Limit Each Occurrence

c. **Pollution and Environmental Contamination Insurance** coverage covering both sudden and accidental and non-sudden and non-accidental pollution and environmental contamination. Limits of coverage shall be not less than the following:

Bodily and Personal Injury	$2,000,000 Combined Single Limit

and Property Damage Liability Each Occurrence

d. **Property Insurance** covering Operator's improvements, fixtures and personal property, including Operator's motor vehicles, on the Leased Premises shall be provided insuring against all risk of physical loss. The amount of physical damage insurance for all perils, save flood and earthquake, shall be not less than the replacement cost of the property insured. The perils of flood and earthquake shall be insured for not less than the replacement cost of the property insured unless otherwise agreed to in writing by the Airport Director. The physical damage policies shall be endorsed to include the interests of the City and Operator as their interests may appear, and all proceeds from said policies shall be paid to the parties as their interests may appear. Operator's contents in the buildings and on the Leased Premises shall be insured against physical loss for the replacement cost of the property insured.

e. Each certificate of insurance required and provided hereunder shall be in the form and content acceptable to the City and shall be personally and manually signed by the authorized representative of the insurance company shown on the certificate, and shall provide that the coverages referred to therein shall not be terminated, modified or not renewed until City has received thirty (30) days advance written notice thereof. In the event an insurance carrier should terminate, modify or not renew any of the above insurance coverages, Operator shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the Airport Director a replacement certificate. Each certificate and policy shall name City, and its respective past, present and future officers, members (including without limitation, all members of the Council of the City) and its employees and agents, and each of them, including without limitation the Airport Directors of City, as additional insureds under the policies and additionally to the extent of Operator's indemnity obligation under this Agreement. Each of the aforementioned certificates shall provide that the policies shall be primary to any other policies of insurance or self insurance maintained by City. Operator shall deliver to the Airport Director, thirty (30) days before the date of the renewal of any policy of insurance required hereunder, a renewal certificate meeting the requirements herein specified. In addition, upon the reasonable request by City, Operator shall provide a certified, true and exact copy of any insurance policy required hereunder. Operator authorizes City and its insurance consultant to confirm with Operator's insurance agents, brokers and insurance companies all information furnished City as to its compliance with its insurance requirements, including without limitation any impairment to the aggregate limit of any policy. If any insurance policy provided under this Agreement contains an aggregate limit, it shall contain a provision or endorsement providing that the insurance coverage and limits provided under this Agreement shall not be subject to said aggregate limit for this Airport location or for this Agreement.

f. The acceptance by, or delivery to, City of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or acceptance by City that the insurance requirements in this Agreement have been met.

g. No operations shall commence or continue by Operator at the Airport unless and until the required certificates of insurance are in effect and received by City.

h. The insurance coverages and limits required of Operator under this Agreement are designed to meet the minimum requirements of City. They are not designed as a recommended insurance program for Operator. Operator retains the responsibility for assessing its total liability and physical risk exposures and for managing these exposures.

i. If at any time City requests a written statement from any insurance company as to any impairment to the Aggregate Limit, prompt authorization and delivery of all requested information shall be given to City.

j. Neither party hereto shall be liable to the other party or to the insurer of the other party claiming by way of subrogation, with respect to any loss or damage under any policy of property insurance to the extent that such other party shall be reimbursed or has the right to be reimbursed out of its insurance coverage carried for such protection with respect to such loss or damage. The provisions of this paragraph shall apply only to the extent permitted by provisions of the insurance policy in question.

k. Failure by Operator to take out or maintain, or the taking out or maintenance of any insurance required hereunder, shall not relieve Operator from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations (including but not limited to those of indemnification) of Operator contained in this Agreement.

l. Operator shall not do or permit to be done anything, either by act or failure to act, which shall cause cancellation of any policy of insurance for its Leased Premises or any other part of the Airport. Further, if Operator shall do or permit to be done anything, either by act or failure to act, that shall cause an increase in the premiums for insurance for such Leased Premises or the Airport, Operator shall pay the amount of such increase, pursuant to invoices, whether from City or otherwise.

m. City shall have the right at the conclusion of each Agreement Year hereunder, upon the written recommendation of its insurance consultant, to modify or alter insurance coverages and limits required hereunder after consultation with Operator and the other rental car operators and upon thirty (30) days advance written notice to Operator. Upon being given notice by City of said modifications and alterations, Operator shall promptly comply with said revised insurance requirements.

ARTICLE 14

TERMINATION AND DEFAULT UNDER AGREEMENT

14.01 Termination by City - Except as otherwise provided for in this Agreement, the following provisions shall control termination of this Agreement by City. If any one or more of the following shall occur, then upon the occurrence of any such event of default or at any time thereafter during the continuance thereof, City may, at its option, immediately and without prior notice of default, terminate the lettings, licenses and other interests and rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) days after mailing:

a. Operator becomes insolvent (as such term is defined or used under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors; or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other law or statute of the United States or any State thereof; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property;

b. An order for relief is entered for or against Operator under the Code; or by order or decree of a court, Operator is adjudged a debtor or bankrupt; or an order is made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Code or under any other law or statute of the United States or any State thereof; and such order or decree is not stayed or vacated within thirty (30) days of its issuance;

c. A petition under the Code or an action under any federal or state insolvency law or statute is filed against Operator and is not dismissed or stayed within thirty (30) days after the filing thereof;

d. By or pursuant to or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Operator, and such possession or control continues in effect for a period of thirty (30) days;

e. Operator becomes a corporation or other entity in dissolution;

f. Any letting, license or other interest or right of Operator hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceeding or occurrence described in Paragraphs (a) through (e) of this Section 14.01;

g. Operator fails to maintain in effect the Contract Security required by Section 7.05 or the insurance required by Section 13.03 of this Agreement;

h. Operator fails on three separate occasions during any twelve consecutive month period to make any Concession Fee, Rental, CFC, or other payment to City when due;

i. Operator fails to comply with one or more of its obligations under this Agreement (including without limitation the obligation to have an adequate fleet of vehicles available for rental by customers) on three (3) separate occasions during any twelve month consecutive month period; or

j. Operator voluntarily discontinues its rental car business at the Airport for a period of thirty (30) consecutive days or, after exhausting or abandoning any further appeals, Operator is prevented for a period of ninety (90) consecutive days by the action of any governmental agency, other than City, from conducting its rental car business at the Airport, except with respect to any such governmental action affecting operators generally at the Airport.

14.02 Merged Corporation - If Operator becomes a merged corporation in a merger or a constituent corporation in a consolidation which is prohibited pursuant to Section 15.01 and Section 15.05 of this Agreement, or either of them, City may, at its option, terminate the lettings, licenses and other interests and rights of Operator hereunder upon ten (10) days prior written notice of termination sent by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective ten (10) days after mailing.

14.03 Default for Non-Payment - If Operator fails to duly and punctually pay any Rental, Concession Fee or CFC required to be paid hereunder or fails to make payment when due of any other sum required to be paid to City pursuant to this Agreement, then City may, if such default is not cured within ten (10) days after receipt of written notice thereof with respect to such non-payment of said Concession Fee, Rental or CFC or thirty (30) days with respect to the non-payment of any other sum, at its option, terminate the lettings, licenses and other interests and rights of Operator hereunder, by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed.

14.04 Additional Events of Default - If any one or more of the following occurs, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, City may, at its option, terminate the lettings, licenses, and other interests and rights of Operator hereunder by sending written notice of termination by registered or certified mail to Operator at its address set forth in Section 17.06, which notice shall be deemed given and effective when mailed:

a. A lien is filed against the Leased Premises or any portion thereof because of any act or omission of Operator, and is not discharged within thirty (30) days after receipt of notice or other knowledge thereof by Operator, unless Operator shall within the

aforesaid thirty (30) days furnish to City security in such form as City's legal counsel shall prescribe to protect the interests of City; or

b. Operator fails to keep, perform or observe any term, condition, provision, warranty, or covenant of this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Operator by City; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to City's right to terminate this Agreement if corrective action is instituted by Operator within such period and diligently pursued until the failure is remedied.

14.05 City Rights Upon Default - Notwithstanding any other provision in this Agreement, upon any default by Operator to make any payment under this Agreement or upon any failure by Operator to comply with any other term, condition, provision, warranty, or covenant hereof and upon Operator's failure in each case to cure such default or failure within any applicable grace period granted hereunder, City may:

a. Terminate this Agreement without discharging any of Operator's obligations hereunder and exclude Operator from its Leased Premises and the Airport;

b. Without terminating this Agreement, exclude Operator from its Leased Premises and the Airport and use its best efforts to lease such Leased Premises to another car rental operator, holding Operator liable for all of Operator's Concession Fees, Rentals, CFCs, and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of Operator's Concession Fees, Rentals, CFCs, and other amounts payable by Operator under this Agreement for the remainder of the term of this Agreement over the Concession Fees, Rentals, CFCs, and other amounts which are paid during such remainder by such new operator; and

c. From time to time, take whatever action at law or in equity appears necessary or desirable to collect Operator's Concession Fees, Rentals, CFCs, and any other amounts payable by Operator hereunder then due and thereafter to become due, and enforce the performance and observance of any term, condition, provision, warranty, or covenant of Operator under this Agreement.

It is understood and agreed that the rights and remedies set forth in this Section 14.05 shall be in addition to all other rights and remedies which are or may be available to City at law or in equity.

14.06 City Rights Cumulative - All of the rights and remedies hereinbefore given to City shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive City of any of City's rights or remedies or actions against Operator for Concession Fees, Rentals, CFCs, or other payments due hereunder or any other amounts due, for damages, or for the breach of any covenant herein contained, nor shall the bringing of any action for Concession Fees, Rentals, CFCs, or any other payments due hereunder, nor the resort to any other right or remedy for the recovery of Concession

Fees, Rentals, CFCs, or any other amounts due, be construed as a waiver of the right to obtain possession of the Leased Premises.

14.07 Operator's Rights Upon City Default - Operator's sole remedy for any City breach, default or violation of or under this Agreement shall be an action in contract for damages or an action seeking specific performance by City.

14.08 ~~Change of Agreement Term - Notwithstanding the provisions of this Article 14, and immediately upon any occurrence of an event of default described in Sections 14.01(a) through (f) hereof, the term of this Agreement shall automatically convert to month-to-month, and in addition to its rights under this Article 14, either party shall have the right to terminate the Agreement upon thirty (30) days written notice from City to Operator, or from Operator to City. The conversion of the term of this Agreement pursuant to this Section 14.08 shall not discharge any of Operator's obligations hereunder nor affect any of City's other remedies set forth herein~~.

14.09 Removal of Operator's Property - The personal property placed or installed at or on the Airport by Operator, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Operator and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof and at Operator's sole risk and expense. Any damage to the Leased Premises or the Airport or any portion thereof resulting from such removal shall forthwith be paid for by Operator. In the event of termination of this Agreement, Operator shall have thirty (30) days after such termination during which to remove such property. However, City shall have the right to assert such lien or liens against said property as City may by law be permitted. So long as any such property remains in the Leased Premises or on the Airport, Operator's obligation to pay Operator's Concession Fees and Rentals and other sums due City shall continue.

If Operator's property is not removed as herein provided, City may, at its option, after written notice to Operator and at Operator's sole risk and expense, remove such property to a warehouse for deposit, or retain the same in City's possession, and after the expiration of thirty (30) days, sell the same. The proceeds thereof shall be applied first to the expenses of such removal, deposit and sale, second to any sum owed by Operator to City, and any balance remaining shall be paid to Operator.

14.10 No Waiver by City - A failure by City to take any action with respect to any breach, default or violation by Operator of any of the terms, conditions, provisions, warranties, or covenants of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any right or remedy of City to act with respect to any prior, contemporaneous, or subsequent breach, default or violation or with respect to any continuation or repetition of the original breach, default or violation. The acceptance by City of payment for any period or periods after a breach, default or violation of any of the terms, conditions, provisions, warranties, or covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon, any right of City to terminate this Agreement for any subsequent breach, default or violation or for any continuation or repetition of the original breach, default or violation.

14.11 Agreement to Pay Attorneys Fees and Expenses - When an event of default by Operator has occurred and City retains attorneys (or uses the services of City's legal counsel) or incurs other costs and expenses for the collection of Concession Fees, Rentals, CFCs, or other payments due hereunder, or for the enforcement, performance or observance of any term, condition, provision, warranty, or covenant of this Agreement by or on the part of Operator, and if City is successful in obtaining a judgment against Operator or a settlement with Operator, Operator shall pay to City the fees and expenses of such attorneys and such other costs and expenses incurred by City in taking such action.

ARTICLE 15

ASSIGNMENT, SUBLEASE AND TRANSFERS

15.01 Prohibition Against Assignment and Sublease - Operator covenants that it shall not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber the Leased Premises or any part thereof, this Agreement or any part thereof, or any rights of Operator hereunder or allow the use of such Leased Premises or any rights hereunder, in whole or in part, without the prior written consent of City. Consent by City to any type of transfer described in this Section 15.01 or elsewhere in this Agreement shall not in any way be construed to relieve Operator from obtaining further authorization from City for any subsequent transfer of any nature whatsoever.

15.02 Operator's Survival Obligations - Notwithstanding any assignment, sublet or any other transfer of the Leased Premises under this Agreement, or any rights hereunder, Operator shall remain fully liable for the payment of all of its Concession Fees, Rentals and CFCs and other payments due City under this Agreement and fully responsible for the performance of all of its other obligations hereunder, unless and to the extent that City provides a specific written release to Operator in its written consent provided pursuant to Section 15.03 hereof.

15.03 Request for Assignment/Sublease - Any and all requests by Operator seeking authorization under Section 15.01 shall be made in writing by certified mail to the Airport Director at City's address set forth in Section 17.06 of this Agreement.

15.04 Unauthorized Assignment or Sublease - If any transfer of Operator's interest hereunder shall occur, whether or not prohibited by Section 15.01 or Section 15.05, City may collect Concession Fees, Rentals, CFCs and any other payments due City under this Agreement from any purported assignee, sublessee or transferee of Operator, and in such event shall apply the net amount collected to Concession Fees, Rentals, CFCs and any other payments payable by Operator hereunder this Agreement without such action by City releasing Operator from this Agreement or any of its obligations hereunder. If any transfer prohibited by Section 15.01 or Section 15.05 shall occur without authorization of City and City collects Concession Fees, Rentals, CFCs and any other payments due City under this Agreement from any purported assignee, sublessee or transferee of Operator and applies

the net amount collected in the manner described in the preceding sentence, such actions by City shall not be deemed to be a waiver of the covenant contained in Section 15.01 or Section 15.05 or constitute acceptance of such assignee, sublessee or transferee by City or release Operator from this Agreement or any of its obligations hereunder.

15.05 Change of Control - Any other provision of this Article 15 or any other provision of this Agreement notwithstanding, any transfer in or of control of Operator's entity structure, whether by action of Operator or by operation of law, shall likewise require approval and consent of City pursuant to Section 15.01 hereof. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Operator's stock (if a corporation) during any 12-month period shall constitute a transfer in and of control. Any transfer in or of control not so approved and consented to shall be a violation of the covenants of Section 15.01, which shall thereby enable City to exercise any and all rights of City under Section 15.04. With respect to this Section 15.05, City's approval and consent shall not be unreasonably withheld.

ARTICLE 16

GOVERNMENT INCLUSION AND GOVERNMENTAL COVENANTS

16.01 Provisions Relating to Issuance of Bonds - Operator shall comply with the following provisions related to the issuance of bonds by City:

a. This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to any lien, covenants (including the rate covenants), and provisions of the pledge, transfer, hypothecation, or assignment made or hereafter made by City in any trust indenture or any resolution under which bonds are issued for the Airport, including any amendments and supplements thereto. City and Operator agree that to the extent granted or required by any trust indenture or law, the holders of the bonds or their designated representatives shall have the right to exercise any and all rights of City hereunder.

b. Operator understands that City has issued and subsequently may be the issuer of bonds during the term of this Agreement, the proceeds of which have been utilized for Airport improvements. With respect to bonds that have been issued or may be issued in the future, the interest on which is intended to be excludable from gross income from the holders of such bonds for Federal income tax purposes under the Internal Revenue Code of 1986, Operator agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause City to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Operator take, or persist in, any action or omission which may cause the interest on the tax-exempt bonds either (1) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (2) to

become subject to the alternative minimum tax (AMT) for Federal income tax purposes if such bonds were not originally subject to said tax.

c. Operator agrees that in connection with any issuance of bonds by City, upon reasonable advance written request, Operator will deliver to City a statement in writing certifying:

1. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

2. that City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

3. such further matters as may be reasonably requested by City, it being intended that any such statement may be relied upon by the parties involved in such issuance of bonds.

d. Operator agrees that upon the request of City, Operator will provide to City such information with respect to Operator as City deems reasonably necessary in order for City to comply with the requirements of Rule 15c2-12, as amended (the "Rule"), under the Securities Exchange Act of 1934, as amended (the "Act"). Operator agrees that, if at any time while bonds remain outstanding, Operator is no longer complying with the reporting requirements under the Act and if Operator is an "obligated person" as defined in the Rule, Operator will provide to City such information with respect to Operator as is necessary in order to comply with the Rule.

16.02 City Right to Improve Airport

a. City has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, the Airfield Area, the Terminal Building and other Airport facilities, including Airport facilities which comprise the Leased Premises, regardless of the desires or views of Operator and without interference or hindrance from Operator and without any liability to Operator; and City may continue to so develop, expand, improve and renovate the Airport, including but not limited to, the Airfield Area, Terminal Building and other Airport facilities, including Airport facilities which comprise the Leased Premises, throughout the term of this Agreement.

b. Upon reasonable notice, during Operator's normal business hours, City shall have the right to enter Operator's Leased Premises to perform any of City's obligations hereunder, exercise any of its rights hereunder or in the exercise of its governmental functions, or in the event of any alteration, improvement or construction on, adjacent to or in the vicinity of Operator's Leased Premises, for purposes related thereto. Notwithstanding the foregoing, in an emergency, City shall have the absolute right to

enter Operator's Leased Premises to perform or exercise any of the aforementioned obligations or rights.

c. In addition to those rights reserved by City in Section 16.02 (a) and (b) above, City reserves the right from time to time as may be reasonably necessary to close, relocate, reconstruct, change, alter or modify Operator's Leased Premises for purposes of maintaining or constructing improvements, modifications or expansions to the Airport, provided that:

1. At least sixty (60) days prior written notice of any such action is given by City to Operator.

2. Reasonably convenient and equivalent alternative premises and adequate means of ingress and egress thereto shall be made available to Operator. Such alternative premises shall be subject to Operator's reasonable approval.

3. Operator shall continue to pay Rentals with respect to its Leased Premises during any such temporary relocation (adjusted for any decrease in square footage); provided, however, that City shall reimburse Operator for the reasonable costs associated with any necessary relocation.

16.03 Reservation of Air Navigation Rights - City reserves unto 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 Airport, including but not limited to Operator's Leased Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

16.04 Nondiscrimination - To the extent that the following provisions are applicable to Operator's Leased Premises or activities at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Operator agrees to observe and comply with said provisions:

a. Operator agrees that in the operation of its rental car concession at the Airport, it shall not discriminate against any person by reason of sex, race, color, religion, national origin, disability or handicap in the use of any of the facilities provided for the public at the Airport.

b. Operator, for itself, its successors in interest and assigns, as a part of the consideration herefor, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, City shall follow the notice and termination provisions contained in Article 14 of this Agreement.

c. Operator, for itself, its successors in interest and assigns, as a part of the consideration herefor, does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. In the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of sex, race, color, religion, national origin or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. Operator (whether a grantee, licensee, lessee, permittee, etc.) shall use the Leased 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.

In the event of the breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, City shall follow the notice and termination provisions contained in Section 14 of this Agreement.

d. Operator assures City that it shall undertake an affirmative action program if required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of sex, race, color, religion, national origin, or handicap, be excluded from participating in any employment activities covered in Title 14, Code of Federal Regulations, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by said Subpart E. Operator assures that it will require that its covered suborganizations to provide assurances to Operator that they similarly shall undertake an affirmative action program and that they shall require assurances from their suborganizations, if and as required by Title 14, Code of

Federal Regulations, Subpart E, to the same effect. Operator assures that it shall furnish to the United States government or City, if and as required by law, any and all documents, reports, and records, including, but not limited to, an affirmative action plan, Form EEO-1, the submission of which are required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

16.05 Accessibility of Physically Handicapped - To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 apply to the Leased Premises and Operator's facilities thereon or the operation and/or construction or acquisition of any improvement, equipment or facilities by Operator on the Leased Premises or the Airport or any part thereof, such improvement and equipment shall be provided and improvement and facilities shall be designed, constructed, and operated, so that the improvement, equipment or facility is accessible to and usable by handicapped persons. To assure such design, construction and use, Operator will design and construct the improvement, equipment or facility in accordance with the Uniform Federal Accessibility Standards ("UFAS") and/or the American National Standards Institute "Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped" (ANSL A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

16.06 Disadvantaged Business Enterprise Program - In the event that Operator is not certified by City as a Disadvantaged Business Enterprise, Operator shall, to the extent possible, use or obtain the services, goods and products, including its vehicle fleet, from Disadvantaged Business Enterprises (DBEs) as defined in 40 CFR Part 23, Section 23.89, and as certified by City, in the conduct of its business and operations at the Airport; in order to enable it to achieve the DBE goal included within its bid to City. Operator agrees that for each year during this Agreement, Operator will make a good faith effort to purchase services, goods and products from DBEs in an aggregate which will equal or exceed Operator's goal for each Agreement Year under this Agreement as set forth on Exhibit E attached hereto. In order to ensure compliance with the foregoing DBE requirement, Operator agrees to the following:

a. Within ninety (90) days after award of this Agreement by City, and by January 1 of each succeeding Agreement Year of the term, Operator will furnish to City's DBE Officer at the Airport the program it will be utilizing during the next twelve-month period to achieve its DBE goal, including the names of the DBEs it plans to utilize so that they may apply for certification procedures. Only those firms which have been certified by City at DBEs may be counted toward the DBE goal. If a DBE must be replaced for any reason, Operator agrees that it will be replaced with another DBE or, if not replaced with a DBE, Operator shall demonstrate to City it made a good faith effort to do so.

b. Within ninety (90) days after the end of each Agreement Year during the term hereof, Operator will furnish City with a report certified by an officer of Operator's corporation, showing Operator's total Commissionable Gross Receipts at the Airport

for said Agreement Year and Operator's total purchase of services, goods and products for business at the Airport during that twelve (12) month period, and the percentage of such purchases made from DBEs, and the exact amount paid to each DBE, by name.

c. Should the report show that Operator did not meet its goal, then Operator shall also furnish with the report a detailed description as to why it was not met, along with documentation of its good faith efforts.

d. If Operator fails to meet the established goal for any Agreement Year and fails to demonstrate good faith efforts to meet the goal, then Operator shall be in default under this Agreement.

16.07 Passenger Facility Charge Regulation - To the extent that the provisions of 14 CFR Part 158 (the "Passenger Facility Charge Regulation") or any assurance issued pursuant thereto is or becomes applicable to the Leased Premises or Operator's activities under this Agreement, Operator agrees to comply with the requirements of said Passenger Facility Charge Regulation and any applicable assurance issued pursuant thereto.

16.08 Prohibition Against Exclusive Rights - It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide rental car services to the public, and City reserves the right to grant to others the privileges and right of conducting any or all activities related to the operations of a rental car concession.

16.09 Government Inclusion - Operator covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport or the continued operation or certification of the Airport.

16.10 Compliance with Environmental Laws - Operator covenants, represents, and warrants that in conducting any activity or business on the Leased Premises or at the Airport, or in conducting any operation or performing any work pursuant to this Agreement, Operator shall comply with all applicable Environmental Laws. Operator further covenants, represents and warrants that:

a. Operator shall obtain and maintain all Environmental Permits required for it to conduct its activities and business on the Leased Premises and at the Airport.

b. At City's request, Operator shall make available to City for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials which Operator prepared or had prepared with respect to or pursuant to any Environmental Law or Environmental Permit, or which Operator submitted or had submitted to any governmental agency, which documents or materials relate to

environmental issues, Environmental Laws or Environmental Permits, pertain to the Airport or the Leased Premises, and would be discoverable in litigation.

c. City and its representatives shall have access to the Leased Premises upon prior notice to Operator to inspect the same in order to determine if Operator is using the Leased Premises in accordance with all Environmental Laws and Environmental Permits. Operator agrees to fully cooperate with any such inspections, provided that such inspections shall not unreasonably interfere with Operator's operations. Upon receipt of written notification of noncompliance or upon assertion of a claim by a third party, and at the request of City, Operator shall conduct such testing and analysis as City deems reasonable to ascertain whether Operator is using the Leased Premises in compliance with all Environmental Laws and Environmental Permits. Any such tests shall be conducted by qualified independent experts chosen by Operator, but who shall be subject to City's approval, which shall not be unreasonably withheld. Operator shall provide to City copies of all reports prepared by such experts within a reasonable time after Operator receives each such report.

d. If Operator fails to comply with any Environmental Law or Environmental Permit or if Operator fails to commence immediate corrective action or required remediation, City may, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to City, enter the Leased Premises and take all reasonable and necessary actions, at Operator's expense, to ensure such compliance with the Environmental Law or Environmental Permit.

e. In the event of any release or threatened release of Hazardous Materials caused by Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors, and which is required by an applicable Environmental Law or City Rule or Regulation to be reported by Operator, whether as a result of negligent conduct or otherwise, at, on, under or about the Leased Premises or the Airport, or in the event any claim, demand, complaint, or action is made or taken against Operator that pertains to the environment at the Leased Premises or the Airport, or if Operator receives any notice pertaining to Operator's failure or alleged failure to comply with any Environmental Law or Environmental Permit, Operator shall promptly notify City of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide City with a copy of each such claim, demand, complaint, notice, and action. If Operator is required by any Environmental Law, Environmental Permit, or governmental agency to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Leased Premises or the Airport, Operator shall simultaneously provide a copy of such notice or report to City.

f. Operator shall undertake all necessary steps to remedy and remove any environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities, conduct or presence of Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors on the Leased Premises or at the Airport, whether resulting from negligent conduct or otherwise, as

determined by the appropriate governmental agency to be necessary to reasonably protect the public health or safety to the extent required by applicable law, or to bring the Leased Premises or the Airport into compliance with all Environmental Laws and Environmental Permits. Such work shall be performed at Operator's expense. Except in the event of an emergency, such work shall be after Operator submits to City a written plan for completing such work and receives the prior approval of City, which shall not be unreasonably withheld. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by Operator. Specific cleanup levels for any environmental remediation work Operator performs shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits. Operator warrants that all work performed pursuant to this Agreement shall be performed in accordance with all Environmental Laws and Environmental Permits, specifically including without limiting the generality of the foregoing any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

g. Notwithstanding the obligations imposed on Operator in Paragraph (f) of this Section of the Agreement, City and other Federal, state, and local agencies having jurisdiction shall at all times have the right, should Operator fail to respond to a notification, after a specified cure period, if any, or immediately if necessary to mediate further contamination, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, and otherwise respond to a condition which results from, causes, or threatens to cause environmental pollution, contamination, or damage at, under or about the Leased Premises or the Airport. Operator agrees to cooperate with any and all such actions.

h. City shall not be responsible to Operator or any of its agents, employees, invitees, licensees, contractors, or subcontractors for any environmental condition in existence on the Leased Premises or at the Airport, which condition may interfere with Operator's business or other operations or activities, or which might otherwise cause damage to Operator through loss of business, destruction of property, or injury to Operator, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees, except to the extent that any such condition is directly caused by City or its employees.

16.11 Operator's Environmental Indemnity - With respect to Environmental Laws and Environment Permits, Operator agrees as follows:

a. Without in any way limiting Operator's obligations under Article 13 hereof, Operator shall assume the risk of, be responsible for, protect, defend, indemnify and hold harmless City and its respective past, present and future officers (including without limitation all members of the Council of the City) and its employees and agents, and each of them, including without limitation the Airport Directors of City, and shall hold each and all of them harmless at all times from and against any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorneys fees,

which may be incurred in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from any activity, conduct, or presence of Operator or any of Operator's directors, officers, agents, contractors, subcontractors, or employees at the Airport or from Operator's failure to comply with any Environmental Law or Environmental Permit.

b. All rights and remedies of City as provided in this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Law or Environmental Permit shall be deemed cumulative in nature; and City's right to indemnification as provided under this Section shall survive the termination of this Agreement.

16.12 Stormwater - Operator shall comply with the following provisions with respect to stormwater management at or from the Airport:

a. Notwithstanding any other provisions or terms of this Agreement, Operator acknowledges that certain properties within the Airport, or on City-owned land, are subject to stormwater rules and regulations. Operator agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airport property and uses thereof.

b. City and Operator will cooperate to insure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. Operator acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Operator, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.

c. City will invite Operator to participate in discussions with the Commonwealth of Virginia EPA regarding discharge permit requirements and shall provide Operator with written notice of any stormwater discharge permit requirements applicable to Operator and with which Operator will be obligated to comply from time to time, including certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Operator agrees to undertake, at its expense, unless otherwise agreed to in writing between City and Operator, those stormwater permit requirements for which it is reasonably responsible and for which it has received written notice from City and which are applicable exclusively to Operator, and Operator agrees that it will hold harmless and indemnify City for any violations or non-compliance by Operator with any such permit requirements for which it has undertaken.

ARTICLE 17

GENERAL PROVISIONS

17.01 Quiet Enjoyment - To the extent of its legal authority to provide the same, City covenants that, if Operator shall perform all obligations and make all payments as provided herein, Operator shall peaceably have and enjoy the Leased Premises and all the rights, licenses, privileges, appurtenances, and facilities granted herein; provided, however, that the foregoing covenants shall be binding on City only so long as it is the operator of the Airport and has the authority to make this covenant.

17.02 Surrender - Operator covenants and agrees to yield and deliver peaceably to City possession of the Leased Premises on the date of the cessation of the letting hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as at the commencement of the letting, or, if improved, in as good condition as of the completion date of the last improvement made to the Leased Premises, excepting reasonable wear and tear.

17.03 Force Majeure

a. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of City or Operator hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of City or Operator to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Operator's obligations to make payments of Concession Fees, Rentals, CFCs and any other payments when due to City pursuant to this Agreement.

b. City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, resolution, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction. City shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Airport and Operator shall fully cooperate with City in these efforts.

17.04 No Co-Partnership or Agency - It is understood and agreed that nothing herein contained, including but not limited to City receiving Percentage Fee payments from Operator, is intended or shall be construed to in any respect create or establish the relationship of co-

partners between the parties hereto, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever.

17.05 No Personal Liability - No past, present or future officer, member, official, director, agent or employee of either party or the City (including any member of the Council of the City) shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

17.06 Notices - Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or by receipted overnight delivery, to City and Operator at the following addresses:

by U.S. Mail

CITY
Airport Director
City of Lynchburg
Lynchburg Regional Airport
350 Terminal Drive, Suite 100
Lynchburg, VA 24502

OPERATOR
President
Enterprise Leasing Co. of Norfolk/Richmond, LLC
c/o National Car Rental
721 Lake Front Commons, Suite 100
Newport News, VA 23606

by Overnight Delivery

CITY
Airport Director
City of Lynchburg
Lynchburg Regional Airport
350 Terminal Drive, Suite 100
Lynchburg, VA 24502

OPERATOR
President
Enterprise Leasing Co. of Norfolk/Richmond, LLC
c/o National Car Rental
721 Lake Front Commons, Suite 100
Newport News, VA 23606

or to such other person or address as either City or Operator may from time to time designate by notice to the other in accordance with this Section.

17.07 Entire Agreement - This Agreement, including the attached exhibits, embodies the entire agreement between City and Operator relating to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, express or implied, between City and Operator relating thereto, including the Invitation to Bid and Operator's bid upon which this Agreement was awarded. This Agreement, including the attached exhibits and endorsements, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.

17.08 No Third Party Beneficiaries - Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof, excepting solely the City of Lynchburg so long as it is the owner of Airport property or a person to whom this Agreement is sublet, transferred or assigned as herein provided. Except as otherwise provided in Paragraph (j) of Section 13.03 of Article 13 hereof, the foregoing provision shall not apply to insurance subrogation rights vested or arising in third parties resulting from insurance policies related to this Agreement.

17.09 Construction of Agreement - Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

17.10 Severability - If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the Commonwealth of Virginia or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.

17.11 Sealed Agreement - The parties hereto acknowledge, represent, state and warrant that they have signed and executed this Agreement under seal, that they have adopted their respective seals as affixed to this Agreement, and that they are executing this Agreement with the intent that it shall be a sealed instrument.

17.12 Survival of Warranties - All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.

17.13 Applicable Law - This Agreement is made and entered into in the City of Lynchburg, Virginia, and Virginia law shall govern and apply to this Agreement. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a federal United States District Court for the Western

District of Virginia sitting in the City of Lynchburg or a state court in the City of Lynchburg.

17.14 Operator is Independent Contractor - It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and City shall be in no way responsible for Operator's acts or omissions.

17.15 Successor and Assigns Bound by Covenant - Subject to the limitations on Operator's rights under Section 15.01 and Section 15.05 of this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns including successors-in-interest by merger and consolidation of the respective parties hereto.

17.16 Time of Essence - For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.

17.17 Consents and Approvals - If any consent, approval, determination, judgment or concurrence is required of City or the Airport Director hereunder, it is agreed that such consent, approval, determination, judgment or concurrence may be withheld, granted or made at the sole discretion of City or said Airport Director.

IN WITNESS WHEREOF, this Agreement is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound hereby.

Attested By:

CITY OF LYNCHBURG

By: _____
L. Kimball Payne, III
City Manager

Title

Seal:

Attested By:

ENTERPRISE LEASING COMPANY OF NORFOLK/RICHMOND, LLC

By: _____
James C. Mercer
President

Title

Seal:

EXHIBIT D

MINIMUM ANNUAL GUARANTEE AMOUNTS
RENTAL CAR CONCESSION AGREEMENT AND LEASE
LYNCHBURG REGIONAL AIRPORT

Enterprise Leasing Company of Norfolk/Richmond, LLC D/B/A National Car Rental

The following establishes the Minimum Annual Guarantee Amounts for each Agreement Year under the foregoing Rental Car Concession Agreement and Lease:

Initial Agreement Period (through 2/28/14)	$5,350 per month
Subsequent Agreement Years	All subsequent Agreement Year MAGs to be determined annually based on 85% of the Operator's prior year's actual Commissionable Gross Receipts and effective March 1 of each year.

EXHIBIT E

OPERATOR'S DBE GOALS
RENTAL CAR CONCESSION AGREEMENT AND LEASE
LYNCHBURG REGIONAL AIRPORT

Enterprise Leasing Company of Norfolk/Richmond, LLC D/B/A National Car Rental

The following are Operator's proposed DBE goals, expressed as a percentage of Commissionable Gross Receipts for each Agreement Year under the foregoing Rental Car Concession Agreement and Lease.

Agreement Year 1	10%
Subsequent Agreement Years	10%

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **15**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Public Hearing-Supplemental Lease Agreement with General Services Administration**

RECOMMENDATION:

After a public hearing, approve a supplemental agreement to the current lease with the General Services Administration (GSA) for office space at the Lynchburg Regional Airport for Transportation Security Administration (TSA) personnel assigned to the airport, and authorize the City Manager to execute the supplemental agreement on behalf of the City.

SUMMARY:

The GSA has requested that Supplemental Agreement #8 to lease number GS-03B-03314 be added granting GSA the option to extend the current lease by up to a total ten (10) additional years. The first three (3) years would be a fixed commitment at the current lease rate with the remaining seven (7) years optional (by the GSA) with a 3% annual rate increase.

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

PRIOR ACTION(S):

November 12, 2002 Council Approval (Public Hearing) of current lease

FISCAL IMPACT:

The first three (3) years of the extended lease would be at the current lease rate of $59,444 per year. Option years four (4) through ten (10) would each include a 3% annual increase.

CONTACT(S):

Mark F. Courtney 455-6090 Airport Director

ATTACHMENT(S):

1) Resolution
2) GSA form Supplemental Lease Agreement (#8)

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED That the Lynchburg City Council approves Supplemental Lease Agreement #8 to lease number GS-03B-03314 with the General Services Administration to add a ten (10) year renewal option for lease of certain space in the terminal building of the Lynchburg Regional Airport; and,

BE IT FURTHER RESOLVED That the City Manager is authorized to execute the supplemental lease agreement.

Adopted:

Certified: _____
Clerk of Council

115L

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT **No. 8** Page 1 of 1	DATE
	TO LEASE NO. **GS-03B-03314**	
ADDRESS OF PREMISE **Lynchburg Regional Airport** **4308 Wards Road, Suite 100** **Lynchburg, VA 24502-3598**		

THIS AGREEMENT, made and entered into this date by and between **City of Lynchburg**

whose address is

900 Church Street, Suite 201
Lynchburg, VA 25404-1620

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to **incorporate a renewal option.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **upon execution by the Government**, as follows:

A. Part II – OFFER Section B. TERM is hereby amended by including the following:

"This lease maybe renewed at the option of the Government for the following terms and at the following rentals:

One (1), ten (10) year renewal option. The Government may terminate the lease in whole or in part at any time on or after the third full year by giving at least ninety (90) days written notice to the lessor.

02/01/2013 – 01/31/2014 – Annual Rent: $ 59,444.00 (Shell: $47,285.00 Operating: $12,159.00)
02/01/2014 – 01/31/2015 – Annual Rent: $ 59,444.00 (Shell: $47,285.00 Operating: $12,159.00)
02/01/2015 – 01/31/2016 – Annual Rent: $ 59,444.00 (Shell: $47,285.00 Operating: $12,159.00)
02/01/2016 – 01/31/2017 – Annual Rent: $ 61,227.32 (Shell: $48,703.55 Operating: $12,523.77)
02/01/2017 – 01/31/2018 – Annual Rent: $ 63,064.68 (Shell: $50,162.63 Operating: $12,902.05)
02/01/2018 – 01/31/2019 – Annual Rent: $ 64,956.08 (Shell: $51,662.24 Operating: $13,293.84)
02/01/2019 – 01/31/2020 – Annual Rent: $ 66,915.03 (Shell: $53,215.89 Operating: $13,699.14)
02/01/2020 – 01/31/2021 – Annual Rent: $ 68,914.51 (Shell: $54,810.07 Operating: $14,104.44)
02/01/2021 – 01/31/2022 – Annual Rent: $ 70,981.54 (Shell: $56,458.29 Operating: $14,523.25)
02/01/2022 – 01/31/2023 – Annual Rent: $ 73,102.61 (Shell: $58,147.04 Operating: $14,955.57)

Provided notice be given in writing to the Lessor at least seven (7) days before the end of the original or any renewal term; all other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing with the day after the date of mailing.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: City of Lynchburg

BY _____ _____
(Signature) (Title)

IN THE PRESENCE OF

_____ _____
(Signature) (Address)

UNITED STATES OF AMERICA General Services Administration, PBS

BY _____ Contracting Officer
(Signature) (Official Title)

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **16**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Amendments to City Code re. Chapter 5 Ambulances**

RECOMMENDATION: Adopt the attached ordinance enacting changes to the City Code related to the regulation of ambulance services.

SUMMARY: There have been some changes to the State Code and State EMS Regulations over the course of several years that have not been updated with the City Code and there is some language that is simply outdated.

Some of the most significant changes are as follows:

1. Require EMS vehicles, equipment and personnel to comply with all applicable laws and regulations in 12VAC5-31 which supersedes the current City Code language.
2. The application, issuance and renewal of a certificate of public convenience and necessity by EMS agencies would be coordinated through the City Manager or dis designee instead of the director of health (which no longer exists).
3. The requirements for the EMS providers to receive a driver's, attendant's and attendant driver's permit through the city and the police chief would be removed, as requirements for EMS certification and EMS vehicle operators are established by 12VAC5-31 and issued through the appropriate certifying agencies. Language in 12VAC5-31 supersedes the current City Code language.

PRIOR ACTION(S): None.

FISCAL IMPACT: None.

CONTACT(S): Jason Campbell, Battalion Chief of EMS, 455-6363; Brad Ferguson, Fire Chief, 455.6341

ATTACHMENT(S): Proposed Ordinance

REVIEWED BY: lkp

ORDINANCE

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY AMENDING SECTIONS 5-1, 5-3, 5-7, 5-20, 5-21, 5-22, 5-24, 5-27 AND 5-28 AND TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG BY REPEALING SECTIONS NUMBERED 5-4, 5-5, 5-49, 5-50, 5-51, 5-52, 5-53, 5-54, 5-55, 5-56 AND 5-57. THE AMENDED AND REPEALED SECTIONS DEAL WITH THE OPERATION OF AMBULANCES WITHIN THE CITY.

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

1. That Sections 5-1, 5-3, 5-7, 5-20, 5-21, 5-22, 5-24, 5-27 and 5-28 of the Code of the City of Lynchburg, 1981, be and the same are hereby amended and reenacted as follows:

Sec. 5-1. Definitions.

Whenever used in this chapter the following terms shall be construed as set out herein:

Ambulance: Any motor vehicle that is specially designed or constructed, and equipped, and is intended to be used for and is maintained and operated for the transportation of patients.

Attendant: A trained qualified individual responsible for the operation of an ambulance and the care of the patients whether or not the attendant also serves as driver.

Attendant-driver: A person who is qualified as an attendant and a driver.

Certificate: A certificate of public convenience and necessity issued by the city council under the provisions of this chapter, authorizing the holder thereof to conduct an ambulance service in the city.

~~Health officer: The director of health.~~

Patient: An individual who is sick, injured, wounded or otherwise incapacitated or helpless.

Sec. 5-3. Standards for vehicles, equipment and personnel.

(a) Each ambulance shall, at all times when in use as such, must be licensed by the Virginia Department of Health and comply with all applicable laws and regulations governing emergency medical services in the Commonwealth of Virginia (12VAC 5-31).

~~(1) Be suitable for the transportation of patients from the standpoint of health, sanitation and safety, and be maintained in suitable premises;~~

~~(2) Contain equipment conforming with the standards, requirements and regulations provided for herein, which equipment shall be in proper and good condition for such use;~~

~~(3) Currently comply with all applicable laws and local ordinances relating to health, sanitation and safety;~~

~~(4) Be equipped with such lights, sirens and special markings to designate it as an ambulance as may be prescribed by law and in reasonable regulations, if any, promulgated by the city manager;~~

~~(5) Be equipped with approved safety belts for the driver, and for a passenger in the front seat if such seat is provided;~~

~~(6) Be equipped with two-way radio equipment in good working order; and~~

~~(7) Be manned by at least two (2) persons consisting of a driver and an attendant or driver-attendant and an attendant, unless otherwise ordered by a member of the medical profession.~~

(b) Each approved ambulance vehicle, its equipment and the premises designated in the application and all records relating to its maintenance and operation as such, shall be open to inspection by the ~~director of health~~ city manager or his designated representatives during usual hours of operation.

(c) No official entry made upon a certificate may be defaced, removed or obliterated.

(d) Each ambulance attendant and attendant-driver must meet the personnel requirements established by the Virginia Department of Health and comply with all applicable laws and regulations governing emergency medical services in the Commonwealth of Virginia.

Sec. 5-7. Penalty.

Any person who shall violate any of the provisions of this chapter for which no other penalty is provided shall be deemed guilty of a class 2 misdemeanor, in addition to the revocation or suspension of such person's certificate or permit by the city manager or his designee ~~and police chief~~ as provided for in this chapter.

Sec. 5-20. Application for ambulance certificate.

Applications for an ambulance certificate shall be made upon such forms as may be prepared or prescribed by the city manager or his designee and shall contain:

(a) The name and address of the applicant and of the owner of the ambulance.

(b) The trade or other fictitious name, if any, under which the applicant does business and proposes to do business.

(c) The training and experience of the applicant in the transportation and care of patients.

(d) A description of each ambulance, including the make, model, year of manufacture, motor and chassis number; current state license number; the length of time the ambulance has been in use; and the color scheme, insignia, name, monogram or other distinguishing characteristics to be used to designate applicant's ambulance.

(e) The location and descriptions of the place or places from which it is intended to operate.

(f) Such other information as the city manager or his designee shall deem reasonably necessary to a fair determination of compliance with this chapter.

Sec. 5-21. Liability insurance required.

(a) No ambulance certificate shall be issued under this article, nor shall such certificate be valid after issuance, nor shall any ambulance be operated in the city unless there is at all times in force and effect insurance coverage, issued by an insurance company licensed to business in the state, for each and every ambulance owned and/or operated by or for the holder of a certificate, providing for the payment of damages:

(1) For injury to or death of individuals in accidents resulting from any cause for which the owner of said vehicle would be liable on account of liability imposed on him by law, regardless of whether the ambulance was being driven by the owner or his agent, and

(2) For the loss of or damage to the property of another, including personal property, under like circumstances, in such sums and under such terms as may be required in regulations promulgated by the city manager or his designee.

(b) Said insurance policies shall be submitted to the city manager or his designee for approval prior to the issuance of each ambulance certificate. Satisfactory evidence that such insurance is at all times in force and effect shall be furnished to the city manager or his designee, in such form as he may specify, by all certificate holders required to provide such insurance under the provisions of this article.

(c) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the assured, and that until the policy is revoked the insurance company will not be relieved from liability on account of nonpayment of premium, failure to renew license at the end of the year, or any act or omission of the named assured. Such policy of insurance shall be further conditioned for the payment of any judgments up to the limits of said policy, recovered against any person other than the owner, his agent or employee, who may operate the same with the consent or acquiescence of the owner.

(d) Every insurance policy required hereunder shall extend for the period to be covered by the license applied for and the insurer shall be obliged to give not less than fifteen (15) days written notice to the city manager or his designee and to the assured before any cancellation or termination thereof earlier than its expiration date and the cancellation or other termination of any such policy shall automatically revoke and terminate the certificate issued for the ambulances covered by such policy, unless

another insurance policy complying with the provisions of this section shall be provided and be in effect at the time of such cancellation or termination.

Sec. 5-22. Duties of city manager.

The city manager or his designee shall, within thirty (30) days after receipt of an application for an ambulance certificate as provided for herein, cause such investigation as he deems necessary to be made of the applicant and of his proposed operations. If the city manager or his designee finds:

(1) That the public convenience and necessity requires the proposed ambulance service;

(2) That each such ambulance, its required equipment and the premises designated in the application, have been ~~certified~~ licensed by the ~~health officer~~ Virginia Department of Health as provided for herein;

(3) That the applicant is a responsible and proper person to conduct or work in the proposed business;

(4) That only duly licensed drivers, attendants and attendant-drivers are employed in such capacities; and

(5) That all the requirements of this chapter and all other applicable laws and ordinances have been met; then the city manager or his designee shall recommend to the city council that the city council issue a certificate to the applicant; otherwise the city manager or his designee shall recommend to the city council that the application be denied. The city manager or his designee shall include a complete report of his findings in his recommendation to the council. The applicant and other certificate holders, if any, shall be given notice of the meeting of council when the report of the city manager or his designee will be considered. The decisions of the city council on the matter shall be final.

Sec. 5-24. Issuance.

The certificate when issued, shall be filled out in duplicate and shall contain the name and address of the applicant, the number of vehicles authorized under the certificate and date of issuance. One copy shall be retained in the files of the city manager or his designee and the applicant shall receive the other copy.

Sec. 5-26. Transfer.

A certificate issued under the provisions of this article shall not be transferable except upon the written consent of the city manager or his designee endorsed on any such certificate.

Sec. 5-27. Termination of service; bond.

At least ninety (90) days written notice to the city manager or his designee shall be required for a certificate holder to voluntarily cease operating or rendering of ambulance services in the city. In order to assure compliance with said requirement, each certificate

holder shall prior to the issuance of a certificate to him be required to post bond in the amount of five hundred dollars ($500.00), with proper surety to be approved by the city attorney, which amount shall be forfeited to the city for failure to comply with said notice requirements.

Sec. 5-28. Revocation.

(a) The city manager or his designee may, and is hereby authorized to, suspend or revoke a certificate issued hereunder for failure of a certificate holder to comply and to maintain compliance with, or for his violation of, any applicable provisions, standards or requirements of this chapter, or of regulations promulgated hereunder, or of any other applicable laws or ordinances or regulations promulgated thereunder, but only after warning and such reasonable time for compliance as may be set by the city manager or his designee. Within ten (10) days after a suspension, the certificate holder shall be afforded a hearing, after reasonable notice. The city manager or his designee shall, within ten (10) days after conclusion of such hearing, issue a written decision (which shall include written findings) as to the suspension of said license. Such written decision shall be promptly transmitted to the licensee to whom it refers. An appeal from the decision of the city manager or his designee may be made to city council.

(b) The initial, semiannual or other ambulance, equipment and premises inspection reports of the ~~director of Health~~ Virginia Department of Health herein provided for shall be prima facie evidence of compliance or noncompliance with, or violation of, the provisions, standards and requirements provided herein, and of the regulations promulgated hereunder.

(c) Upon suspension, revocation or termination of an ambulance certificate hereunder, such ambulance shall cease operations as such and no person shall permit such ambulance to continue operations as such. Upon suspension, revocation or termination of a driver's, attendant's or attendant-driver's permit hereunder, such driver, attendant or attendant-driver shall cease to drive or attend an ambulance and no person shall employ or permit such individual to drive or attend an ambulance.

2. That the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted by repealing Sections 5-4, 5-5, 5-49, 5-50, 5-51, 5-52, 5-53, 5-54, 5-56 and 5-57.

~~**Sec. 5-4. Standards for equipment.**~~

~~(a) Required in each ambulance shall include, at all times when the ambulance is in use as such, equipment adequate in the judgment of the director of health for dressing wounds, splinting fractures, controlling hemorrhage and providing oxygen.~~

~~(b) The director of health is authorized and directed to promulgate regulations, after public notice and opportunity for public hearing, to implement the standards provided herein as to required equipment in ambulances. In determining the adequacy of equipment, the director of health shall take into consideration the current list of minimal equipment for ambulances, adopted by the American College of Surgeons or its duly authorized Committee on Trauma. Each certificate holder for an ambulance shall comply~~

with such reasonable regulations hereunder as may be promulgated by the director of health and shall maintain in each such ambulance, at all times when it is in use as such, all such equipment as may be prescribed by the director of health hereunder.

Sec. 5-5. Reports.

(a) Within forty-eight (48) hours after transporting any patient within the city or from one place within the city to another place within or beyond its limits, the certificate holder hereunder shall file a written report with the director of health of the city upon such form as he may provide or prescribe, giving all information therein required and any other relevant information which such director of health may require. Such reports filed hereunder shall be for the sole and exclusive use of the director of health.

(b) The provisions of subsection (a) of this section shall apply with equal force in case such patient shall die before being so transported in such ambulance or dies while being transported therein or at any time prior to the acceptance of the patient into the responsibility of the hospital or medical or other authority if the patient is still under the care or responsibility of the ambulance.

Sec. 5-49. Required.

No ambulance shall be operated for ambulance purposes, and no individual shall drive, attend or permit an ambulance to be operated for such purposes, on the streets, alleys or any public way or place in the city unless such ambulance shall be under the immediate supervision and direction of a person who is holding a currently valid permit as an attendant-driver or attendant.

Sec. 5-50. Application.

Applications for a driver's, attendant's and attendant-driver's permit hereunder shall be made upon such forms as may be prepared or prescribed by the chief of police and shall contain:

(a) The applicant's full name, current residence, places of residence for three (3) years previous to moving to his present address, and length of time he has resided in the city.

(b) The applicant's age, marital status, height, color of eyes and hair.

(c) Whether he has ever been convicted of a felony or misdemeanor, and if so, when and where and for what cause.

(d) The applicant's training and experience in the transportation and care of patients, and whether he has previously been licensed as a driver, chauffeur, attendant or attendant-driver, and if so, when and where, and whether his license has ever been revoked or suspended in any jurisdiction and for what cause.

(e) Affidavits of good character from two (2) reputable citizens of the United States and residents of the city, who have personally known such applicant and observed his conduct during three (3) years next preceding the date of his application.

(f) Two (2) recent photographs of the applicant, of a size designated by the chief of police, one of which shall be attached by the chief of police to the permit.

(g) Such other information as the chief of police shall deem reasonably necessary to a fair determination of compliance with this chapter.

Sec. 5-51. Investigation; issuance.

(a) The chief of police shall, within a reasonable time after receipt of an application as provided for herein, cause such investigation as he deems necessary to be made of the applicant for a driver's, attendant's or attendant-driver's permit.

(b) The chief of police shall issue a permit to a driver, attendant or attendant-driver when he finds that the applicant:

(1) Is not addicted to the use of intoxicating liquors or narcotics, and is morally fit for the position;

(2) Is able to speak, read and write the English language;

(3) Has been found by a duly licensed physician, upon examination attested to on a form provided by the director of health, to be of sound physique, possessing eyesight corrected to at least 20/40 in the better eye, and free of physical defects or diseases which might impair the ability to drive or attend an ambulance; and

(4) For each applicant for attendant or attendant-driver's permit, that such applicant has a currently valid certificate evidencing successful completion of a course of training equivalent to the advanced course in first aid given by the American Red Cross or the United States Bureau of Mines.

Sec. 5-52. Compliance with state requirements.

No person shall be issued a permit as a driver or attendant-driver until he shall comply with all state operators' and chauffeurs' licensing requirements.

Sec. 5-53. Duration.

Each permit issued under the provisions of this division shall be valid for a period of three (3) years, unless earlier suspended, revoked or terminated.

Sec. 5-54. Temporary permits.

Any person currently holding a license or permit issued by the state board of health as an attendant or attendant-driver and has held such license or permit for a period of ninety (90) days may be issued a temporary permit for a period of sixty (60) days, during which time such person must fully comply with the provisions of this division.

~~**Sec. 5-55. Transfer.**~~

~~A permit as driver, attendant or attendant-driver issued under the provisions of this division shall not be assignable or transferable.~~

~~**Sec. 5-56. Defacing permit.**~~

~~It shall be unlawful for any person to deface, remove or obliterate any official entry made upon a permit issued under the provisions of this division.~~

~~**Sec. 5-57. Renewal.**~~

~~Renewal of any permit issued under the provisions of this division, upon expiration for any reason or after revocation, shall require conformance with all the requirements of this chapter.~~

3. That this ordinance shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

107L

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **17**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Adoption of an Ordinance Establishing the Lynchburg Fire Department as a Designated Emergency Response Agency (DERA)**

RECOMMENDATION: Adopt the attached ordinance establishing the Lynchburg Fire Department as a Designated Emergency Response Agency (DERA).

SUMMARY: The Lynchburg Fire Department is applying for a renewal of its bi-annual EMS agency license through the Virginia Department of Health, Office of EMS. The Virginia EMS Regulations now require that each agency applying for an EMS license receive the endorsement of the local governing body confirming approval as a DERA as required by 15.2-955 of the Code of Virginia. While this could be done in the form of a resolution staff believes that the best way to memorialize this is in the City Code. Accordingly, the attached ordinance has been prepared for Council's consideration.

PRIOR ACTION(S): None.

FISCAL IMPACT: None.

CONTACT(S): Jason Campbell, Battalion Chief of EMS, 455.6363; Brad Ferguson, Fire Chief, 455.6341

ATTACHMENT(S): Proposed Ordinance

REVIEWED BY: lkp

ORDINANCE

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY ADDING THERETO A NEW SECTION NUMBERED 19-30, RELATING TO THE PROVISION OF EMERGENCY MEDICAL SERVICES WITHIN THE CITY.

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

1. That the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted by adding thereto Section 19-30 as follows:

Sec. 19-30. Emergency medical services.

The Lynchburg Fire Department shall be a Designated Emergency Response Agency (DERA) for the delivery of emergency medical services within the city and its primary service area shall include all areas within the legal geographical boundaries of the City of Lynchburg.

2. That this ordinance shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

106L

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **18**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Pierce Street Renaissance District State/National Historic District Grant; Budget Amendment and Appropriation**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City Federal State Aid Fund budget and appropriate $5,644 with resources of $5,014 from the Virginia Department of Historic Resources (DHR) and $630 transferred from the General Fund Community Development budget to (i) survey properties within and adjacent to the Pierce Street Renaissance District and (ii) submit a preliminary information form for the consideration of the properties as a potential listing within the State and National Historic Registers.

SUMMARY: The Department of Community Development is requesting an appropriation of $5,644, with $5,014 reimbursable from DHR, to complete a survey of the historically significant structures within and adjacent to the Pierce Street Renaissance District. The survey would be used as part of the submittal of a preliminary information request to DHR and the National Parks Service for their consideration in listing the area within the State and National Historic Registers. The Pierce Street Renaissance District is the only one of eight (8) locally designated historic districts not listed within the State and National Historic Registers. The State/National designation would make local property owners eligible to apply for Federal and State Rehabilitation Tax Credits.

City Code Section 35.1-44.1, Historic Districts, already provides for the review of alterations affecting those historic districts and properties within the Pierce Street Renaissance District by the City's Historic Preservation Commission. The potential listing of the properties within or adjacent to the Pierce Street Renaissance District within the State or National Historic Register would not provide for any additional restrictions on a property unless the owner (i) decided to voluntarily donate historic easements to the Commonwealth of Virginia; (ii) participates in the state/national tax credit program; or (iii) accepts a federal or state rehabilitation grant.

Property owners within an area listed on the State and National Historic Register are potentially eligible for Federal and State Rehabilitation Tax Credits. A study conducted in 2007 (and updated in 2010) concluded that since the state tax credit program's inception in 1997, it has spurred private investment of approximately $1.5 billion in the rehabilitation of more than 1,200 landmark buildings.

PRIOR ACTION(S): Finance Committee, September 11, 2012

FISCAL IMPACT: A $630 local match is required for the grant. Funds would be designated from the Department of Community Development's Planning Division budget to provide the required match.

CONTACT(S): Kent White, Director of Community Development, 455-3900; Tom Martin, City Planner, 455-3909; Kevin Henry, Planner II, 455-3915

ATTACHMENT: Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2013 City Federal State Aid Fund budget is amended and $5,644 is appropriated with resources of $5,014 from the Virginia Department of Historic Resources and $630 transferred from the General Fund Community Development budget to (i) survey properties within and adjacent to the Pierce Street Renaissance District and (ii) submit a preliminary information form for the consideration of the properties as a potential listing within the State and National Historic Registers.

Introduced: Adopted:

Certified: _____
Clerk of Council

113L

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **September 11, 2012** AGENDA ITEM NO.: **19**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Consideration of Adoption of a Resolution Calling for an End to the "Local Aid to the Commonwealth" Program**

RECOMMENDATION: Adopt the attached resolution.

SUMMARY: Recent correspondence from the Virginia Municipal League included the following request:

"After three consecutive years of state budget surpluses, it is time for the state to quit forcing local governments to shoulder so many of the state's responsibilities.

VML asks its members to send letters and resolutions to Gov. Bob McDonnell and their General Assembly delegation asking for an end to the "Local Aid to the Commonwealth" program. It is important to act – and to act soon -- before state leaders obligate the undesignated portion of the budget surplus."

As has been reported, the State had an end of Fiscal Year 2012 surplus of $448.5 million. Virginia's cities and counties contributed $60 million to that surplus through reductions in state funding for state-mandated/ locally-delivered services, also known as "Local Aid to the Commonwealth." Lynchburg's share of that was $644,424. By the end of FY 2013, unless action is taken by the Governor and the General Assembly, Lynchburg will have contributed nearly $1.8 million in local tax revenue to the State to support mandated services. The City has not been given the option of reducing the services.

The attached resolution is offered for Council's consideration. If adopted, it will be forwarded to Governor McDonnell and the City's General Assembly delegation with the attached letter.

PRIOR ACTION(S): N/A

FISCAL IMPACT: $515,380 in FY 2013

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Proposed resolution, Proposed letter to the Governor

REVIEWED BY: lkp

RESOLUTION:

WHEREAS, state financial assistance for mandated and high priority programs, including public education, health and human services, public safety and constitutional officers, was $800 million less in FY12 than in FY09 and almost $500 million less in FY13 than in FY09; and

WHEREAS, cities and counties must balance their budgets during a time in which future state assistance is unreliable, federal stimulus dollars are depleted, and real estate assessments are either stagnant or in decline; and

WHEREAS, the Appropriation Act contains $50 million in across-the-board cuts to cities and counties for FY13 and $45 million in FY14, under which localities are required to either elect to take reductions in particular state aid programs, or to send the State a check for the amounts determined by the Department of Planning and Budget ("Local Aid to the Commonwealth"); and

WHEREAS, the reductions are applied to essential services, including law enforcement, jail administration, foster care and child protection services, election administration and social services; and

WHEREAS, the City of Lynchburg does not have the authority to unilaterally decide to discontinue providing services such as election administration or to refuse to house and care for state prisoners in the regional jail; and

WHEREAS, the state budget cuts are not accompanied by any reductions in state-imposed mandates, standards and service requirements, nor do they provide any administrative flexibility for local agencies; and

WHEREAS, the City of Lynchburg remitted $644,424 in FY12 and will be required to remit another $515,380 in FY13 and, after FY13 will have remitted a total of $1,792,017 in "Local Aid to the Commonwealth"; and

WHEREAS, Virginia's cities and counties will have provided the State with $270 million by the close of FY13 for this "Local Aid to the Commonwealth" program; and

WHEREAS, these reductions shift state costs to local taxpayers and artificially increase the amount of State surplus revenue; and

WHEREAS, state revenues have continued to recover and the State has experienced a budget surplus for the third consecutive year; and

WHEREAS, revenue collections for the City of Lynchburg continue to reflect the struggling housing market and consumer trepidation; and

WHEREAS, the State should not shift its share of the costs for mandates and responsibilities to local governments; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED THAT the Lynchburg City Council asks Governor Bob McDonnell to submit a budget amendment to the 2013 session of the General Assembly to reverse the $50 million-a-year reduction for the current year, FY13, and to eliminate the aid to localities reduction in FY14;

AND FURTHER, BE IT RESOLVED THAT the members of the General Assembly are called upon to support a budget amendment to the 2013 session of the General Assembly to reverse the $50 million-a-year reduction for the current year, FY13, and to eliminate the aid to localities reduction in the budget for FY14.

Adopted:

Certified: _____
Clerk of Council

117L

Date

Honorable Robert F. McDonnell, Governor
Commonwealth of Virginia
P.O. Box 1475
Richmond, VA 23218

Dear Governor McDonnell:

Enclosed you will find a resolution adopted by the Lynchburg City Council indicating its concern over the $50 million reduction in financial assistance to localities for certain state-mandated, high priority and locally delivered services. Thank you for suggesting that this amount be reduced from previous years, however, City Council requests that you submit a budget amendment in the next legislative session to restore the cut in FY13 and to eliminate it altogether in FY14.

We recognize that state revenues dropped during the Great Recession and that the financial belt had to be tightened. But, while the state has enjoyed budget surpluses in each of the last three fiscal years, we have coped with weak revenues and increased costs that have forced spending reductions, cutbacks in services and a local tax increase.

Furthermore, while I applaud your focus on eliminating burdensome mandates on local governments, I am not aware of any reduction in the requirements for the local delivery of the state-mandated, high priority services identified in the aid to local government reversion program. Now that another state budget surplus has been achieved, at least partially through the contributions of Virginia's cities and counties, we request that you keep localities in mind and put an end to this practice.

Thank you for your consideration of this matter.

Sincerely,

Mayor Michael A. Gillette

cc: Senator Steve Newman
Senator Tom Garrett
Delegate Kathy Byron
Delegate Scott Garrett
Delegate Lacy Putney
Virginia Municipal League