

**LYNCHBURG CITY COUNCIL  
PHYSICAL DEVELOPMENT COMMITTEE  
Tuesday, September 10, 2013  
9:00 a.m.**

**Information Items**

**Recent/Pending Contract Awards:** None

**Update on priority projects – see attached.**

**General Business**

- |    |                                                 |              |
|----|-------------------------------------------------|--------------|
| 1. | James River Interceptor Update                  | James Talian |
| 2. | Fort Avenue on Road Bike Facility Striping Plan | Don DeBerry  |
| 3. | Roll Call                                       |              |

Pc: Kimball Payne, City Manager  
Bonnie Svrcek, Deputy City Manager  
Council Members  
Gaynelle Hart, Director of Public Works  
News & Advance  
File

**Next Meeting: October 8, 2013**

## Lynchburg Capital Projects (General Fund)

**September 10, 2013**

| Projects of Interest                                                  |  | Status       |                | Notes                                                                                                             |
|-----------------------------------------------------------------------|--|--------------|----------------|-------------------------------------------------------------------------------------------------------------------|
| Timberlake / Logan's Lane Intersection                                |  | Design       | July 2014      | Preliminary Design - Public Meeting Being Planned Early October                                                   |
| Wards Road Pedestrian X-ing 2B                                        |  | Construction | May 2014       | Trail Phase 2B - All Easements Acquired - Project Advertised                                                      |
| Midtown Connector                                                     |  | Construction | March 2015     | Under Construction - Park Avenue to open October                                                                  |
| Greenview Drive Phase 2                                               |  | R/W          | August 2014    | Project Schedule is Dependent on Available Funds - Revenue Sharing Funds Awarded - Moving Towards R/W Acquisition |
| Kemper Street Bridge / Interchange                                    |  | Design       | March 2013     | Waiting on Design Exception Request Approval From VDOT - Planned to Bid in Nov.                                   |
| Signal Improvements - Edgewood/Fort, University/Evans & Oak/Rivermont |  | Construction | December 2013  | Under Construction and Waiting on Steel Pole Delivery                                                             |
| Lower Bluffwalk Phase 2                                               |  | Construction | October 2014   | Underway                                                                                                          |
| Memorial - Park - Lakeside Intersection                               |  | R/W          | April 2013     | Working on Acquiring R/W . Owner Signed Getting Mortgage Releases. Utility Relocations Starting Soon              |
| Multiple Bridge Maintenance Work                                      |  | Construction | September 2013 | Closing Out                                                                                                       |
| Wards Road Bridge Repairs                                             |  | Construction | October 2013   | Switched Traffic Last Week On Schedule to Open Late October                                                       |
| Fifth Street Phase 2 Utilities w/ Streetscapes                        |  | Construction | October 2013   | Working on Final Two Blocks - Two Way Traffic Open to Court Street                                                |

## LYNCHBURG CITY COUNCIL

### Agenda Item Summary

MEETING DATE: September 10, 2013

AGENDA ITEM NO:

CONSENT:            REGULAR:            WORK SESSION: PDC

CLOSED SESSION:  
(Confidential)

ACTION: INFORMATION: X

ITEM TITLE: James River Interceptor Update

**RECOMMENDATION:** No action required.

**SUMMARY:** James River Interceptor construction is proceeding on schedule.

Division 4 was recently completed.

Division 3A should be complete this year.

Division 3B through Riverfront Park will begin after January 1, 2014, resulting in closure of Riverfront Park for all of 2014.

Funds from the \$30 million state grant will initially be available around January 1, 2014 at the award of the Division 3B project.

Status of other CSO activities is also presented.

PRIOR ACTION(S): November 13, 2012 - CSO Long Term Control Plan (LTCP) update presented to City Council

April 23, 2013 - LTCP Update presented to City Council

**FISCAL IMPACT:** Division 3A was funded via Virginia Clean Water Revolving Loan Fund (VCWRLF).

Division 3A change order funded by state grant.

Division 3B will be funded by state grant.

Division 4 was funded via VCWRLF loan.

CONTACT(S): James Talian, Water Quality Manager, 455-3953

Greg Poff, Assistant Director, 455-4249

Tim Mitchell, Director of Water Resources, 455-4252

ATTACHMENT(S): James River Interceptor and CSO Program Update

APPROVED BY: lkp

**James River Interceptor & CSO Program Update**  
**Physical Development Committee**  
**City of Lynchburg**  
**by Department of Water Resources**  
**September 10, 2013**

**Projects Nearing Completion**

- JRI Division 3A (Jefferson Street between Washington Street and Horseford Road) is ahead of schedule. It will have change orders of approximately \$550,000 due to remnants of previous industrial development that were discovered underground during tunneling. A multitude of old foundations, footings, pilings, walls, and debris was encountered.
- JRI Division 4 (behind Griffin Pipe) is being closed out now. That project was delayed by two years and incurred a \$1.591 million change order due to unknown remnants of previous industrial development which were discovered underground during tunneling.

**Projects Proposed for Next Year**

JRI Division 3B will result in the closure of Riverfront Park during the entire year 2014 and possibly spring 2015.

- Project route is through Riverfront Park from the skate park to the parking lot next to Bikes Unlimited. Route goes under the 9th Street Bridge and follows old canal location behind Depot Grill
- This project will also include closure of Horseford Road between Waterstone Pizza and the Piedmont Mills building.
- Funding will be from the \$30 million state grant.
- We are coordinating with area businesses.
- We are also coordinating our scheduling with Amazement Square's planned construction schedule
- Anticipated start of construction in January 2014
- This is one of the few projects that is in both the old and the new LTCPs.

Other 2014 activities may include:

- A small separation project near Main Street and the Expressway;
- An interceptor project in off-road areas near Mayflower Drive;
- Beginning preliminary engineering of improvements to the WWTP; and
- A green parking lot on Taylor Street across from the College Hill plant.



### **\$30 Million CSO State Grant**

- DEQ has agreed to allow the grant to fund a wide variety of miscellaneous items including change orders on ongoing projects as long as they are related to the CSO program. This may include work previously completed.
- DEQ will not allow access to the grant funding until there is a large initial project to initiate the spending.
- The first use of the grant will be delayed until initialization of construction on the Division 3B project in January 2014. Then we can go back and pick up miscellaneous expenditures if we need to do so.

### **CSO Long Term Control Plan Update**

- Proposed revisions to the LTCP were submitted to DEQ on May 16, 2013
- A response including 81 comments was received from DEQ on August 7, 2013
  - Mostly minor comments
  - Primary issues:
    - modeling
    - overflow points on tributaries
- Bacteria TMDL will be redone to reflect changes in CSO program including:
  - two public meetings this fall
  - three meetings of the reconvened Technical Advisory Group this fall

### **Other CSO Projects**

- CSO 1D3.2 (Rivermont Avenue at Riverside Park) is scheduled to be complete in September 2013.
- CSO 16.3A (Aragon Street) is scheduled to be complete in September 2013.
- CSO 16.3B (James Street) is scheduled to be complete in June 2014.
- No more large CSO separation projects are anticipated pending approval of the new LTCP.

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013 (PDC)**

AGENDA ITEM NO.:

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

CLOSED SESSION:  
(Confidential)

ACTION: **X**                                                INFORMATION:

ITEM TITLE: **Fort Ave. on road bike facility striping plan**

### RECOMMENDATION:

Proceed to a public meeting to discuss restriping

### SUMMARY:

As Fort Avenue is resurfaced and restriped upon completion of Midtown improvements, staff has prepared a plan to add lane markings and separate bike lanes to the roadway where the existing pavement width allows. This proposal covers the area from Park Ave. to Wythe, and adds sharrows from Wythe to Memorial.

As recommended in the approved Region 2000 Bike plan this restriping plan eliminates on street parking on one side of Fort Ave. to accomplish the addition of the bike lanes for both sides.

The City comprehensive plan states that parking will not be removed from Fort Ave. for the purpose of adding capacity.

The markings proposed are consistent with the federal and state guidelines for pavement markings associated with both vehicular and bicycle use.

Graphics are attached which depict the proposed project which eliminates on street parking on the East side of Fort Ave.

### PRIOR ACTION(S):

PDC June 2013  
City Comprehensive plan  
Approved Regional Bike Plan,  
Approved Share the road signage plan.

### FISCAL IMPACT:

None

### CONTACT(S):

Don DeBerry – City Traffic Engineer – 455-3935  
Lee Newland – City Engineer – 455-3947  
Gaynelle Hart – Public Works Director – 455-4469

### ATTACHMENT(S):

graphics

### REVIEWED BY:



# Proposed Bicycle Lane Improvements on Fort Avenue

Newsletter #1

September 2013

## Public Information Workshop

The City of Lynchburg will hold a public information workshop for the Fort Avenue Bicycle Improvements project from 4:30 to 6 p.m. on TBD at the Aviary at Miller Park, 420 Grove Street, Lynchburg. Come anytime between 4:30-6 p.m. to view plans and speak one-on-one with the project team and representatives from the City. You are encouraged to attend and share your comments about the project. If you would like more information about the project or if you need special accommodations under the Americans with Disabilities Act of 1990, please contact Don DeBerry prior to the meeting at 434-455-3935.

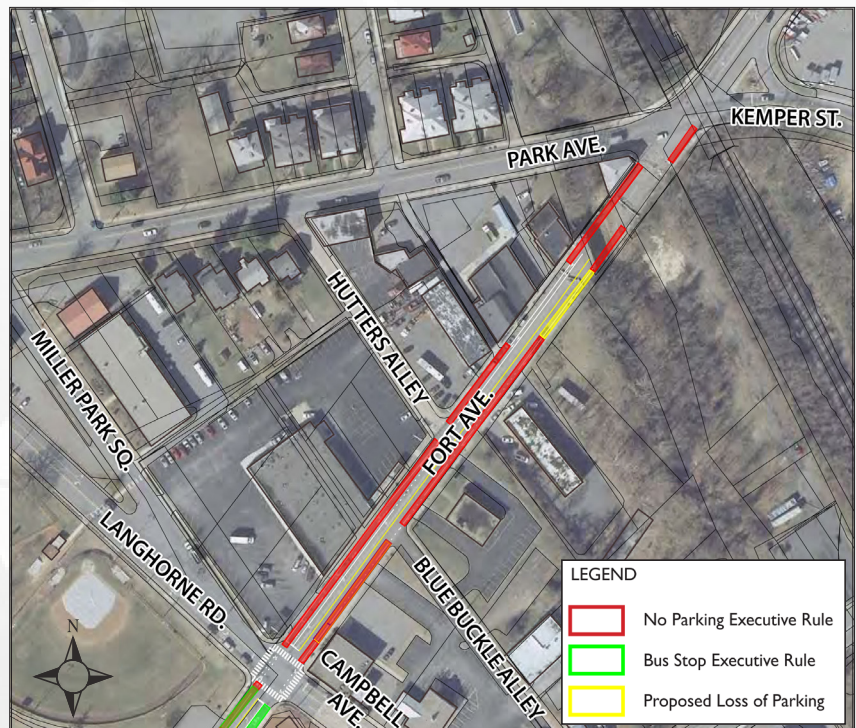


*Proposed Fort Avenue with bike lanes.*

The City of Lynchburg is evaluating the feasibility of adding bicycle lanes to each side of Fort Avenue from Park Avenue to Wythe Avenue, approximately 1 mile. The Fort Avenue plan is part of the Region 2000 Bicycle Plan to develop bicycle and pedestrian-friendly streets within the City and surrounding counties of Campbell, Bedford and Amherst. The Plan facilitates the development of a bicycle transportation network that encourages and supports bicycling as a safe and effective alternative transportation mode. The plan was completed by Region 2000 and adopted by the City in 2009.

## About the project

The approved Region 2000 Bicycle Plan recommends the restriping of Fort Avenue, a “Priority Accommodation Corridor”, to provide bike lanes. The proposed plan adds lane markings and separate bicycle lanes to each side of the existing roadway by eliminating on-street parking on one side of Fort Avenue. All work would remain in the City’s right-of-way and Fort Avenue would not need to be widened. The City is currently considering removing on-street parking on the east side of the roadway where neighboring buildings have access to off-street parking. The bike lanes could be modified, reduced or closed for special events.



*The graphic above represents Segment 1 of Fort Avenue from Park Avenue to Campbell Avenue and illustrates the areas in red that are “no parking by executive order”, the areas in green are “bus stops by executive order” and shown in yellow are areas with “proposed loss of parking”.*



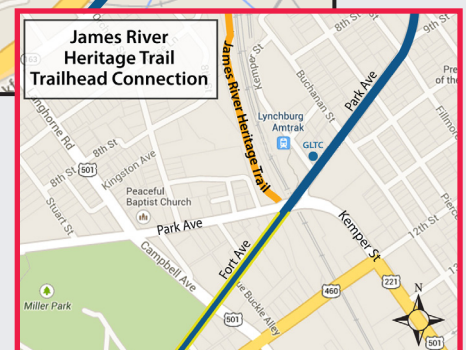


City of Lynchburg  
Transportation Engineering  
900 Church St.  
Lynchburg, VA. 24501

## Proposed Fort Avenue Bike Accommodations



The graphic above shows the Fort Avenue Bike Accommodations project limits. The Fort Avenue bike corridor would link to the James River Heritage Trail and the Amtrak & GLTC Bus Transfer Stations to the north. This project will facilitate bike access to locations such as Miller Park, Lynchburg City Stadium, Lynchburg College and the Fort Hill community to the south. The 2009 Bike Plan Priority Accommodations Corridors are shown in blue.



# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 11, 2013**

AGENDA ITEM NO.: 2

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

CLOSED SESSION:  
(Confidential)

ACTION:                                      INFORMATION: **X**

ITEM TITLE: **Heritage High School: Briefing on Design Development and Cost Estimate**

RECOMMENDATION: No action required.

SUMMARY: Assistant Superintendent for Operations and Administration, Ben Copeland, will brief Council on the status of design development for the new Heritage High School. He will also report on the cost estimates from both the architect and the third party estimator.

Attached is a summary of the cost estimate from Downey and Scott, LLC.

PRIOR ACTION(S): N/A

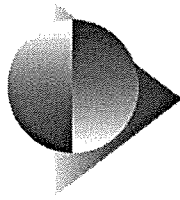
FISCAL IMPACT: To be determined.

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Summary of cost estimate prepared by Downey & Scott, LLC.

REVIEWED BY: lkp

120K



**DOWNEY & SCOTT, LLC**

Construction Management Services

6799 Kennedy Road, Unit F, Warrenton, VA 20187

Ph 540-347-5001, Fax 540-347-5021

## **Heritage High School**

**Design Development Submission - Project Cost Analysis**

**August 30, 2013**

**PREPARED FOR:**



A TRADITION OF EXCELLENCE FOR ALL



LYNCHBURG CITY SCHOOLS

City of Lynchburg & Lynchburg City Schools  
Design Development Documents dated July 25, 2013

**MOSELEYARCHITECTS**

DESIGNING SOLUTIONS ■ BUILDING TRUST ■ ENRICHING LIVES

**CONSTRUCTION MANAGEMENT SERVICES**

**TRUE & TRUSTED ADVISORS**

### **COST ESTIMATE CLARIFYING NOTES & EXCLUSIONS**

- We have incorporated Hard Construction costs for a competitive (at least 4 bidders) General Contract procurement.
- Without exception, we include hard construction costs and budget estimates for soft construction costs. Please refer to list of Owner Budget Items.
- The Limits of Construction are those indicated on the documents provided and dated as shown in the summary.
- We do not include HAZMAT abatement costs.
- Design / Scope Contingency accounts for the costs of yet unidentified scope requirements and has been included in the amount (5%) shown in the summary.
- Owner Construction Contingency accounts for the costs of unforeseen conditions and change orders. We have budgeted in the Soft Cost section an Owner Construction Contingency for unforeseen conditions.
- Escalation accounts for the inflationary effects of elapsed time. Escalation costs have been included to the project in the amount indicated in the project summary.
- Our estimated Soft construction costs reflect typical expenses associated with the project please refer to the listed items indicated in the project Soft Cost summary section.
- Our costs do not include any storage or disposal / salvage value cost credits for surplus furnishing or sale proceeds from any declared surplus items in the existing school.
- All cost data is based on Open Shop wage and burden rates.

### **OWNER COSTS INCLUDED IN OUR COSTS ANALYSIS**

We have found during the budgeting phase, Owners sometimes do not fully consider all the costs they will incur when implementing capital improvements. For convenience, we provide below a list of common non-construction Owner costs. We have included budgets for these items in our Soft Cost estimate.

#### **FURNITURE, FIXTURE & EQUIPMENT [FF&E]**

- Loose, unattached system furniture, traditional furniture, etc.
- Special fixtures relevant to subject facility operations and uses
- Communications equipment, such as servers, telephone sets, communications cables, instruments, & accessories
- Vending equipment purchases and/or leases, etc.

#### **REAL ESTATE**

- Land acquisitions, easements and rights of way.
- Settlement charges.
- Recordation fees.

#### **DESIGN FEES**

- Architect / Engineer / Cost Management / Construction Management Consultant Fees
- Surveys, Civil Engineering, Testing and Third Party Inspection Fees

#### **MANAGEMENT**

- Temporary onsite office space necessary to house management & staff.
- Project management salaries.
- Communications, telephone, facsimile expenses, e-mail, etc.
- Travel, parking, courier services, etc.
- Security.
- Office equipment & supplies.
- Primary water utility availability and connection fees
- Primary sewer utility availability and connection fees
- Gas Company fees
- Power company fees
- Telephone company fees
- Cable TV company fees



**COSTS NOT INCLUDED / EXCLUSIONS**

**FINANCIAL COSTS NOT INCLUDED IN OUR ESTIMATES**

- Accounting [in-house].
- Accounting [CPA].
- Interim financing [loan, bond, other] origination fees, expenses & interest.
- Permanent financing [loan, bond, other] origination fees, expenses & interest.
- Appraisal fees.
- Working capital / staffing and staff start-up.
- Performance [Owner, not to be confused with contractor] bonds

**INSURANCE PREMIUMS**

- Owner's Builder's risk
- Owner Liability Insurance
- Title Insurance

**PROMOTION / RESPONDING TO PUBLIC & MEDIA INQUIRIES**

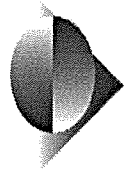
- Artwork and reproduction of advertising, brochures, hand-outs.
- Advertising fees.
- Postage.
- Signage.
- Photography.
- Renderings.
- Public and/or promotional events, such as hearings, fund raisers, etc.

**LEGAL FEES**

- Real estate, land, zoning, proffers
- Partnerships
- Financing
- Contracts
- Leasing

**JURISDICTIONAL FEES**

- Zoning fees & expenses
- State & local highway fees
- Mandatory completion bonds
- Adjoining owner demands
- Mandated off-site storm water management contributions
- Traffic Consultant Fees



**DOWNEY & SCOTT, LLC**

Construction Management Services

6799 Kennedy Road, Unit F, Warrenton, VA 20187  
Ph 540-347-5001, Fax 540-347-5021

**RECOMMENDED COST CONTROL PROCESS**

Controlling construction costs is a continuous process that spans from the initial programmatic level through to final completion.

**MARKET CONDITIONS & OPINIONS OF PROBABLE COST**

Downey and Scott, LLC has no control over market conditions or acts of God that can create rapid fluctuations in material prices. We have extensive experience in similar projects and have employed our best judgment in analyzing the subject project. We cannot, however, guarantee that actual construction costs will not vary from the opinions of probable construction costs herein provided.

Please contact William G. Downey – Managing Principal or Christopher M. Taylor – Vice President regarding this project should you have any questions or concerns.

|           |                        |               |                        |              |             |                           |               |            |
|-----------|------------------------|---------------|------------------------|--------------|-------------|---------------------------|---------------|------------|
| Report:   | Design Development     | Status:       | Design Development     | Prep by:     | bdscslm/mkw | Date [submit]: 08/30/2013 | STAT BOX      |            |
| Project:  | Progress Cost Estimate | Client:       | CITY OF LYNCHBURG      | Checkd by:   | bdscslm     | Date [run]:               | Acres         | 0.00       |
| Location: | Heritage High School   | Owner/Dept:   | Lynchburg City Schools | D&S Job no.: | 13083       | platform rev. 08/06/2013  | Slab on Grade | 200,915.00 |
| Addl Ref: | See Introductory Notes | Owner/Entity: | LAN ref:               | >AAAA#A1123  |             |                           | Slab on Deck  | 75,515.00  |

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| D1          | D2 Top, Bot | D3 Cross | D4 BCDM | Q1 | U1 | Quantity US | UM | Total Unit | Cost Loaded | Total Unit Cost | Extension | STAT BOX |  |
|-------------|-------------|----------|---------|----|----|-------------|----|------------|-------------|-----------------|-----------|----------|--|
| Description |             |          |         |    |    |             |    |            |             |                 |           |          |  |

### PROJECT COSTS SUMMARY

|                                                         |              |                 |
|---------------------------------------------------------|--------------|-----------------|
| <b>Hard Construction Costs New High School Building</b> |              |                 |
| Site Development                                        | \$47,912,233 | Carried forward |
| Demolition of Existing Condition Site & Buildings       | \$18,423,005 | Carried forward |
| Field House Building                                    | \$2,867,434  | Carried forward |
| Home & Visitors Dugouts                                 | \$802,626    | Carried forward |
|                                                         | \$138,645    | Carried forward |

**Total Hard Construction Costs** **\$70,143,943** **83.41%**

|                                                 |           |             |                                 |
|-------------------------------------------------|-----------|-------------|---------------------------------|
| Soft Construction Costs                         |           |             |                                 |
| Design Fees                                     |           |             |                                 |
| Geo tech investigation & report                 | 6.50%     | \$4,559,356 | P/s Verify                      |
| Land aquisition                                 |           | \$18,000    | P/s Verify                      |
| Furnishings loose tables / chairs / desks       | allowance | \$675,000   | P/s Verify                      |
| Utility tap fees                                | allowance | \$2,681,371 | P/s Verify                      |
| Environmental phase 1 report                    |           | \$350,000   | P/s Verify                      |
| Consolidation plat / survey                     |           | \$30,000    | P/s Verify                      |
| Legal fees / Land use changes                   |           | \$20,000    | P/s Verify                      |
| Equipment - IT / Data / Communications          |           | \$0         | Performed by Legal Staff - City |
| Owner contingency                               | 3.00%     | \$1,382,150 | P/s Verify                      |
| Owner CM / PM personnel                         |           | \$2,104,318 | P/s Verify                      |
| Owner Purchase Equipment - Educational programs |           | \$350,000   | P/s Verify                      |
| Owner preconstruction services consultant       |           | \$1,451,258 | P/s Verify                      |
| Printing / Advertisements / Procurement costs   |           | \$80,000    | P/s Verify                      |
| Misc Moving / Expenses                          |           | \$100,000   | P/s Verify                      |
|                                                 |           | \$150,000   | P/s Verify                      |

**Total Soft Construction Costs** **\$13,951,453** **16.59%**

**Project Total Costs** **\$84,095,396**

|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|----------------|--|--|--|--|--|--|--|--|--|
| Design Development                                                                                                                                                                                                                                               |  |  |  |  |  |  |  |  |  | STAT BOX       |  |  |  |  |  |  |  |  |  |
| Progress Cost Estimate                                                                                                                                                                                                                                           |  |  |  |  |  |  |  |  |  | Acres          |  |  |  |  |  |  |  |  |  |
| Heritage High School                                                                                                                                                                                                                                             |  |  |  |  |  |  |  |  |  | 0.00           |  |  |  |  |  |  |  |  |  |
| Lynchburg, VA                                                                                                                                                                                                                                                    |  |  |  |  |  |  |  |  |  | Slab on Grade  |  |  |  |  |  |  |  |  |  |
| See Introductory Notes                                                                                                                                                                                                                                           |  |  |  |  |  |  |  |  |  | 75,515.00      |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | Slab on Deck   |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | 0.00           |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | TOTAL New Bldg |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | 276,430.00     |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | GSF            |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | 276,430.00     |  |  |  |  |  |  |  |  |  |
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| Multi Lateral Party Check                                                                                                                                                                                                                                        |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |
| D1                                                                                                                                                                                                                                                               |  |  |  |  |  |  |  |  |  | D1             |  |  |  |  |  |  |  |  |  |
| D2 Top, Bot                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  | U1             |  |  |  |  |  |  |  |  |  |
| D3 Cross                                                                                                                                                                                                                                                         |  |  |  |  |  |  |  |  |  | UM             |  |  |  |  |  |  |  |  |  |
| D4 Bottom                                                                                                                                                                                                                                                        |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |
| Quantity US                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  | Total Link     |  |  |  |  |  |  |  |  |  |
| UM                                                                                                                                                                                                                                                               |  |  |  |  |  |  |  |  |  | Cost Loaded    |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                  |  |  |  |  |  |  |  |  |  | Extension      |  |  |  |  |  |  |  |  |  |
| Description                                                                                                                                                                                                                                                      |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: **3**

CONSENT:

REGULAR:

WORK SESSION: X

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Preliminary Multi-Year Capital Plan of Finance Presentation**

RECOMMENDATION: Authorize City staff to issue a Request for Proposals for a Bank Qualified Loan as part of a multi-year funding plan to finance capital projects.

SUMMARY: The City's financial advisors, Davenport and Company, have examined the Capital Improvement Program (CIP) and related cash flows in order to prepare a multi-year financing plan for capital projects, including Heritage High School. The attached presentation will be presented to Council during work session.

The action requested of Council would be the first step in the multi-year funding plan and would allow the City to take advantage of and lock in low interest rates with a bank-qualified loan.

PRIOR ACTION(S): N/A

FISCAL IMPACT: To be determined.

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

ATTACHMENT(S): Preliminary Multi-Year Capital Plan of Finance

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That City staff is authorized to issue a Request for Proposals for a Bank Qualified Loan as part of a multi-year funding plan to finance capital projects.

Adopted:

Certified:

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

118K

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# **Preliminary Multi-Year Capital Plan of Finance**



**The City of Lynchburg,  
Virginia**

**September 10, 2013**

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Prepared by:

**DAVENPORT**  
& COMPANY LLC  
EST. 1863 • MEMBER: NYSE • FINRA • SIPC



# Preliminary Multi-Year Plan of Finance

## **Status of Capital Projects – Size & Timing:**

- Heritage High School project cost is in the \$85-90 million range
  - \$88.7 million total project cost has been used for this analysis
  - Construction beginning as early as Summer 2014
- Additional projects for FY 2014/2015
  - \$16.85 million of City projects as part of the multi-year capital improvement plan
  - \$1.35 million of additional school projects
  - \$16.1 million of Water and Sewer projects
  - \$7 million City stadium renovations
- Timetable

### Preliminary Multi-Year Projects Analyzed

\$88.7 million Heritage High School  
\$1.35 million school roof replacement projects  
\$16.85 million City general projects  
\$7.00 million City Stadium

\$113.90 million Total Tax-Supported Capital Projects  
\$16.1 million Water & Sewer Projects

\$130.00 million Total Multi-Year Capital Projects





# Key Considerations

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- Cash flow considerations for Fiscal Year 2014 and beyond (tax related impact)
- Continued compliance with Fiscal Policy Guidelines including debt and fund balance policies (Maintain/enhance the City's credit ratings)
- Interest rate environment (Recognizing historic lows & recent upward pressure)
- Availability of Staff – time commitments



# Initial Observations and Recommendations

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- The City had the forethought to set aside approximately \$1 million per year for the last several years which will allow the multi-year capital plan to be funded without necessitating any further tax increase.
- Taxable rates have moved off multi generational lows of March 2013 (10-year treasury about 1.60%) to higher levels late-August (10-year treasury approximately 2.80%).
- Tax-exempt rates, just several months ago, were near historic lows; however, they have moved upward by nearly 2% from the all time lows of November 2012.
- Ultimate cost of Heritage High School project unknown until Spring 2014.
- The City has the ability to issue up to \$10 million of bank qualified bonds by calendar year end.
- Regional and/or national commercial banking institutions have shown a willingness to provide cost effective money up to 15 years on a fixed rate basis with call provisions highly favorable to strongly rated local governments.



# Initial Observations and Recommendations

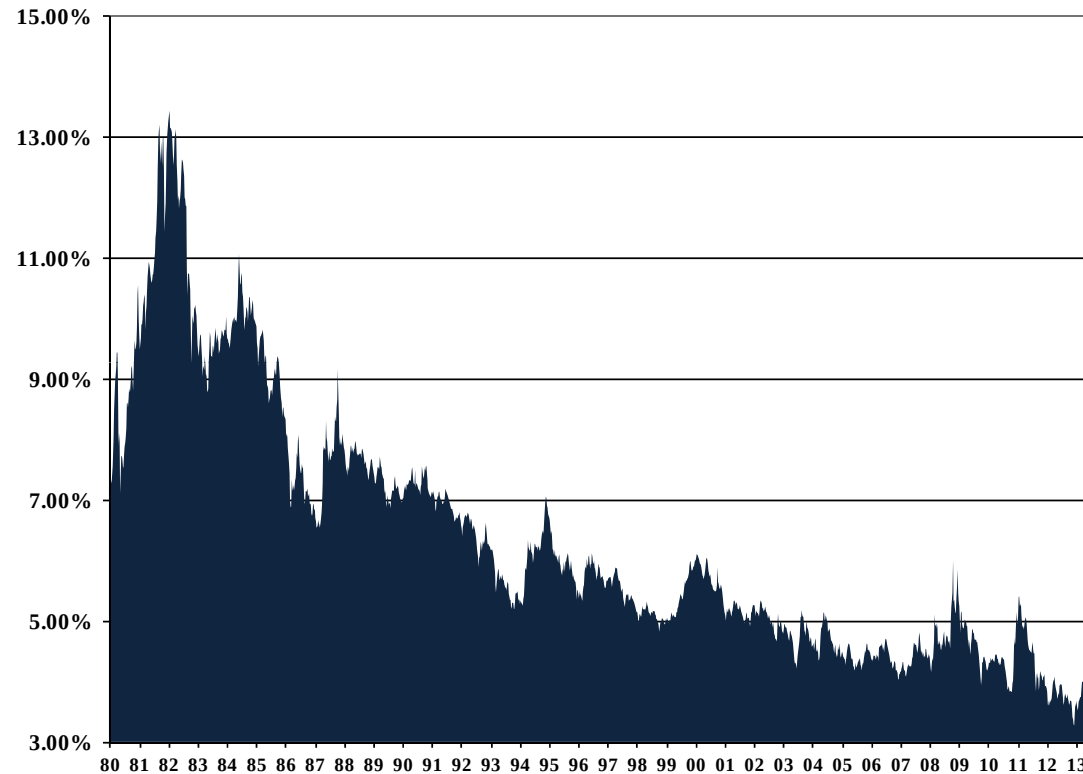
- With general rising interest rate pressures, consider early fall issuance of \$10 million Bank Qualified (BQ) as a hedge against higher rates next year and future cash flow flexibility.
- The City can solicit non-binding firm interest rate bids from banks without being “at risk” financially and then decide if pursuing a financing prior to next year is desirable. Other advantages include:
  - \$10 million of Bank Qualified money vs. Public Markets.
  - \$10 million of outstanding debt will most likely be pre-payable at anytime without penalty, thus provided added debt structure flexibility to the City’s overall debt portfolio.
  - A hedge against rising interest rates on roughly 10% of the multi-year program borrowing.
  - A preliminary savings of interest over 15 years in the \$1 million range.
- Depending on market rates at the time of Heritage High School’s construction bids/approval, the City can either refinance the existing Bank Loan or keep it in place.

# Tax-Exempt Interest Rate Environment – Since 1980



City of Lynchburg, Virginia

**GO 20-Bond Index (1980 - Present)**



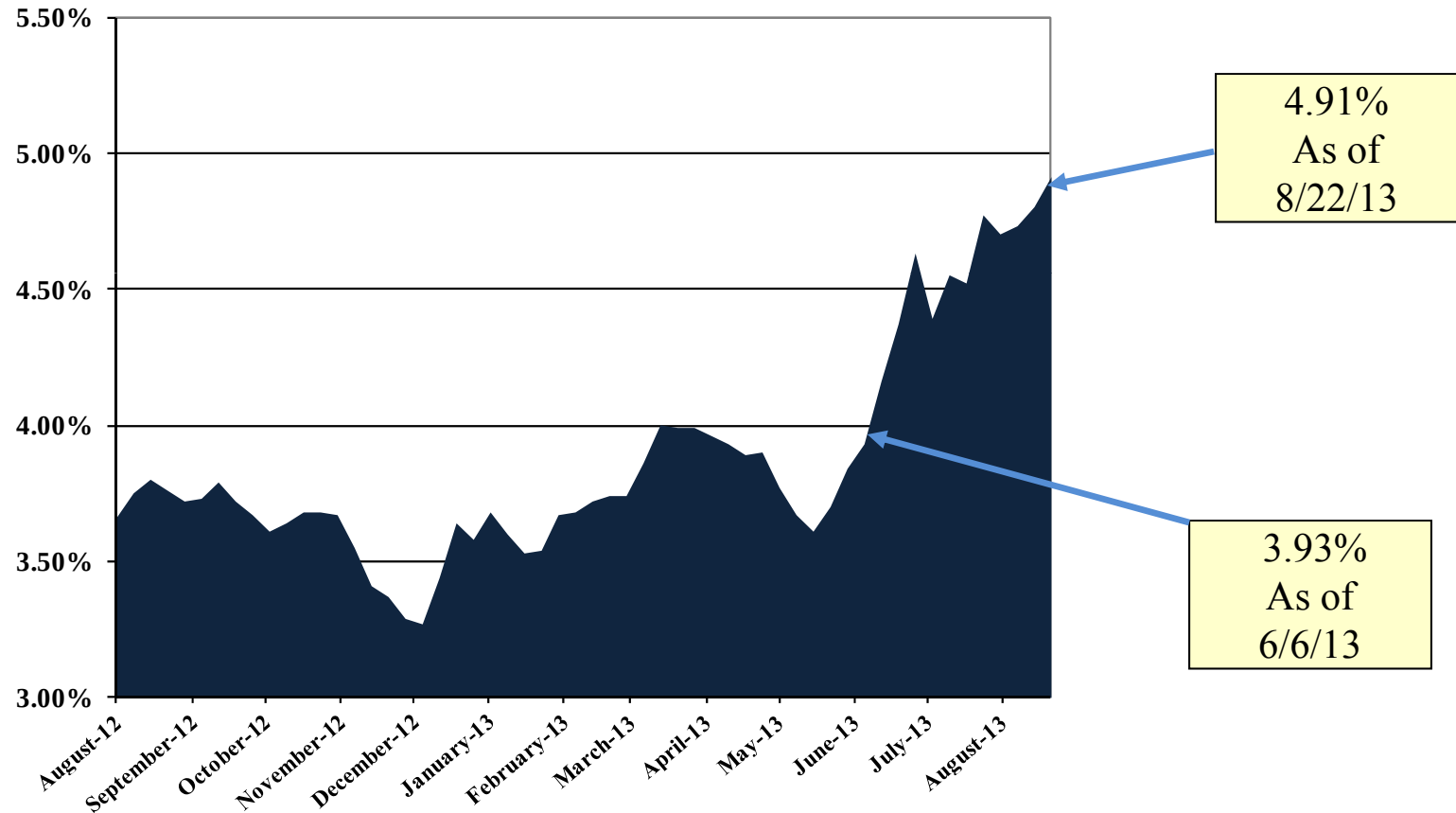
- **Average Since 1980:** **6.34%**
- **Average Since 2003:** **4.44%**
- **Average Since 2008:** **4.36%**
- **Average Since 9/15/2008:** **4.32%**

# Tax-Exempt Interest Rate Environment – Prior Year



City of Lynchburg, Virginia

**GO 20-Bond Index (August 2012-Present)**





# Potential Cash Flow Savings - \$10 million BQ

City of Lynchburg, Virginia

**City of Lynchburg, Virginia**  
**\$10 million BQ Projects**  
**15 Year Amortization**  
**Fall 2013 Direct Bank Placement**  
**Current Market Rates (2.60%)**

**City of Lynchburg, Virginia**  
**\$10 million BQ Projects**  
**15 Year Amortization**  
**Summer 2014 as Part of High School Issuance**  
**Current Market Rates plus 1% (4.45%)**

**Difference**

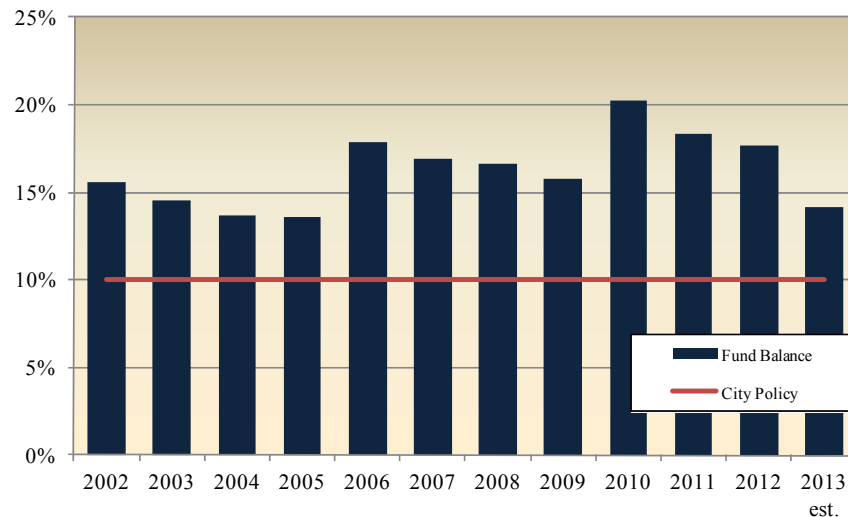
| <u>Year</u>  | <u>Principal</u>    | <u>Interest</u>    | <u>Total</u>        | <u>Principal</u>    | <u>Interest</u>    | <u>Total</u>        | <u>Principal</u> | <u>Interest</u>      | <u>Total</u>         |
|--------------|---------------------|--------------------|---------------------|---------------------|--------------------|---------------------|------------------|----------------------|----------------------|
| 6/30/2014    | -                   | \$125,000          | \$125,000           | -                   | -                  | -                   | -                | \$125,000            | \$125,000            |
| 6/30/2015    | \$667,000           | 241,663            | 908,663             | \$665,000           | \$358,033          | \$1,023,033         | \$2,000          | (116,370)            | (114,370)            |
| 6/30/2016    | 667,000             | 224,988            | 891,988             | 670,000             | 377,281            | 1,047,281           | (3,000)          | (152,294)            | (155,294)            |
| 6/30/2017    | 667,000             | 208,313            | 875,313             | 670,000             | 363,881            | 1,033,881           | (3,000)          | (155,569)            | (158,569)            |
| 6/30/2018    | 667,000             | 191,638            | 858,638             | 670,000             | 343,781            | 1,013,781           | (3,000)          | (152,144)            | (155,144)            |
| 6/30/2019    | 667,000             | 174,963            | 841,963             | 670,000             | 323,681            | 993,681             | (3,000)          | (148,719)            | (151,719)            |
| 6/30/2020    | 667,000             | 158,288            | 825,288             | 670,000             | 303,581            | 973,581             | (3,000)          | (145,294)            | (148,294)            |
| 6/30/2021    | 667,000             | 141,613            | 808,613             | 665,000             | 280,131            | 945,131             | 2,000            | (138,519)            | (136,519)            |
| 6/30/2022    | 667,000             | 124,938            | 791,938             | 665,000             | 253,531            | 918,531             | 2,000            | (128,594)            | (126,594)            |
| 6/30/2023    | 667,000             | 108,263            | 775,263             | 665,000             | 226,931            | 891,931             | 2,000            | (118,669)            | (116,669)            |
| 6/30/2024    | 667,000             | 91,588             | 758,588             | 665,000             | 198,669            | 863,669             | 2,000            | (107,081)            | (105,081)            |
| 6/30/2025    | 666,000             | 74,925             | 740,925             | 665,000             | 168,744            | 833,744             | 1,000            | (93,819)             | (92,819)             |
| 6/30/2026    | 666,000             | 58,275             | 724,275             | 665,000             | 135,494            | 800,494             | 1,000            | (77,219)             | (76,219)             |
| 6/30/2027    | 666,000             | 41,625             | 707,625             | 665,000             | 102,244            | 767,244             | 1,000            | (60,619)             | (59,619)             |
| 6/30/2028    | 666,000             | 24,975             | 690,975             | 665,000             | 68,994             | 733,994             | 1,000            | (44,019)             | (43,019)             |
| 6/30/2029    | 666,000             | 8,325              | 674,325             | 665,000             | 34,913             | 699,913             | 1,000            | (26,588)             | (25,588)             |
| <b>Total</b> | <b>\$10,000,000</b> | <b>\$1,999,375</b> | <b>\$11,999,375</b> | <b>\$10,000,000</b> | <b>\$3,539,889</b> | <b>\$13,539,889</b> | <b>\$0</b>       | <b>(\$1,540,514)</b> | <b>(\$1,540,514)</b> |



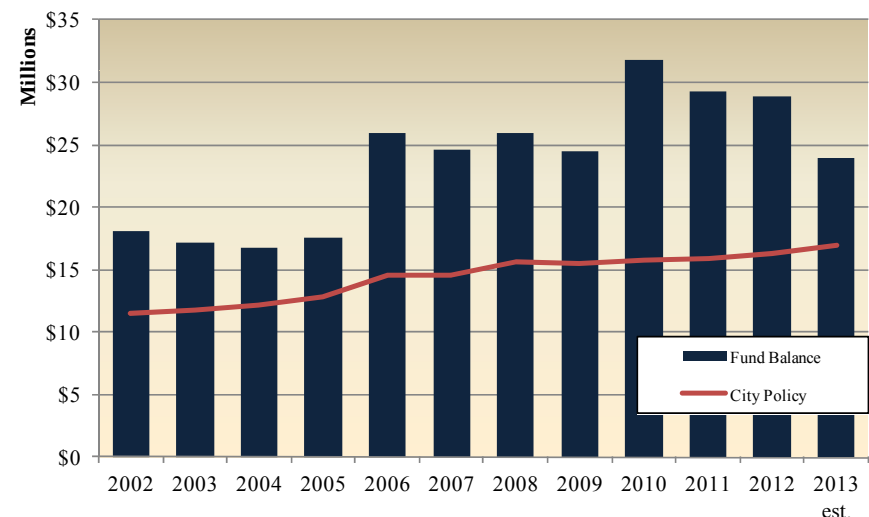
# Maintaining Strong Reserves

- The City's policies require an Unassigned Fund Balance equal to 10% of General Fund revenues.

**Unassigned Fund Balance vs.  
General Fund Revenues**



**Unassigned Fund Balance**



Fund Balance is one of the most important factors in maintaining/enhancing a local government's credit rating.

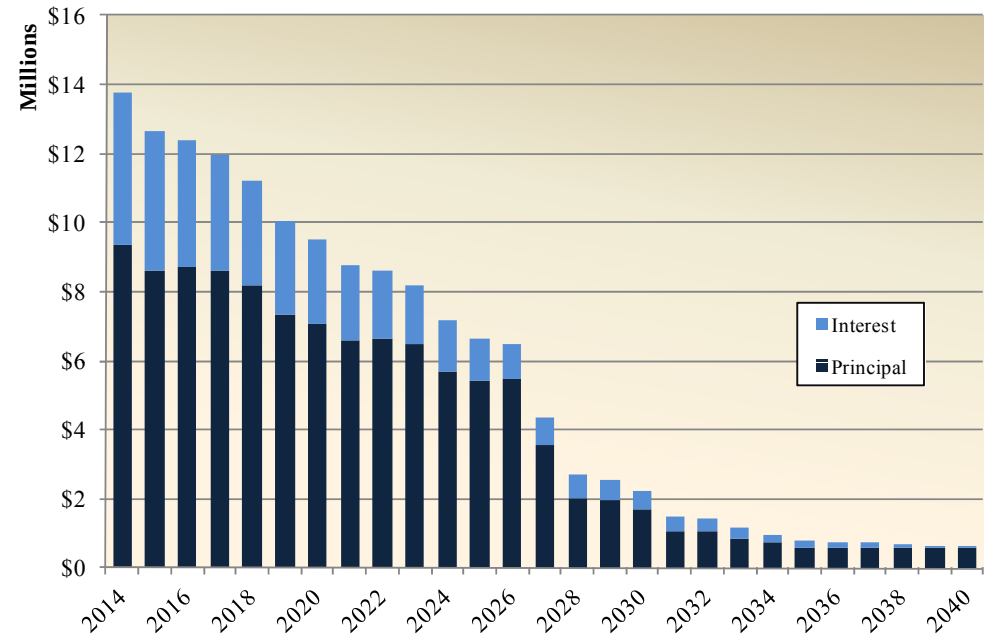
\*Note: 2013 Unassigned Fund Balance numbers is an estimate.



# Overview of Existing Tax-Supported Debt Obligations

City of Lynchburg, Virginia

| Existing Tax Supported Debt* |                      |                     |                      |              |
|------------------------------|----------------------|---------------------|----------------------|--------------|
| FY                           | Principal            | Interest            | Total                | Payout Ratio |
| <b>Total</b>                 | <b>\$110,652,127</b> | <b>\$37,882,970</b> | <b>\$148,535,097</b> |              |
| 2014                         | \$9,359,934          | \$4,409,278         | \$13,769,213         | 8.46%        |
| 2015                         | 8,601,768            | 4,034,881           | 12,636,649           | 16.23%       |
| 2016                         | 8,715,711            | 3,686,621           | 12,402,332           | 24.11%       |
| 2017                         | 8,597,853            | 3,356,941           | 11,954,794           | 31.88%       |
| 2018                         | 8,203,821            | 3,030,430           | 11,234,251           | 39.29%       |
| 2019                         | 7,327,672            | 2,726,603           | 10,054,275           | 45.92%       |
| 2020                         | 7,058,622            | 2,473,251           | 9,531,874            | 52.29%       |
| 2021                         | 6,569,623            | 2,222,738           | 8,792,361            | 58.23%       |
| 2022                         | 6,635,001            | 1,977,842           | 8,612,843            | 64.23%       |
| 2023                         | 6,488,768            | 1,718,295           | 8,207,064            | 70.09%       |
| 2024                         | 5,684,516            | 1,468,528           | 7,153,044            | 75.23%       |
| 2025                         | 5,402,410            | 1,238,994           | 6,641,404            | 80.11%       |
| 2026                         | 5,489,102            | 1,011,767           | 6,500,868            | 85.07%       |
| 2027                         | 3,555,946            | 789,782             | 4,345,728            | 88.29%       |
| 2028                         | 2,017,265            | 670,221             | 2,687,486            | 90.11%       |
| 2029                         | 1,959,195            | 573,197             | 2,532,392            | 91.88%       |
| 2030                         | 1,725,590            | 483,936             | 2,209,526            | 93.44%       |
| 2031                         | 1,083,100            | 407,514             | 1,490,614            | 94.42%       |
| 2032                         | 1,074,310            | 352,188             | 1,426,498            | 95.39%       |
| 2033                         | 866,280              | 300,034             | 1,166,314            | 96.17%       |
| 2034                         | 725,640              | 253,894             | 979,534              | 96.83%       |
| 2035                         | 585,000              | 212,677             | 797,677              | 97.36%       |
| 2036                         | 585,000              | 174,008             | 759,008              | 97.89%       |
| 2037                         | 585,000              | 135,340             | 720,340              | 98.41%       |
| 2038                         | 585,000              | 96,671              | 681,671              | 98.94%       |
| 2039                         | 585,000              | 58,003              | 643,003              | 99.47%       |
| 2040                         | 585,000              | 19,334              | 604,334              | 100.00%      |



- Existing Tax-Supported Debt includes General Fund, Stadium Fund and School Fund General Obligation debt.
- Existing Debt 10-Year Debt Payout Ratio is 70.09%.
- 50% or greater is considered to be a “Best Practice” target
- City Policy is to maintain a payout ratio of 60% or better.

\*Note: Existing debt service is inclusive of Build America Bond subsidy.





# Key Assumptions – Updated Fall 2013 Plan

City of Lynchburg, Virginia

1. \$10 million of tax-exempt bank qualified projects would be financed with level principal payments over 15 years with a direct bank loan closing in Fall 2013. Assumed rate of 2.60%.
2. \$2.5 million is estimated to be remaining from amounts set aside for Heritage High School A&E and land purchases as of July 1, 2014 as part of the annual budgets. This annual set aside is projected to increase from roughly \$3 million in FY14 to \$5 million in FY 15. Of this \$5 million, \$1 million will be used to further reduce the Heritage High School borrowing.
3. The portion of the Heritage High School project that is to be financed in Summer 2014 will be paid back over 30 years (5 years of interest only and 25 years of level principal) using current market rates plus 1% (5.65%).
4. An additional \$8.2 million tax-exempt projects (\$6.85 million City/\$1.35 million schools) will be added to the Heritage High School borrowing but paid back over 20 years using level principal wrapped around the Fall 2013 issue using current market rates plus 1% (5.40%).
5. \$16.1 million projects for the Water and Sewer Funds would also be a part of the Summer 2014 bond sale but are not analyzed in this presentation due to their self-supporting nature.
6. \$7 million City Stadium renovation to be financed Summer 2015 using level principal over 15 years using current market rates plus 1% (4.45%).

# Financing Summary



City of Lynchburg, Virginia

## Tax Supported City & School Projects

### Fall 2013 - Bank Loan

\$10 million tax-exempt City projects

### Summer 2014

\$88.7 million Heritage High School  
+ \$1.35 million school roof replacement projects  
+ \$6.85 million City general projects  
**\$96.9 million total project costs**  
- \$4.665 million appropriated debt reserve  
- \$2.5 million as of July 1, 2014  
- \$1 million in Fiscal Year 2015  
**\$88.735 million total tax-support financed**

## Water and Sewer Self Supported Projects

### Fall 2013 - Bank Loan

N/A

### Summer 2014

\$10 million Water - Payoff Line of Credit  
+ \$4.1 million Water Projects  
+ \$2 million Sewer Projects  
**\$16.1 million total project costs**  
- N/A  
- N/A  
- N/A  
**\$16.1 million Water & Sewer financed**

**\$104.8 million total Summer 2014 projects financed**

### Summer 2015

\$7 million City Stadium

### Summer 2015

N/A



# Estimated Tax-Supported Debt Service – Fall 2013 Plan

City of Lynchburg, Virginia

| Existing Tax Supported Debt <sup>(1)</sup> |                      |                     |                      | Summer 2014<br>Heritage High School Plus \$8.2 million |                     |                     |                      | \$10 million Fall 13 & \$7 million Summer 15<br>Other City Projects <sup>(2)</sup> |                     |                    |                     | Total Existing & Proposed Debt |                      |                      |                      |
|--------------------------------------------|----------------------|---------------------|----------------------|--------------------------------------------------------|---------------------|---------------------|----------------------|------------------------------------------------------------------------------------|---------------------|--------------------|---------------------|--------------------------------|----------------------|----------------------|----------------------|
| FY                                         | Principal            | Interest            | Total                | FY                                                     | Principal           | Interest            | Total                | FY                                                                                 | Principal           | Interest           | Total               | FY                             | Principal            | Interest             | Total                |
| <b>Total</b>                               | <b>\$110,652,127</b> | <b>\$37,882,970</b> | <b>\$148,535,097</b> | <b>Total</b>                                           | <b>\$89,840,000</b> | <b>\$86,197,093</b> | <b>\$176,037,093</b> | <b>Total</b>                                                                       | <b>\$17,000,000</b> | <b>\$4,570,214</b> | <b>\$21,570,214</b> | <b>Total</b>                   | <b>\$217,492,127</b> | <b>\$128,650,277</b> | <b>\$346,142,404</b> |
| 2014                                       | \$9,359,934          | \$4,409,278         | \$13,769,213         | 2014                                                   | \$0                 | \$0                 | \$0                  | 2014                                                                               | \$0                 | \$125,000          | \$125,000           | 2014                           | \$9,359,934          | \$4,534,278          | \$13,894,213         |
| 2015                                       | 8,601,768            | 4,034,881           | 12,636,649           | 2015                                                   | 270,000             | 4,324,455           | 4,594,455            | 2015                                                                               | 667,000             | 241,663            | 908,663             | 2015                           | 9,538,768            | 8,600,999            | 18,139,767           |
| 2016                                       | 8,715,711            | 3,686,621           | 12,402,332           | 2016                                                   | 275,000             | 4,712,188           | 4,987,188            | 2016                                                                               | 817,000             | 510,529            | 1,327,529           | 2016                           | 9,807,711            | 8,909,337            | 18,717,049           |
| 2017                                       | 8,597,853            | 3,356,941           | 11,954,794           | 2017                                                   | 275,000             | 4,706,688           | 4,981,688            | 2017                                                                               | 1,157,000           | 513,138            | 1,670,138           | 2017                           | 10,029,853           | 8,576,766            | 18,606,619           |
| 2018                                       | 8,203,821            | 3,030,430           | 11,234,251           | 2018                                                   | 1,125,000           | 4,698,438           | 5,823,438            | 2018                                                                               | 1,157,000           | 474,658            | 1,631,658           | 2018                           | 10,485,821           | 8,203,525            | 18,689,346           |
| 2019                                       | 7,327,672            | 2,726,603           | 10,054,275           | 2019                                                   | 2,275,000           | 4,664,688           | 6,939,688            | 2019                                                                               | 1,157,000           | 436,178            | 1,593,178           | 2019                           | 10,759,672           | 7,827,468            | 18,587,140           |
| 2020                                       | 7,058,622            | 2,473,251           | 9,531,874            | 2020                                                   | 2,870,000           | 4,596,438           | 7,466,438            | 2020                                                                               | 1,157,000           | 397,698            | 1,554,698           | 2020                           | 11,085,622           | 7,467,386            | 18,553,009           |
| 2021                                       | 6,569,623            | 2,222,738           | 8,792,361            | 2021                                                   | 3,445,000           | 4,495,988           | 7,940,988            | 2021                                                                               | 1,156,000           | 359,218            | 1,515,218           | 2021                           | 11,170,623           | 7,077,943            | 18,248,566           |
| 2022                                       | 6,635,001            | 1,977,842           | 8,612,843            | 2022                                                   | 3,445,000           | 4,358,188           | 7,803,188            | 2022                                                                               | 1,156,000           | 320,782            | 1,476,782           | 2022                           | 11,236,001           | 6,656,812            | 17,892,813           |
| 2023                                       | 6,488,768            | 1,718,295           | 8,207,064            | 2023                                                   | 3,445,000           | 4,220,388           | 7,665,388            | 2023                                                                               | 1,156,000           | 282,347            | 1,438,347           | 2023                           | 11,089,768           | 6,221,029            | 17,310,798           |
| 2024                                       | 5,684,516            | 1,468,528           | 7,153,044            | 2024                                                   | 3,440,000           | 4,073,975           | 7,513,975            | 2024                                                                               | 1,156,000           | 243,911            | 1,399,911           | 2024                           | 10,280,516           | 5,786,414            | 16,066,930           |
| 2025                                       | 5,402,410            | 1,238,994           | 6,641,404            | 2025                                                   | 3,440,000           | 3,919,175           | 7,359,175            | 2025                                                                               | 1,155,000           | 205,488            | 1,360,488           | 2025                           | 9,997,410            | 5,363,657            | 15,361,067           |
| 2026                                       | 5,489,102            | 1,011,767           | 6,500,868            | 2026                                                   | 3,440,000           | 3,747,175           | 7,187,175            | 2026                                                                               | 1,155,000           | 167,078            | 1,322,078           | 2026                           | 10,084,102           | 4,926,019            | 15,010,121           |
| 2027                                       | 3,555,946            | 789,782             | 4,345,728            | 2027                                                   | 3,440,000           | 3,575,175           | 7,015,175            | 2027                                                                               | 1,155,000           | 128,667            | 1,283,667           | 2027                           | 8,150,946            | 4,493,624            | 12,644,570           |
| 2028                                       | 2,017,265            | 670,221             | 2,687,486            | 2028                                                   | 3,440,000           | 3,403,175           | 6,843,175            | 2028                                                                               | 1,155,000           | 90,257             | 1,245,257           | 2028                           | 6,612,265            | 4,163,653            | 10,775,918           |
| 2029                                       | 1,959,195            | 573,197             | 2,532,392            | 2029                                                   | 3,440,000           | 3,226,875           | 6,666,875            | 2029                                                                               | 1,155,000           | 51,846             | 1,206,846           | 2029                           | 6,554,195            | 3,851,918            | 10,406,113           |
| 2030                                       | 1,725,590            | 483,936             | 2,209,526            | 2030                                                   | 4,015,000           | 3,046,275           | 7,061,275            | 2030                                                                               | 489,000             | 21,761             | 510,761             | 2030                           | 6,229,590            | 3,551,972            | 9,781,562            |
| 2031                                       | 1,083,100            | 407,514             | 1,490,614            | 2031                                                   | 4,015,000           | 2,830,469           | 6,845,469            | 2031                                                                               | 0                   | 0                  | 0                   | 2031                           | 5,098,100            | 3,237,982            | 8,336,082            |
| 2032                                       | 1,074,310            | 352,188             | 1,426,498            | 2032                                                   | 4,015,000           | 2,609,644           | 6,624,644            | 2032                                                                               | 0                   | 0                  | 0                   | 2032                           | 5,089,310            | 2,961,832            | 8,051,142            |
| 2033                                       | 866,280              | 300,034             | 1,166,314            | 2033                                                   | 4,015,000           | 2,383,800           | 6,398,800            | 2033                                                                               | 0                   | 0                  | 0                   | 2033                           | 4,881,280            | 2,683,834            | 7,565,114            |
| 2034                                       | 725,640              | 253,894             | 979,534              | 2034                                                   | 4,015,000           | 2,142,900           | 6,157,900            | 2034                                                                               | 0                   | 0                  | 0                   | 2034                           | 4,740,640            | 2,396,794            | 7,137,434            |
| 2035                                       | 585,000              | 212,677             | 797,677              | 2035                                                   | 3,170,000           | 1,902,000           | 5,072,000            | 2035                                                                               | 0                   | 0                  | 0                   | 2035                           | 3,755,000            | 2,114,677            | 5,869,677            |
| 2036                                       | 585,000              | 174,008             | 759,008              | 2036                                                   | 3,170,000           | 1,711,800           | 4,881,800            | 2036                                                                               | 0                   | 0                  | 0                   | 2036                           | 3,755,000            | 1,885,808            | 5,640,808            |
| 2037                                       | 585,000              | 135,340             | 720,340              | 2037                                                   | 3,170,000           | 1,521,600           | 4,691,600            | 2037                                                                               | 0                   | 0                  | 0                   | 2037                           | 3,755,000            | 1,656,940            | 5,411,940            |
| 2038                                       | 585,000              | 96,671              | 681,671              | 2038                                                   | 3,170,000           | 1,331,400           | 4,501,400            | 2038                                                                               | 0                   | 0                  | 0                   | 2038                           | 3,755,000            | 1,428,071            | 5,183,071            |
| 2039                                       | 585,000              | 58,003              | 643,003              | 2039                                                   | 3,170,000           | 1,141,200           | 4,311,200            | 2039                                                                               | 0                   | 0                  | 0                   | 2039                           | 3,755,000            | 1,199,203            | 4,954,203            |
| 2040                                       | 585,000              | 19,334              | 604,334              | 2040                                                   | 3,170,000           | 951,000             | 4,121,000            | 2040                                                                               | 0                   | 0                  | 0                   | 2040                           | 3,755,000            | 970,334              | 4,725,334            |
| 2041                                       | 0                    | 0                   | 0                    | 2041                                                   | 3,170,000           | 760,800             | 3,930,800            | 2041                                                                               | 0                   | 0                  | 0                   | 2041                           | 3,170,000            | 760,800              | 3,930,800            |
| 2042                                       | 0                    | 0                   | 0                    | 2042                                                   | 3,170,000           | 570,600             | 3,740,600            | 2042                                                                               | 0                   | 0                  | 0                   | 2042                           | 3,170,000            | 570,600              | 3,740,600            |
| 2043                                       | 0                    | 0                   | 0                    | 2043                                                   | 3,170,000           | 380,400             | 3,550,400            | 2043                                                                               | 0                   | 0                  | 0                   | 2043                           | 3,170,000            | 380,400              | 3,550,400            |
| 2044                                       | 0                    | 0                   | 0                    | 2044                                                   | 3,170,000           | 190,200             | 3,360,200            | 2044                                                                               | 0                   | 0                  | 0                   | 2044                           | 3,170,000            | 190,200              | 3,360,200            |

(1) Inclusive of Build America Bond subsidy.  
(2) Does not include water and sewer financing.

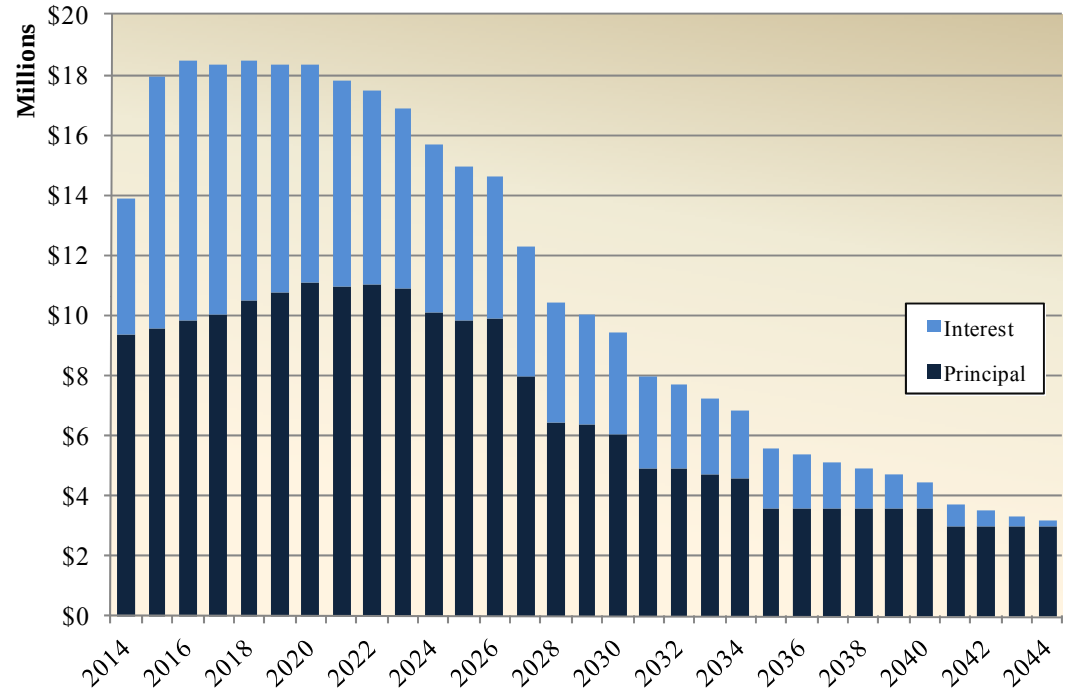


# Existing & Proposed Debt Service – Fall 2013 Plan

City of Lynchburg, Virginia

## Existing & Proposed Tax Supported Debt

| <u>FY</u>    | <u>Principal</u>     | <u>Interest</u>      | <u>Total</u>         | <u>Payout Ratio as of<br/>End of FY 2015 CIP</u> |
|--------------|----------------------|----------------------|----------------------|--------------------------------------------------|
| <b>Total</b> | <b>\$217,492,127</b> | <b>\$128,650,277</b> | <b>\$346,142,404</b> |                                                  |
| 2014         | \$9,359,934          | \$4,534,278          | \$13,894,213         |                                                  |
| 2015         | 9,538,768            | 8,600,999            | 18,139,767           |                                                  |
| 2016         | 9,807,711            | 8,909,337            | 18,717,049           |                                                  |
| 2017         | 10,029,853           | 8,576,766            | 18,606,619           |                                                  |
| 2018         | 10,485,821           | 8,203,525            | 18,689,346           |                                                  |
| 2019         | 10,759,672           | 7,827,468            | 18,587,140           |                                                  |
| 2020         | 11,085,622           | 7,467,386            | 18,553,009           | 7.04%                                            |
| 2021         | 11,170,623           | 7,077,943            | 18,248,566           | 14.13%                                           |
| 2022         | 11,236,001           | 6,656,812            | 17,892,813           | 21.26%                                           |
| 2023         | 11,089,768           | 6,221,029            | 17,310,798           | 28.30%                                           |
| 2024         | 10,280,516           | 5,786,414            | 16,066,930           | 34.83%                                           |
| 2025         | 9,997,410            | 5,363,657            | 15,361,067           | 41.18%                                           |
| 2026         | 10,084,102           | 4,926,019            | 15,010,121           | 47.58%                                           |
| 2027         | 8,150,946            | 4,493,624            | 12,644,570           | 52.76%                                           |
| 2028         | 6,612,265            | 4,163,653            | 10,775,918           | 56.95%                                           |
| 2029         | 6,554,195            | 3,851,918            | 10,406,113           | 61.11%                                           |
| 2030         | 6,229,590            | 3,551,972            | 9,781,562            | 65.07%                                           |
| 2031         | 5,098,100            | 3,237,982            | 8,336,082            | 68.31%                                           |
| 2032         | 5,089,310            | 2,961,832            | 8,051,142            | 71.54%                                           |
| 2033         | 4,881,280            | 2,683,834            | 7,565,114            | 74.64%                                           |
| 2034         | 4,740,640            | 2,396,794            | 7,137,434            | 77.65%                                           |
| 2035         | 3,755,000            | 2,114,677            | 5,869,677            | 80.03%                                           |
| 2036         | 3,755,000            | 1,885,808            | 5,640,808            | 82.41%                                           |
| 2037         | 3,755,000            | 1,656,940            | 5,411,940            | 84.80%                                           |
| 2038         | 3,755,000            | 1,428,071            | 5,183,071            | 87.18%                                           |
| 2039         | 3,755,000            | 1,199,203            | 4,954,203            | 89.57%                                           |
| 2040         | 3,755,000            | 970,334              | 4,725,334            | 91.95%                                           |
| 2041         | 3,170,000            | 760,800              | 3,930,800            | 93.96%                                           |
| 2042         | 3,170,000            | 570,600              | 3,740,600            | 95.97%                                           |
| 2043         | 3,170,000            | 380,400              | 3,550,400            | 97.99%                                           |
| 2044         | 3,170,000            | 190,200              | 3,360,200            | 100.00%                                          |



## City's Debt Payout Ratio Policy

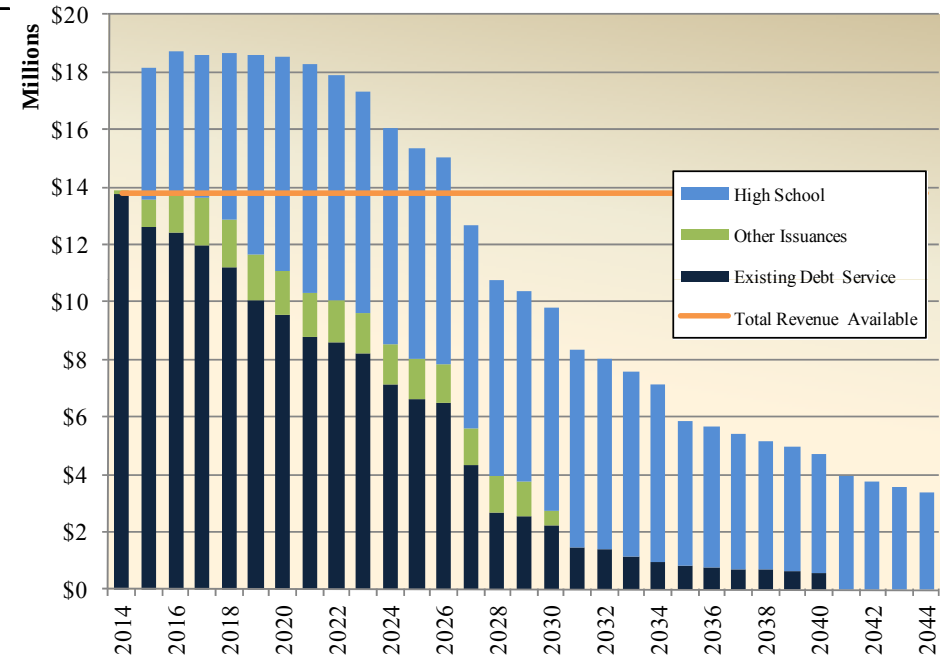
"The 10-Year Principal Payout Ratio shall not be less than 60% at the end of each adopted five-year Capital Improvement Program for Tax-Supported General Obligation Indebtedness."



# Cash Flow Impact – Fall 2013 Plan

City of Lynchburg, Virginia

| Fiscal Year  | Existing Debt Service* | Estimated Fall 2013 & Summer 2015 Issuances | Estimated Summer 2014 Issuance | Total Estimated Debt Service | Total Revenues Available* | Additional Revenues Needed |
|--------------|------------------------|---------------------------------------------|--------------------------------|------------------------------|---------------------------|----------------------------|
| <b>Total</b> | <b>\$148,535,097</b>   | <b>\$21,570,214</b>                         | <b>\$176,037,093</b>           | <b>\$346,142,404</b>         |                           |                            |
| 2014         | \$13,769,213           | \$125,000                                   | \$0                            | \$13,894,213                 | \$13,769,213              | \$125,000                  |
| 2015         | 12,636,649             | 908,663                                     | 4,594,455                      | 18,139,767                   | 13,769,213                | 4,370,554                  |
| 2016         | 12,402,332             | 1,327,529                                   | 4,987,188                      | 18,717,049                   | 13,769,213                | 4,947,836                  |
| 2017         | 11,954,794             | 1,670,138                                   | 4,981,688                      | 18,606,619                   | 13,769,213                | 4,837,407                  |
| 2018         | 11,234,251             | 1,631,658                                   | 5,823,438                      | 18,689,346                   | 13,769,213                | 4,920,134                  |
| 2019         | 10,054,275             | 1,593,178                                   | 6,939,688                      | 18,587,140                   | 13,769,213                | 4,817,927                  |
| 2020         | 9,531,874              | 1,554,698                                   | 7,466,438                      | 18,553,009                   | 13,769,213                | 4,783,796                  |
| 2021         | 8,792,361              | 1,515,218                                   | 7,940,988                      | 18,248,566                   | 13,769,213                | 4,479,354                  |
| 2022         | 8,612,843              | 1,476,782                                   | 7,803,188                      | 17,892,813                   | 13,769,213                | 4,123,600                  |
| 2023         | 8,207,064              | 1,438,347                                   | 7,665,388                      | 17,310,798                   | 13,769,213                | 3,541,585                  |
| 2024         | 7,153,044              | 1,399,911                                   | 7,513,975                      | 16,066,930                   | 13,769,213                | 2,297,717                  |
| 2025         | 6,641,404              | 1,360,488                                   | 7,359,175                      | 15,361,067                   | 13,769,213                | 1,591,854                  |
| 2026         | 6,500,868              | 1,322,078                                   | 7,187,175                      | 15,010,121                   | 13,769,213                | 1,240,908                  |
| 2027         | 4,345,728              | 1,283,667                                   | 7,015,175                      | 12,644,570                   | 13,769,213                |                            |
| 2028         | 2,687,486              | 1,245,257                                   | 6,843,175                      | 10,775,918                   | 13,769,213                |                            |
| 2029         | 2,532,392              | 1,206,846                                   | 6,666,875                      | 10,406,113                   | 13,769,213                |                            |
| 2030         | 2,209,526              | 510,761                                     | 7,061,275                      | 9,781,562                    | 13,769,213                |                            |
| 2031         | 1,490,614              | 0                                           | 6,845,469                      | 8,336,082                    | 13,769,213                |                            |
| 2032         | 1,426,498              | 0                                           | 6,624,644                      | 8,051,142                    | 13,769,213                |                            |
| 2033         | 1,166,314              | 0                                           | 6,398,800                      | 7,565,114                    | 13,769,213                |                            |
| 2034         | 979,534                | 0                                           | 6,157,900                      | 7,137,434                    | 13,769,213                |                            |
| 2035         | 797,677                | 0                                           | 5,072,000                      | 5,869,677                    | 13,769,213                |                            |
| 2036         | 759,008                | 0                                           | 4,881,800                      | 5,640,808                    | 13,769,213                |                            |
| 2037         | 720,340                | 0                                           | 4,691,600                      | 5,411,940                    | 13,769,213                |                            |
| 2038         | 681,671                | 0                                           | 4,501,400                      | 5,183,071                    | 13,769,213                |                            |
| 2039         | 643,003                | 0                                           | 4,311,200                      | 4,954,203                    | 13,769,213                |                            |
| 2040         | 604,334                | 0                                           | 4,121,000                      | 4,725,334                    | 13,769,213                |                            |
| 2041         | 0                      | 0                                           | 3,930,800                      | 3,930,800                    | 13,769,213                |                            |
| 2042         | 0                      | 0                                           | 3,740,600                      | 3,740,600                    | 13,769,213                |                            |
| 2043         | 0                      | 0                                           | 3,550,400                      | 3,550,400                    | 13,769,213                |                            |
| 2044         | 0                      | 0                                           | 3,360,200                      | 3,360,200                    | 13,769,213                |                            |



The Additional Revenues Needed are expected to be covered with the roughly \$3 million set aside for the Heritage High School A&E and land purchases in FY 14 plus another \$2 million to be added in FY 15.

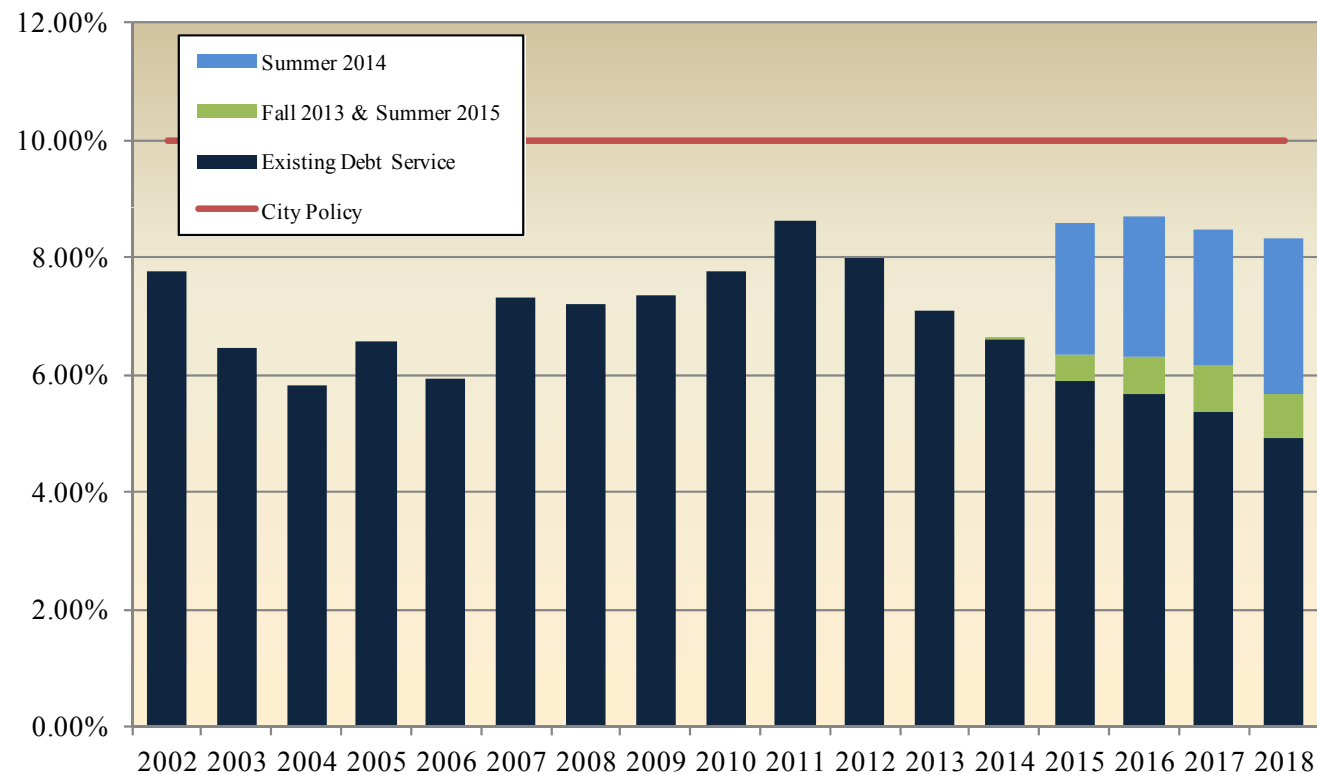
\*Note: Existing debt service and total revenues available are inclusive of Build America Bond subsidy.



# Debt Service to Expenditures – Fall 2013 Plan

City of Lynchburg, Virginia

- The City's Debt Service to expenditure ratio is projected to increase but stay well below the County's policy of 10%.



Expenditures Assumed to Grow 2.0% Annually.

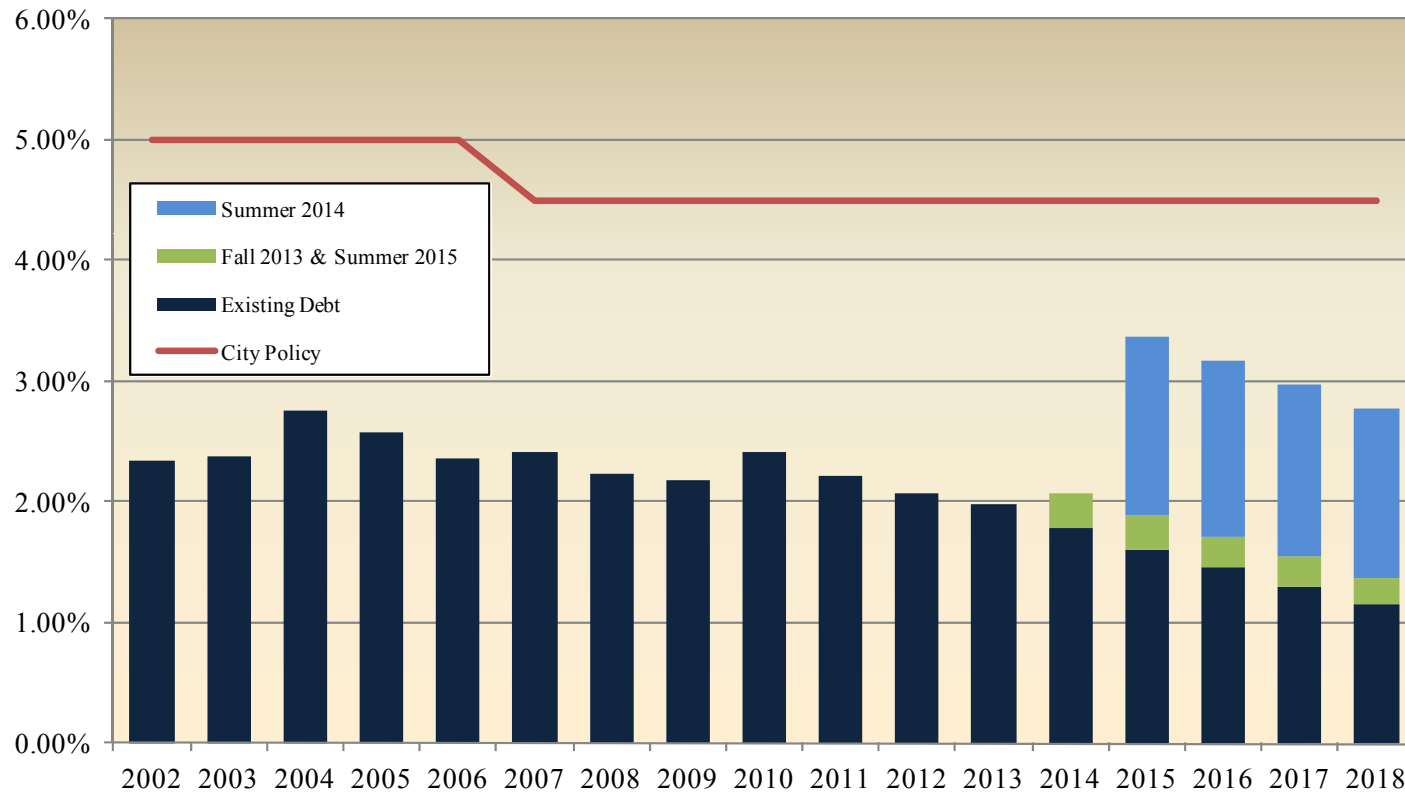
Note: Expenditures consists of General Fund expenditures plus School Component Unit expenditures less the General Fund transfer to Schools.

# Debt as a Percentage of Assessed Value – Fall 2013 Plan



City of Lynchburg, Virginia

- The City's debt service to assessed valuation is currently projected to be well below the City's policy of 4.50%.



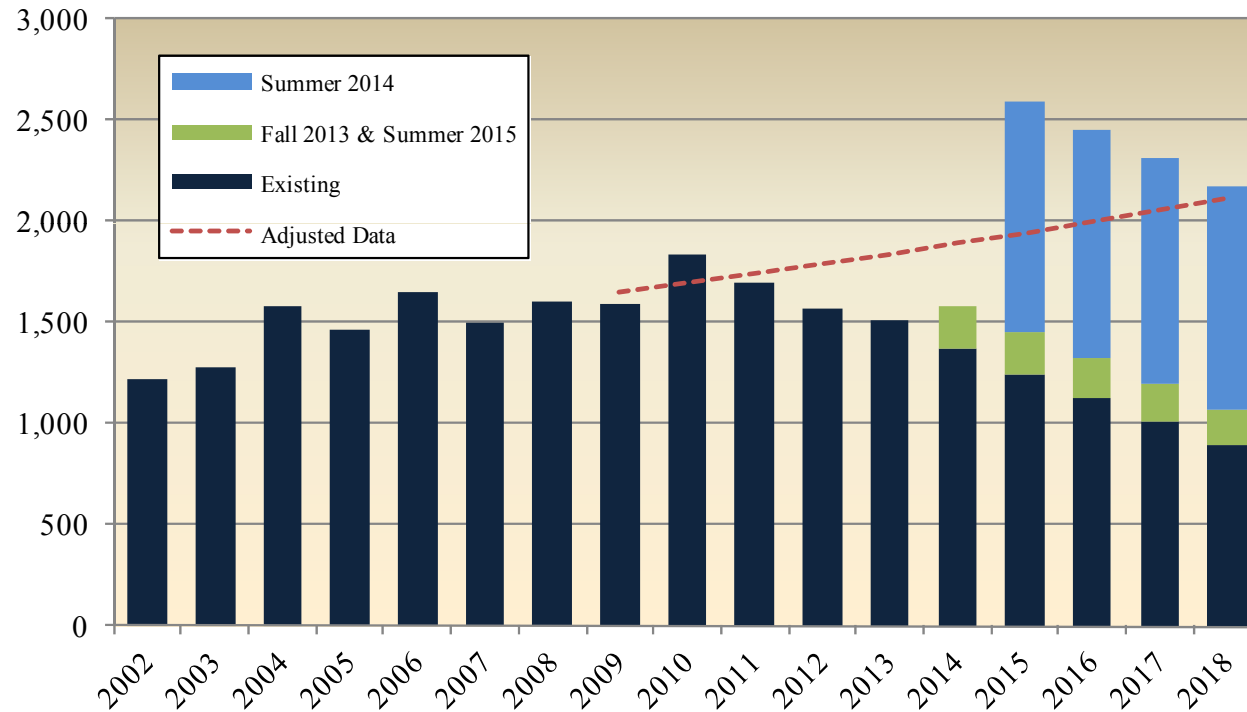
Assessed Value Assumed to Grow 1.5% Annually.

# Debt Per Capita – Fall 2013 Plan



City of Lynchburg, Virginia

- The City has not set a specific target policy for Debt per Capita but only suggests that it is maintained at a “reasonable level”.



Population Assumed to Grow 1.0% Annually.

Note: Adjusted data shows 2008 debt per capita adjusted for inflation.



# Timetable



City of Lynchburg, Virginia

| <u>Date</u>                | <u>Action</u>                                                                                                                                                           |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| • September 10             | <b><u>City Council Meeting</u></b> – Davenport to present the preliminary plan of finance for Council’s consideration to authorize a Public Hearing on October 8, 2013. |
| • September 11             | Davenport distributes RFP to local, regional and national banking institutions.                                                                                         |
| • September 24             | RFP responses due to Davenport. Davenport and Staff review RFP responses and determine recommendation.                                                                  |
| • October 8                | <b><u>City Council Meeting</u></b> - Davenport to present RFP results to City Council at Public Hearing for consideration/approval.                                     |
| • Week of October 14       | Close on the potential \$10 million loan.                                                                                                                               |
| • Early Spring 2014        | Heritage High School bids received.                                                                                                                                     |
| • Early Spring 2014        | Review/Update Capital Plan of Finance with City Council & Staff.                                                                                                        |
| • Late Spring/Early Summer | Proceed with the Plan of Finance.                                                                                                                                       |



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City of Lynchburg, Virginia

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Version 6/1/2012 DJG/CR

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.:

CONSENT:

REGULAR:

WORK SESSION: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Campbell Avenue | Odd Fellows Road Land Use & Corridor Master Plan Study**

RECOMMENDATION: Approve the study as part of the *Comprehensive Plan 2002-2020*.

SUMMARY: The Campbell Avenue/Odd Fellows Road Land Use & Corridor Master Plan encompasses two distinct initiatives: 1) a “grass roots” effort spearheaded by the Campbell Avenue area businesses and residents, and 2) the state’s funding of the Odd Fellows Road U.S. Route 460/29 interchange in July 2011. While Campbell Avenue and Odd Fellows Road have unique conditions and land uses, they function as a pair. Impacts and improvements to one road will likely cause significant indirect impact(s) to the other. During preparation of the plan, City staff worked with a group of key stakeholders and hosted a series of neighborhood meetings to solicit input on the plan. The resulting document provides an “area-wide” plan, as well as individual “master plans” for the Campbell Avenue and Odd Fellows Road corridors.

The Planning Commission recommended approval of the plan because:

- The plan is consistent with the *Comprehensive Plan* which recommends “priorities for improvements to the transportation system should be based on safety considerations; existing deficiencies; multimodal and environmental considerations; physical economic, and policy constraints; contribution to quality urban design; required right of way needs; level of service; and appropriate system continuity”.  
**(Objective 1.A7, pg 14.6)**
- The plan is consistent with the *Comprehensive Plan* which recommends inclusion of “alternative transportation modes in the Transportation Master Plan (TMP), including pedestrians, bikeways, trails and transit.” **(Objective 1.A8, pg 14.6)**

PRIOR ACTION(S):

- April 24, 2013: The Planning Division recommended approval of the *Campbell Avenue | Odd Fellows Road Land Use & Corridor Master Plan Study*.
- April 24, 2013: Planning Commission requested additional information about Odd Fellows Road traffic features, supporting reasons to amend the designated Resource Conservation use to Community Commercial and Industrial Property to Mixed Use on the *Future Land Use Map* along the Odd Fellows Road corridor and the inclusion of right turn lanes on Campbell Avenue.
- May 15, 2013: City Staff held an informational meeting with First Lynchburg Industrial Park businesses to review the proposed plan and the function of roundabouts.
- May 22, 2013: The Planning Commission recommended approval of the plan (6-0, with one vacancy) with the following additions:
- Indicate consideration of right turn lanes along Campbell Avenue on page 34.
  - Change the wording for the Albert Lankford Drive and Murray Place roundabout on page 47 as follows “The *proposed* roundabout *may* be oval in shape to accommodate the current alignments of these two streets. The roundabout *may* be the focal element for future mixed-use development in the surrounding area.”

- Include a center turn lane alternative to the median in the cross section of Odd Fellows Road on page 48.
- Include an alternative for John Capron Road to maintain its current alignment on page 53.

June 11, 2013: City Council heard a presentation about the plan from the consultant, Barry Carpenter, and requested that the item be more fully considered at a future work session.

FISCAL IMPACT: None associated with approval of the DRAFT *Campbell Avenue | Odd Fellows Road Land Use & Corridor Master Plan Study*. Planning estimates included on page 61 indicate a total project cost of \$24,220,080. However, these numbers are preliminary estimates and may vary significantly depending on the actual project design.

- Odd Fellows Road Preliminary Estimate: \$13,040,000 [Phase I – \$5,040,000; Phase II – \$8,000,000]
- Campbell Avenue Preliminary Estimate: \$4,895,080 [Phase I – \$1,400,000; Phase II – \$1,640,080; Phase III – \$1,100,000; Phase IV – \$755,000]
- Connector Road Preliminary Estimate: \$6,285,000

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

ATTACHMENT(S):

- Resolution
- *Campbell Avenue | Odd Fellows Road Land Use & Corridor Master Plan Study* - May 28, 2013 DRAFT
- Planning Commission Memorandum - April 24, 2013
- Planning Commission Minutes - April 24, 2013
- Speaker Sign Up Sheet - April 24, 2013
- First Lynchburg Industrial Park business owners meeting attendance sheet - May 15, 2013
- Planning Commission Memorandum - May 22, 2013
- Planning Commission Minutes - May 22, 2013
- Roundabout Video from KansasDOT "Attachment 4B"
- Youtube Video of oversized truck navigating a roundabout "Attachment 4C"

REVIEWED BY: lkp

RESOLUTION:

A RESOLUTION ADOPTING THE CAMPBELL AVENUE | ODD FELLOWS ROAD LAND USE & CORRIDOR MASTER PLAN STUDY INTO THE CITY'S COMPREHENSIVE PLAN 2002-2020.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the Campbell Avenue | Odd Fellows Road Land Use & Corridor Master Plan Study be, and the same is hereby approved and adopted as part of the City's Comprehensive Plan 2002-2020.

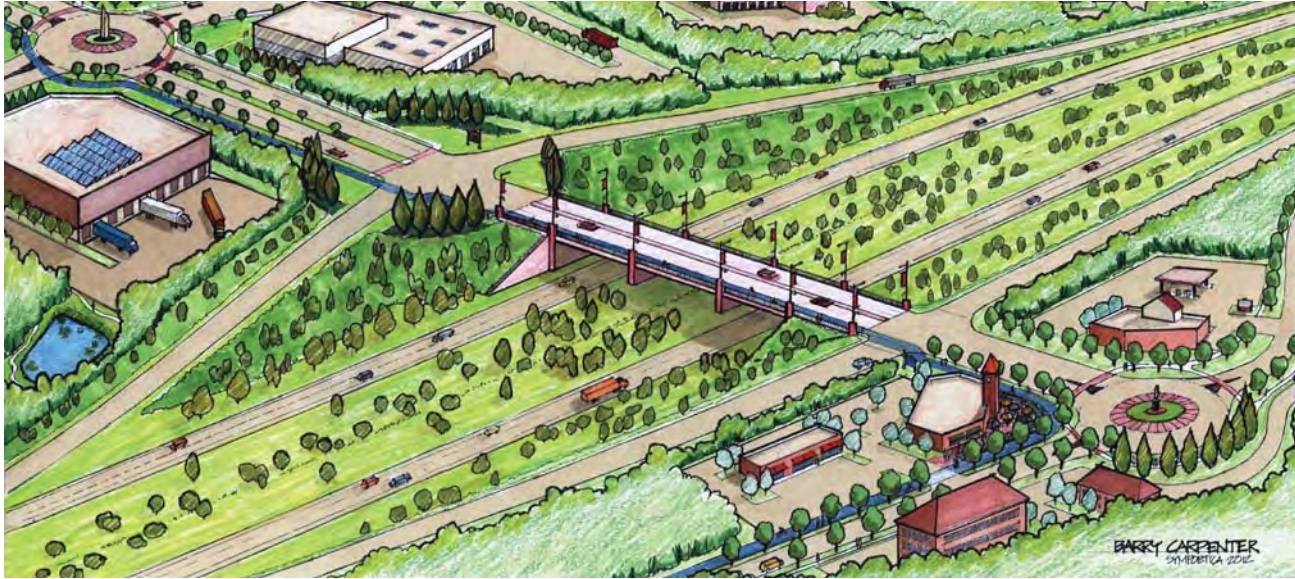
Adopted:

Certified:

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

117K





# Campbell Avenue | Odd Fellows Road



**Lynchburg**  
VIRGINIA

LAND USE & CORRIDOR MASTER PLAN STUDY





# City of Lynchburg

May 28 DRAFT

## Council

Mayor, Michael A. Gillette  
Vice Mayor, Ceasor T. Johnson  
Hundson "H" Cary, III  
Joan F. Foster  
Jeff S. Helgeson  
J. Randolph "Randy" Nelson  
Edgar J. T. Perrow, Jr.

## Planning Commission

Andy Sale, Chair  
Gerry Swienton, Vice-Chair  
Rick Barnes  
James Coleman  
Theodore B. Hannon  
Kevin Hooper  
Karen Kennedy

## Staff

Kim Payne, City Manager  
Bonnie Svrcek, Deputy City Manager  
Kent White, Director Community Development  
Shaun R. Conway  
Robin Craig  
Don DeBerry, P.E.  
Kay Frazier  
Brian Gleason  
Gaynelle Hart  
Kevin Henry, AICP  
Allison Johnson  
Tom Martin, AICP  
Lee Newland, P.E.  
Anne Leslie Nygaard  
Andy Reeder  
Marjette Upshur  
David Owen

## Consultants

J. Barry Carpenter, ASLA,   
Bill Wuensch, P.E. 

## Key Stakeholders / Project Team

Lee Beaumont, Liberty University  
Maggie Cossman, P.E., Liberty University  
A.T. Dunn, Virginia University of Lynchburg  
Josh Moore, GLTC  
Raina A. Rosado, P.E., VDOT  
Charles Spence, Liberty University  
Karen Walton, GLTC  
Bob White, Region 2000  
Rick Youngblood, GISP VDOT  
Citizens of Lynchburg

Prepared for



City of Lynchburg

Department of Community Development  
Office of Economic Development

Prepared by

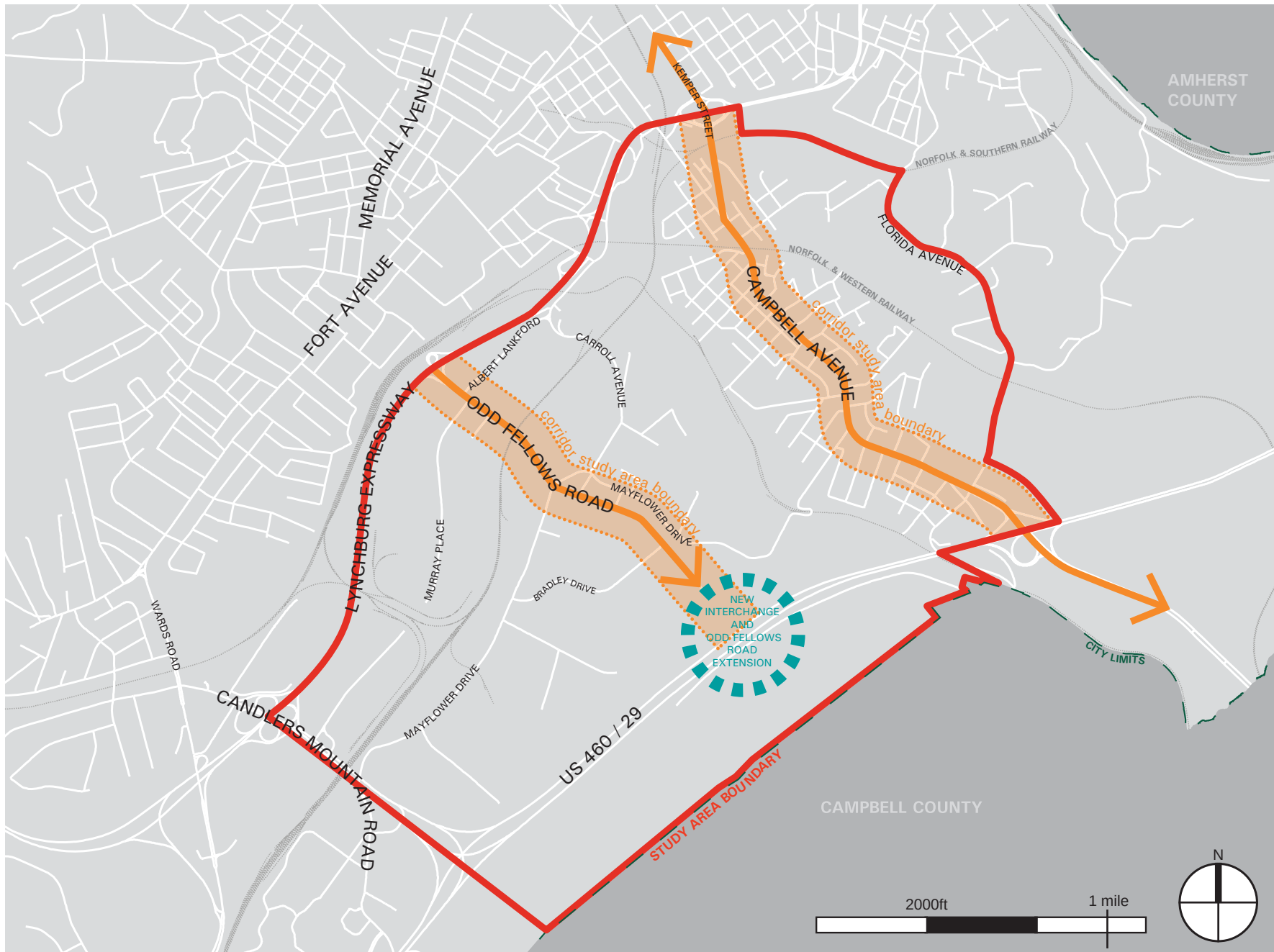


Community Planners and Designers  
Woodstock, Virginia

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STUDY AREA AND CORRIDOR BOUNDARY AND LOCATION MAP

# 1.0 Introduction

Campbell Avenue and Odd Fellows Road play vital multifaceted roles on the eastern side of Lynchburg. These roles range from connecting neighborhoods, to serving the First Lynchburg Industrial Park, and providing an important entrance to the larger City. As VDOT plans a new interchange at Odd Fellows Road and US 460/29, the City has a unique opportunity to assess what kind of functionality and form fits these corridors best for the future. Investing in street design and connectivity, reassessing current and future land use, and providing important public facilities will help the city use valuable resources more efficiently, improve opportunities for economic development, and enhance the quality of life for both area workers and residents.

## 1.1 Purpose

The purpose of this plan is to help implement the City's Comprehensive Plan and to provide a vision and blueprint for future growth and development of important residential and employment use areas on the east side of Lynchburg largely defined by two key corridors: Campbell Avenue and Odd Fellows Road. This plan meets and builds upon the Comprehensive Plan's goals for both the Campbell Avenue Corridor Study Area (Comp. Plan 4.13) and the First Lynchburg Industrial Park Employment Area (Comp Plan 4.23). The City's Comprehensive Plan sets an important base that this plan expands upon with greater detail and specific recommendations for the future.

This plan is the continuation of efforts from the City's Office of Economic Development to focus economic development in the area around the neighborhood's needs, to develop a Fairview Neighborhood Master Plan, and to foster business to business transactions within the study area. Meetings held in 2010 and 2011 at the Fairview Heights Community Center directly led to the initiation of this study and recommendations herein reflect those goals, along with much more.

**Plan Boundaries.** The study area for this project is generally defined as follows: The eastern boundary is defined as Florida Avenue northward from Campbell Avenue to the Norfolk Southern railroad tracks. The northern boundary of the study area is the Norfolk Southern railroad tracks westward from Florida Avenue to the Lynchburg Expressway. From that point, the western boundary follows the Lynchburg Expressway and then turns eastward along Candler's Mountain Road to US 460/29 and the City Limit beyond. From that point the boundary of the study area is the City Limit south and east of the US 29/460 Bypass, between Candler's Mountain Road and Campbell Avenue. The corridor master plans for both Campbell Avenue and Odd Fellows Road cover an area that extends approximately 500' on both sides from the center of the roadways.

## 1.2 Vision & Goals

**Vision Statement.** The vision to the right stems from conversations with stakeholders and community members, and represents a pragmatic look at how competing interests can find a common goal.

The Campbell Avenue and Odd  
Fellows Road Area will be...

**a place of attractive and vibrant city corridors and neighborhoods, offering a mix of residential, commercial, institutional, employment and open space uses, where one can travel throughout efficiently, safely and pleasurably by car, truck, transit, bicycle, or on foot.**

**Goals.** The following 6 goals outline distinct outcomes needed to achieve the vision for the Campbell Avenue / Odd Fellows Road Study Area.



POTENTIAL CAMPBELL AVENUE TREATMENT PER RECOMMENDATIONS MADE LATER IN THIS PLAN (SEE CHAPTER 3 AND 4)



POTENTIAL ROUNDABOUT TREATMENT AT ODD FELLOWS ROAD AND MURRAY PLACE PER RECOMMENDATIONS MADE LATER IN THIS PLAN (SEE CHAPTERS 3 AND 5)

1

To provide safe, efficient and highly-connected multi-modal transportation facilities and services along the Campbell Avenue and Odd Fellow Road corridors, and strengthen linkages to the adjoining neighborhoods.

2

To foster attractive and livable places for people to reside, shop, work, learn, play and travel through.

3

To coordinate community land uses and transportation facilities so that the design of transportation facilities complements community context and the communities are designed to enable transportation efficiency.

4

To enhance Campbell Avenue and establish Odd Fellows Road as important City gateways.

5

To take advantage of locational and other assets of the area to enhance economic development and create jobs.

6

To accomplish goals 1 – 5 through the cooperative plans and actions of the City of Lynchburg, Region 2000 Regional Commission, and the Virginia Department of Transportation (VDOT).



### 1.3 Planning Approach

This plan seeks to create a highly functional, resource efficient, and multimodal transportation network while fostering economic development, a livable community and attractive city gateways. Creators of this plan recognize that stakeholder and public input is vital to successful planning efforts. Thus, these recommendations reflect a combination of both important city planning principles and input from key stakeholders and the public. Principles and plan methodology are outlined here. Information on stakeholder and public meetings can be found in Chapter 1.4, Planning Process, and specific input gathered can be found in Chapter 3.1, Stakeholder and Public Input.

**Plan Methodology.** While both the Campbell Avenue and Odd Fellows Road corridors have unique conditions, they largely function as a pair. What happens on one dramatically affects the other. This situation led to creating a plan that looks holistically at the entire study area first and then zooms in on the corridors individually with two corridor master plans.

**Area-Wide Plan.** Chapter 3 sets the larger framework for the two master plans and tackles big picture issues of area growth, connectivity, land use, and transportation.

**Master Plans.** Chapters 4 and 5 detail how Campbell Avenue and Odd Fellows Road should grow into the future. They illustrate a combination of public and private investment and individualized design recommendations for each corridor.



THIS IMAGE, FROM SMARTGROWTHAMERICA.ORG, ILLUSTRATES HOW COMPLETE STREETS PRINCIPLES WERE APPLIED TO AN INTERSECTION IN CHARLOTTE, NC

**Planning Principles.** This plan employs three important planning principles described here. Each plays a key role in developing the vision and making pragmatic recommendations for the future.

**1) Complete Streets.** Under Complete Streets principles, all streets are designed to safely accommodate all modes of travel and people of all ages and abilities. This approach can increase safety, improve access for all income levels, enhance economic development and beautify a corridor. Design interventions change depending on the level and type of activity on a road, lending to a variety of successful types of Complete Streets. The main requirement is to ensure pedestrians, bicyclists, motorists and

transit riders of all ages and abilities are able to safely move along and across streets. Key facets and benefits of Complete Streets are:

- Employing Complete Streets is intended to be a gradual process and over time a city will develop into a well-connected network of streets for all users and abilities to many destinations
- Providing safe and convenient walking, bicycling and transit options leads reduces congestion, increasing the overall capacity of an area's transportation network
- Community health is improved through more options for physical activity in daily life and simultaneous improvements in air quality

- Complete Streets designs include safety improvements that aid in reducing crashes, particularly at pedestrian crossings
- For more information on Complete Streets see Appendix

**2) Context Sensitive Solutions (CSS).** This principle demands that transportation projects balance the needs of travelers and the interests of the community the project passes through. Complete Streets employs CSS, realizing there is no “one size fits all” solution, but rather seeks to address each project’s unique setting, stakeholders, and requirements. CSS is based on these strategies:

- Balance safety, mobility, community and environmental goals in all projects.
- Involve the public and stakeholders early and continuously.
- Use an interdisciplinary design team tailored to project need.
- Address all modes of travel.
- Apply flexibility inherent in design standards and guidelines.
- Incorporate aesthetics as an integral part of good design.

**3) Coordinating transportation network with land use.** This requires that the two be planned in tandem because how transportation and land use interact directly affects the shape and quality of life in a community. Doing this helps match appropriate city infrastructure stemming from Complete Streets and CSS interventions with forthcoming private investment to facilitate achieving the plan’s vision.



CONTEXT SENSITIVE SOLUTIONS TAKE A VARIETY OF FORMS IN THESE EXAMPLES FROM MARYLAND AND FLORIDA. THE IMPORANT TAKEAWAY IS THAT THE SOLUTION BALANCES ALL GOALS AND IS FLEXIBLE TO ITS SURROUNDINGS

## 1.4 Planning Process

**Key Stakeholders.** Under the sponsorship of the City’s Office of Economic Development (OED) and the direction of the City’s Department of Community Development, the study effort was guided by technical input from a group of key project stakeholders. The OED and Community Development held meetings with both the key stakeholder group and individual group representatives to gain vital technical input and gather a variety of perspectives on planning and corridor design for the study area.

### Key Project Stakeholders

Department of Communications and Marketing  
 Department of Community Development  
 Department of Parks and Recreation  
 Department of Public Works  
 Greater Lynchburg Transit Company (GLTC)  
 Liberty University  
 Office of Economic Development (OED)  
 Region 2000  
 Virginia Department of Transportation (VDOT)  
 Virginia University-Lynchburg (VUL)



**Public Meetings.** In addition to meetings with the key stakeholders, a number of public events were held to give staff and planners an opportunity to hear ideas and concerns from the wider community of public stakeholders for consideration in the planning effort. Meetings for the area began in 2010, but the primary meetings influencing this plan were held over the course of a year at a variety of locations within the study area. Working supportively, VDOT and the City of Lynchburg used these meetings to develop their plans for the interchange design and this document simultaneously and arrive at solutions that fit together and meet the needs of all. *See Chapter 3 for information on input collected at public meetings.* Events leading to the development of this plan include:

December 2, 2010 – The Office of Economic Development and Department of Parks and Recreation held a luncheon with area business owners at the Fairview Heights Community Center on Campbell Avenue to discuss potential for Neighborhood Economic Development (NED) and gather community support for much needed repairs to the community center. A list of opportunities and challenges came out of small group discussions.

February 3, 2011 – A follow-up to the December 2 meeting was held at the Fairview Heights Community Center to solicit feedback from more business owners on economic development initiatives, potential for a neighborhood master plan, and business to business networking opportunities.

May 3, 2011 – A Business Appreciation Week Reception was held at the Fairview Heights Community Center to discuss the previous meetings and the next steps. These efforts then coincided with the July 2011 Governor’s announcement below.

*July 2011 – Governor announced full funding for the Odd Fellows Road and US460/29 interchange project that had been in the works for over a decade and listed as third in City Council’s road improvement priority list.*

September 6, 2011 – A meeting between the City of Lynchburg and VDOT staff about the interchange project initiated the cooperative effort between the City and VDOT to find the best alternative for the interchange design and coordinating that design with further planning efforts in the area.

November 15, 2011 – VDOT sponsored a Citizen Information Meeting at the City’s Information Technology Building. VDOT displayed early mapping and information on the study for the proposed interchange at Odd Fellows Road and US 460/29.

November 15, 2011 – Immediately following VDOT’s meeting, the City presented an introduction to this plan and conducted an interactive exercise using small groups of attendees to identify issues and invite ideas relevant to this broader document.

January 30, 2012 – Region 2000 sponsored and the City of Lynchburg conducted a forum at the Fairview Heights Community Center. This forum invited input on the Campbell Avenue Access Management Plan study, key findings of which were incorporated into the presentation.



FORUM GROUPS

May 7, 2012 – Region 2000 sponsored and the City of Lynchburg conducted a second forum at the Fairview Heights Community Center, inviting comments on early access management and corridor planning study findings, including the introduction of the “road diet” concept for the Campbell Avenue corridor.

January 8, 2013 – VDOT sponsored a second Citizen Information Meeting at the City’s Information Technology Building. In this meeting VDOT presented preliminary plans for the proposed interchange at Odd Fellows Road and US 460/29. As part of this meeting, the City presented draft area-wide and key corridor concept plans, along with illustrative graphics for this document and invited public comment.

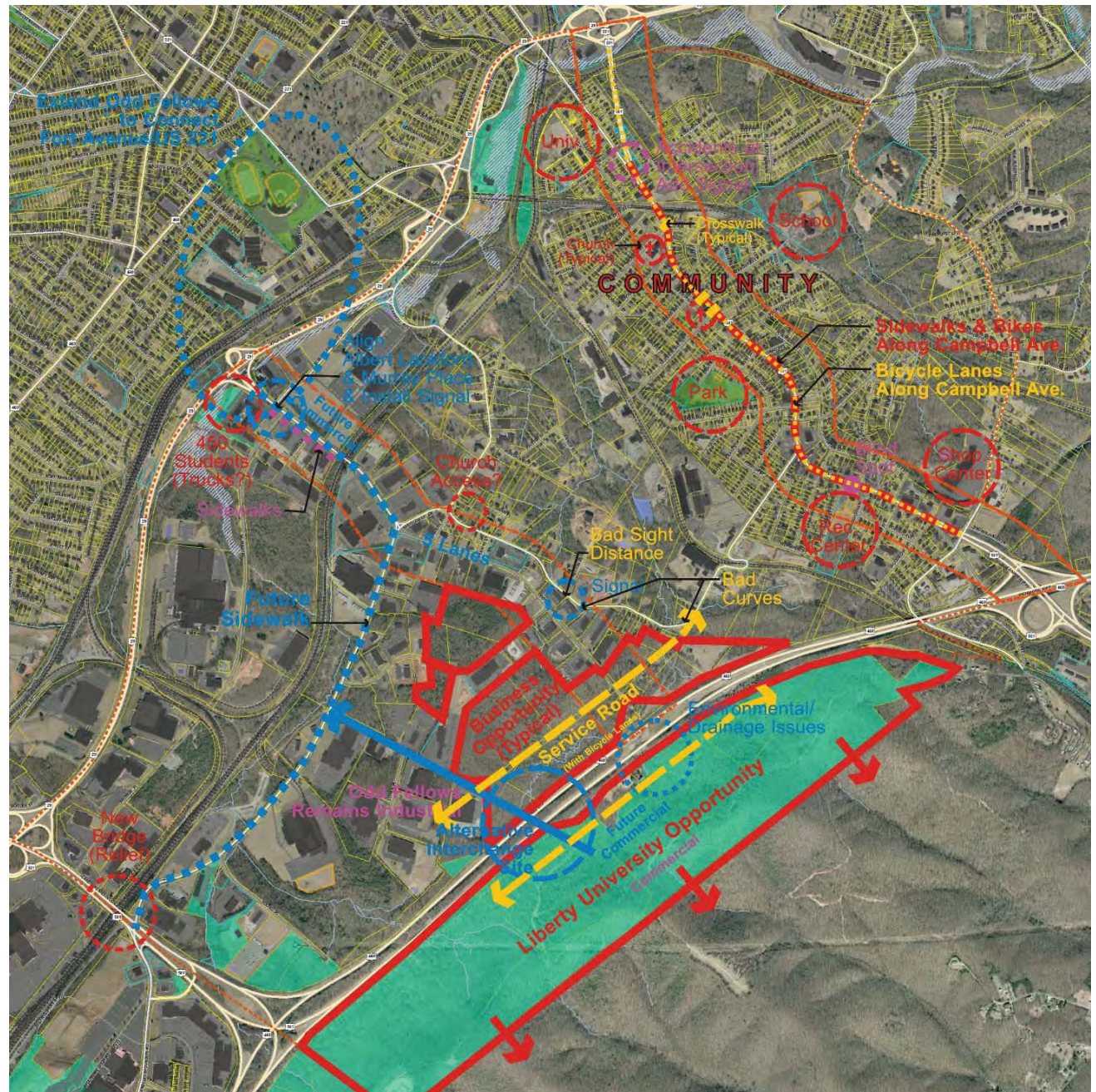


January 10, 2013 – City of Lynchburg held a third public forum, at Bass Elementary School to present draft area-wide, key corridor concept plans, and illustrative graphics for this document and invited public comment.

2017 – Interchange completion anticipated and implementation of this plan can begin.

**Public Hearings.** The Planning Commission and Council will conduct public hearings to invite further public comment and provide their input and guidance on the final draft of this plan prior to its formal incorporation into the City's Comprehensive Plan. With approval from the City Planning Commission and City Council, this study will be incorporated into the Comprehensive Plan as an update for the area.

The Lynchburg Planning Commission voted to approve this study for incorporation into the Comprehensive Plan on May 22, 2013 after a Public Hearing on April 24, 2013; the Lynchburg City Council voted to approve this study for incorporation into the Comprehensive Plan after a Public Hearing on \_\_\_\_\_, 2013.



CHARETTE GROUP SUMMARY COMMENT MAP ILLUSTRATING STAKEHOLDER AND COMMUNITY ISSUES AND RECOMMENDATIONS



## 1.5 Companion Transportation Studies

**Interchange Justification Report (IJR) and Preliminary Design Plans.** RK&K Engineers conducted significant traffic analyses for Virginia Department of Transportation (VDOT) in late 2011 that influence the long range planning of both the Odd Fellows Road and Campbell Avenue corridors. The report makes design recommendations for the new interchange at Odd Fellows Road and US460/29, including extending Odd Fellows Road and capping the off ramps with single-lane roundabouts. The report also evaluates the interchange's impacts on adjacent roadway networks, finding that both Candler Mountain Road and Campbell Avenue will function more efficiently and safely. The project is funded from Governor's Bonds with a currently anticipated construction contract advertisement in July, 2015 and project completion in mid-2017. At the time of the Public Hearing (1/8/13), the Approved Estimate for the project is \$31,715,145.

**Access Management Study (AMS).** Engineering and Planning Resources (EPR) prepared this study for Region 2000 and the City of Lynchburg in June 2012 to provide a detailed assessment of traffic, safety and design conditions present within the Campbell Avenue corridor today, and to make recommendations for improving the safety and function of that roadway for the future. Key recommendations of the AMS include improving corridor function and safety through:

- Interim left turn lanes at unsafe intersections, particularly at Old Campbell/Kemper, Florida Avenue, and Mayflower Drive



VDOT PROJECT AREA MAP SHOWING EXTENSION OF ODD FELLOWS ROAD AND LOCATION OF NEW INTERCHANGE

- Selective driveway and curb-cut consolidation along commercial frontages, with the creation of parallel service drives connecting the rear areas of contiguous commercial frontage properties,
- Improved pedestrian facilities in the form of sidewalk improvements and the provision of safe pedestrian crossings at key intersections, especially at the Seabury Avenue and Fairview Avenue crossings serving Bass Elementary School,
- Creation of bicycle lanes along the corridor, and
- The long-range consideration of implementing a “road diet” treatment between new modern roundabouts at the existing intersections of

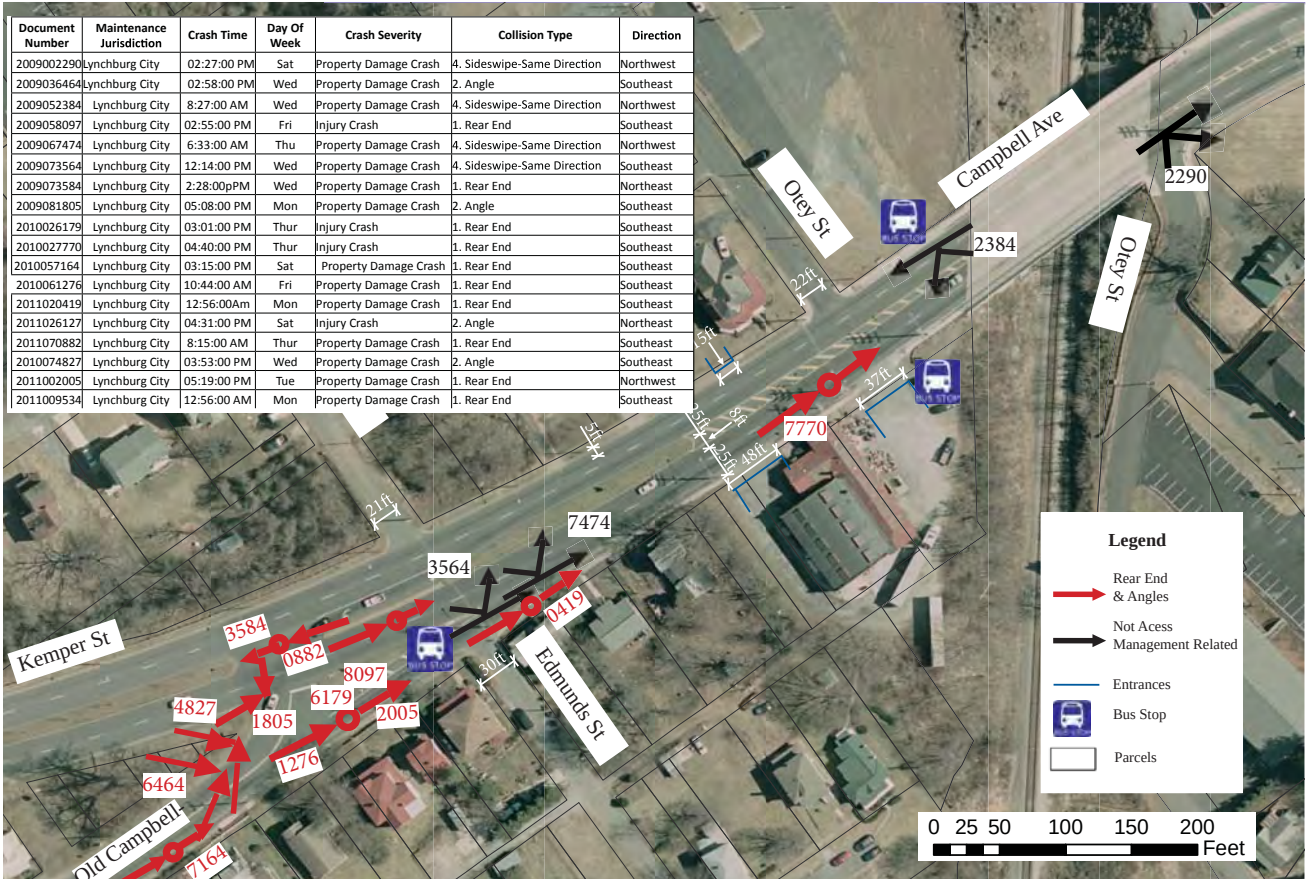
Old Campbell/Kemper and Florida Avenues. This proposed roadway configuration involves converting the currently undivided four lane roadway into three lanes made up of two travel lanes and a center left turn lane zone. The reduction of lanes allows the travelway and roadside elements to be reconfigured for new uses such as bicycle lanes, improved transit stop facilities, pedestrian crossing islands and medians with landscaped segments. The modern roundabouts provide dramatically improved safety in terms of reduced severe crashes at these key intersections, and offer the opportunity for creating imagable city and VUL gateway features within the center islands and perimeters of the roundabouts.



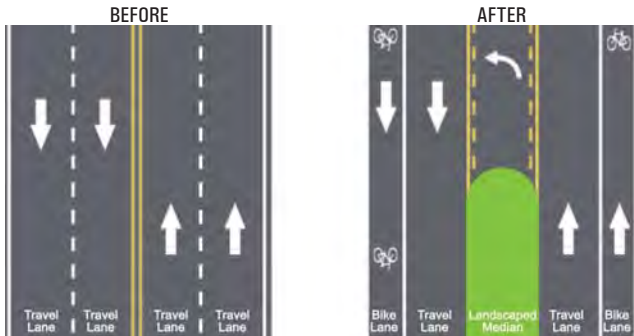
Campbell Avenue Cursory Lane Reduction

**Analysis.** Engineering Planning Resources (EPR) prepared a concept-level study for the City of Lynchburg in April 2012, testing the feasibility for a “road diet” for the Campbell Avenue Corridor based on the previous two studies and traffic projections. It found that a reduction in lanes was feasible and held numerous benefits for Campbell Avenue. Key findings include:

- Under signalized intersection scenarios, the key intersections (at Florida Avenue, Kemper/Old Campbell, and Mayflower Drive) will experience added congestion, but with no excessive queuing or failing levels of service. Further study by EPR found that roundabouts are feasible alternatives to signalized intersections on Campbell Avenue and improve traffic flow.
- The road diet allows for the construction of turn lanes, medians and bicycle lanes along the corridor.
- Careful consideration should be given to the location of turn lanes allowed on Campbell Avenue, since the intersecting street grid presents numerous opportunities for turning movements.
- Prior to beginning the design and construction phase of any lane reduction/road diet project(s), a more in depth traffic study must be performed to examine the street segments and major intersections along the impacted area in order to identify alternative roadway configurations and to examine potential impacts to adjacent circulation networks and private property access. This study should include a public involvement element to gather input on the study analyses and concepts from key corridor stakeholders and the general public.



RED ARROWS SHOW VEHICULAR CRASHES AT THE INTERSECTION OF CAMPBELL AVENUE/OLD CAMPBELL AVENUE AND KEMPER STREET (EPR’S ACCESS MANAGEMENT STUDY)



A ROAD DIET ON CAMPBELL AVENUE WOULD REDUCE THE NUMBER OF VEHICULAR TRAVEL LANES AND ALLOCATE ROADWAY SPACE FOR BIKE LANES AND TURNING LANES/GREEN MEDIAN



EXAMPLE OF MODERN ROUNDABOUT



## 2.0 Existing Conditions

Plan recommendations in later chapters are grounded by the existing conditions of the area today, summarized in this chapter. The study team conducted site reconnaissance, document review, and detailed mapping analysis (using GIS), with a focus on the two primary corridors to help inform their recommendations along with vital community and stakeholder input. They approached the study from two levels—the concept level, addressing area-wide and corridor-specific land use and transportation issues, and then at a more detailed, master plan level with specific design recommendations for the two corridors. This section looks at both the area-wide issues with circulation, land use, and zoning, and the specific conditions and character of the individual corridors.

### 2.1 Character

**Study Area Conditions.** The area covered in this plan encompasses a broad array of land uses and conditions—established residential neighborhoods, neighborhood serving commercial areas, industrial use, and new educational expansion from nearby Liberty University all coexist within close proximity of each other. Campbell Avenue and Odd Fellows Road provide the primary movement within and through the district. These roads are classified by VDOT standards as “urban minor arterials,” placing them on a secondary level, with medium length trips and mobility, and serving both uses directly adjacent to their path and carrying travelers to nearby destinations. Although Campbell and Odd Fellows maintain the same classification and functionality,



TYPICAL RESIDENTIAL SEGMENT OF CAMPBELL AVENUE



TYPICAL COMMERCIAL SEGMENT OF CAMPBELL AVENUE



TYPICAL COMMERCIAL SEGMENT OF ODD FELLOWS ROAD



TYPICAL INDUSTRIAL SEGMENT OF ODD FELLOWS ROAD

the character of each differs significantly and demand individual treatments in the recommendations outlined in chapters 3-5.

On the page below is a map illustrating some of the key conditions found within the study area.









FOUR WIDE TRAVEL LANES ON CAMPBELL AVENUE



FAIRVIEW SQUARE STATION SHOPPING CENTER



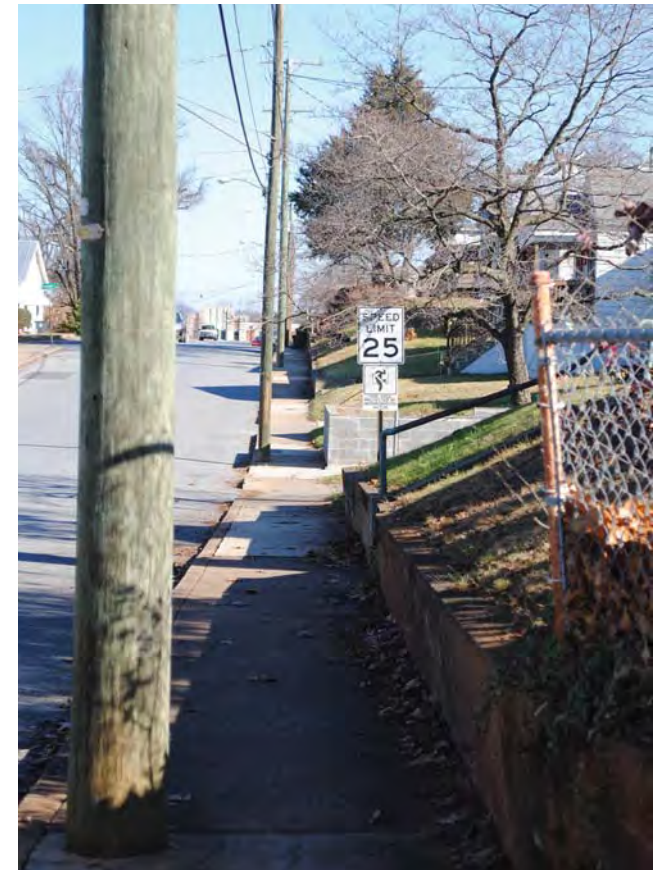
SIDWALK ON CAMPBELL AVENUE OFTEN LACKS BUFFERS AND CROSSWALKS



CROSSWALK ON CAMPBELL AT SEABURY AVENUE



WILLIAM MARVIN BASS ELEMENTARY SCHOOL



SIDWALK ON SEABURY AVENUE APPROACHING BASS ELEMENTARY SCHOOL



PASSING VUL CAMPUS AND APPROACHING INTERSECTION WITH KEMPER STREET AND OLD CAMPBELL AVENUE



HISTORIC HUMBLER HALL ON THE VUL CAMPUS



**Campbell Avenue.** The Campbell Avenue corridor is a traditional city gateway which has been widened over the years to its current four-lane configuration (two in each direction) in order to carry increased traffic volumes into and out of the city. As an older street, Campbell Avenue serves a wide variety of adjacent land uses, including residences, businesses, institutions and industry. The gradual widening of the street led to higher speeds, a greater volume of traffic, and issues with safety, functionality, and community image. In particular, sidewalks are narrow, discontinuous, and there is limited area behind the curbs for streetscape amenities. Pedestrian safety both walking along the corridor and crossing at limited opportunities with minimal provisions is a real concern. The old alignment of Campbell Avenue from the city core was altered by the extension of Kemper Street from the Expressway to approximately Edmunds Street, redirecting the major flow of traffic to the interchange at the Expressway. The configuration of the Kemper Street connector with Old Campbell Avenue has created significant traffic safety issues. The Campbell Avenue corridor segment studied here is approximately 2 miles long and contains 241 acres.



INTERSECTION OF OLD CAMPBELL AVENUE WITH KEMPER STREET CONNECTOR



UNEVEN SIDEWALK WITH MULTIPLE CURBCUTS ON CAMPBELL AVENUE AT CITGO STATION



SIDEWALK APPROACHING SUTTENFIELD MEMORIAL BRIDGE



**Odd Fellows Road.** The Odd Fellows Road corridor primarily serves the First Lynchburg Industrial Park Employment Area, an established industrial/employment area containing a wide range of uses from warehouses to industrial operations to state and federal government facilities. As a two lane facility with limited pedestrian facilities and a variety of right-of-way conditions, the roadway currently provides only a basic level of service for the surrounding uses. The proposed extension of this roadway to a new interchange at US 460/29 forms a new gateway to the city, holds potential to rejuvenate the employment area, and creates a unique identity for the area it serves. This corridor segment is approximately 1.5 miles long and contains 174 acres.

**Connections.** Currently there are two roadways connecting the two corridors: Mayflower Drive and Carroll Avenue. These are older two-lane roadways with significant alignment, width, and adjoining use issues. Mayflower Drive, the more heavily used connector, currently crosses an active rail line at-grade and carries truck traffic between the corridors. On the north side of the railway crossing, it connects to Campbell Avenue through a single family residential neighborhood. Mayflower Drive also provides a needed connection from the Odd Fellows corridor to Candler's Mountain Road, with its major commercial uses, and to the Liberty University campus. Both Mayflower and Carroll Avenue have wandering alignments, vertically and horizontally, providing an inefficient and circuitous route between the two corridors. Other significant roads within the study area include Murray Place and Albert Lankford Drive. Albert Lankford Drive is a spur from Carroll Avenue to Odd Fellows Road and holds enormous economic development potential. Murray Place is a dead end, wide industrial roadway, serving large scale



INTERSECTION OF ODD FELLOWS ROAD AND MAYFLOWER DRIVE

industrial uses with a rural shoulder treatment. It extends south from Odd Fellows Road and dead ends at the Norfolk & Southern Railway line. A second piece extends north from Candler's Mountain Road and stops on the southern side of that railway line.

**Topography.** Lynchburg's characteristic rolling hills affected the development of this area. The two primary corridors sit on the ridgelines and are separated by significant stream valleys defined by steep slopes. These valleys are barriers to completing an urban street grid and result in discontinuous streets along both major corridors. The valleys however, offer an opportunity: a long-range greenway trail system, making this a valuable asset.

**Gateways.** With the new Odd Fellows Road interchange, both corridors will serve as important gateways to the larger city. Campbell Avenue's gateway is that of an established residential neighborhood while Odd Fellows Road's is a significant employment area for the region.



ODD FELLOWS ROAD STREET FRONTAGE AT DMV PARKING LOT





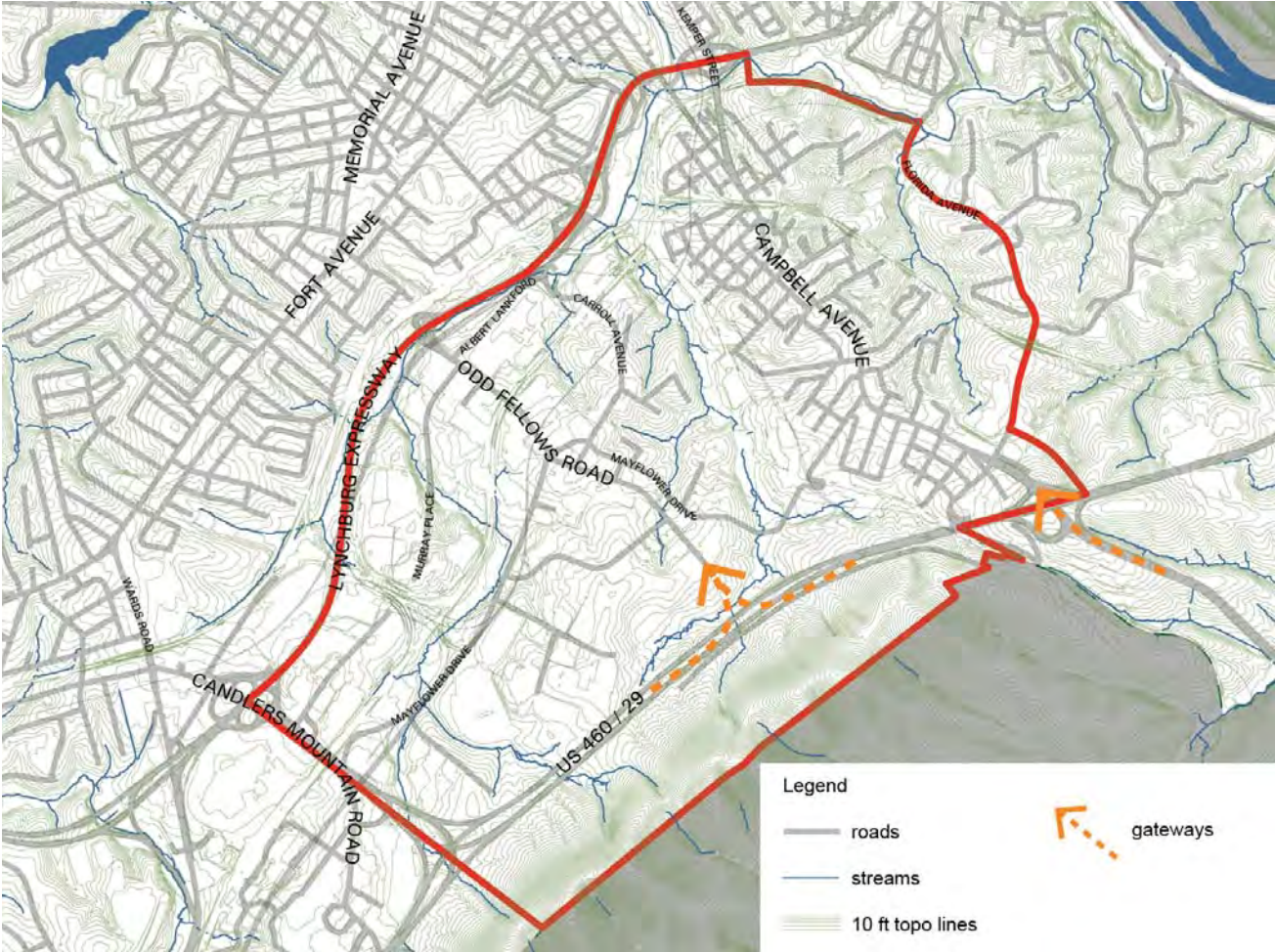
LYNCHBURG SHELTERED INDUSTRIES, A TYPICAL INDUSTRIAL USE IN THE ODD FELLOWS ROAD AREA



AT GRADE RAILROAD CROSSING ON MAYFLOWER DRIVE



TYPICAL VIEW ON MAYFLOWER DRIVE



STREETS IN THE STUDY AREA TEND TO SIT ON RIDGES LENDING TO GOOD MOUNTAIN VIEWS, BUT THEIR CONNECTIVITY IS BROKEN BY STREAM VALLEYS

## 2.2 Land Use

The Future Land Use Map (FLUM) is a critical piece to the city's Comprehensive Plan. It helps guide decisions on how the city should grow and develop over a long period of time. Found here is an analysis of the current FLUM and Chapter 3 presents proposed changes to the FLUM.

**Campbell Avenue.** On Campbell Avenue, the future land use largely reflects the existing land use, as most land fronting on the corridor is built out. Residential and commercial land use is primarily low to medium density with a mix of older traditional buildings close to the street and newer buildings in a suburban style, set back from the street. Most commercial use on the corridor occurs in small pockets with neighborhood and community-level services, building type is both small infill and strip commercial. Fairview Square Station is the only shopping center within the study area, located just north of Campbell Avenue, on Florida Avenue. Expanded commercial development is planned for the vacant lands surrounding the shopping center. The primary institutional uses within the corridor are the Virginia University-Lynchburg (VUL), Bass Elementary, Fairview Heights Community Center, Younger Park and a number of churches, all scattered along Campbell Avenue.

**Odd Fellows Road.** Odd Fellows Road serves a large employment (industrial/warehouse) area, including the First Lynchburg Industrial Park, and an area of commercial use with hotels, restaurants, and office uses near its interchange on the Expressway. Public governmental uses along the corridor include offices and service centers for the United States Postal Service (USPS), Virginia Department of Motor Vehicles (DMV) and Virginia Employment Commission (VEC). A couple of low density residential areas are scattered along Mayflower Drive and Carroll Avenue. The FLUM indicates for the area a predominantly employment use, although some planned commercial use areas reflect existing commercial use along Odd Fellows Road at the Expressway and on Candler's Mountain Road at Murray Place. On Liberty University property east of US 460/29, the current FLUM calls for predominantly resource conservation uses, along with some low density residential and institutional uses.







## 2.3 Zoning

### Zones Found in the Campbell Avenue Corridor:

“B-1” (Limited Business): Located in areas limited to frontage on the west side of the corridor from Valley Fasteners to Kent Street, and on the east side of Powhatan Street between Texas and Georgia Avenues.

“B-2” (Local Neighborhood Business): Located on the north side of the corridor between Easley Avenue and the Suttentfield Bridge.

“B-3” (Community Business): Prevalent at a number of locations along the corridor, including the intersection of Campbell and Florida Avenues, around the Mayflower Drive and Maryland Avenue intersections, and isolated locations along the frontage.

“B-5” (General Business): Occurs primarily at the intersection of Campbell and Florida Avenues, and extends along the corridor’s east side to Texas Avenue.

“I-2” (Light Industrial): In this instance, the current land use does not reflect the existing zoning designation. An area of I-2 zoning is present along the railroad right-of-way at the north end of the corridor. One sub-area occurs on both sides of old Campbell Avenue between Garfield and Tazewell Avenues; this area is subdivided into small residential lots and features some scattered residences. The other, larger sub-area, extends from the Tazewell Avenue right-of-way eastward across Kemper Street to the Lodge Street alignment extended to the railroad tracks. This area is undeveloped.

“R-2” (Low-Medium Density Single Family Residential): Only a small area of R-2 zoning is present within the study area; it is located along Gilmore Circle, a built-out single family neighborhood.

“R-3” (Medium Density Two-Family Residential): This is the predominant residential zoning along the Campbell corridor and within the study area generally. The developed areas with this designation feature single family detached dwellings.

“R-4” (Medium-High Density Multi-Family Residential): Only a small area of R-4 zoning is present within the study area; it is located between old Campbell Avenue and Kemper Street south of the Expressway.

The main campus of Virginia University-Lynchburg (VUL) is designated as a local historic overlay zone known as the Virginia University of Lynchburg Historic District. The current zoning for the properties within the district is R-3 (Medium Density Two-Family Residential) is not altered by the historic district designation.

### Zones found in the Odd Fellows Road Corridor:

“B-3” (Community Business): This zoning designation is limited to a single parcel on the east side of the corridor just north of the intersecting railroad right-of-way.

“B-5” (General Business): This zoning occurs on both sides of the corridor at Albert Lankford Drive, Murray Place and Harris Lane; existing development within this district includes hotel, restaurant

and general business uses. Two smaller areas of B-5 zoning exists on the east side of the corridor between the Mayflower Drive and Carroll Avenue intersections, and at the Murray Place intersection with Candler’s Mountain road.

“I-2” (Light Industrial): I-2 zoning occurs in a broad swath along the east side of the corridor between Albert Lankford Drive and a stream valley just north of Avalon Road. A single parcel at the interchange between Candler’s Mountain Road and the US 460/29 bypass is also designated I-2.

“I-3” (Heavy Industrial): By far this is the most prevalent zoning within the Odd Fellows Road corridor, extending from the railroad paralleling the east side of the corridor to Candler’s Mountain Road. Existing development within this zone varies from large industrial operations along Murray Place to moderately large industries along the Mayflower Drive and Odd Fellows Road corridors, including the area known as the First Lynchburg Industrial Park. Significant undeveloped parcels also exist within this part of the study area.

Zoning for Liberty University land east of US40/29 consists of R-C (Conservation), R-2 (Low-Medium Density Single-Family Residential), and B-3 (Community Business). The newly created I-2 Institutional Zoning may be applied in the future.





Graphic Key

Conditional Use Permit

Zoning Variance

Zoning

B-1 = Limited Business

B-2 = Local Neighborhood Business

B-3 = Community Business

B-4 = Central Business

B-5 = General Business

B-6 = Forward Business

I-1 = Restricted Industrial

I-2 = Light Industrial

I-3 = Heavy Industrial

R-1 = Low Density Single-Family Residential

R-2 = Low-Medium Density Single-Family Residential

R-3 = Medium Density Two-Family Residential

R-4 = Medium-High Density Multi-Family Residential

R-5 = High Density Multi-Family Residential

R-6 = Conservation

## Existing Zoning

Land Use &  
Corridor Master Plan Study

**Campbell Avenue  
& Odd Fellows Road Area**

Department of Community Development  
Department of Economic Development

Mapping by GIS Division  
Information Technology Department

**symoetica**  
www.symoetica.net

Date: October 20, 2011 195 Virginia State Plane State (feet)

Scale: 1" = 500'

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## 3.0 Area-Wide Plan

This chapter presents feedback collected from two public meetings during this plan's development and then proposes recommendations that address or build upon that important public input. These area-wide recommendations apply a holistic approach to achieving the vision on page 6 of this plan. Looking at the broad, "big picture," also sets the appropriate context for the more detailed master plans in Chapters 4 and 5.

### 3.1 Stakeholder & Public Input

Input from key stakeholders and the wider community directly influenced the goals and recommendations made in this plan. Below are comments gathered from the two public meetings specifically held for this plan (meeting details can be found Chapter 1.4)

**November 15, 2011, Public Charette at the City Information Technology Building.** Attendees were divided into small groups to brainstorm ideas and discuss issues

#### Group 1

1. Odd Fellows Road interchange will open economic development; however, an introduction of a service road is essential (Campbell to Candler Mountain Road – north side).
2. Extend Mayflower Drive through to John Capron Road and add connection near Quarles along Mayflower to protect residences.
3. Provide bike lanes along Campbell Avenue.
4. Improve access for land development along both sides of US 460.
5. Create a gateway atmosphere along Campbell Avenue and improve pedestrian access to allow connectivity (e.g. school crossings).
6. Provide a timeline, right-of-way needs, and impact to business for the Odd Fellows Road interchange

#### Group 2

1. On-ramps at Odd Fellows Road/Expressway interchange need access lanes.
2. Improve Odd Fellows Road as needed for new traffic and business access.
3. New interchange is opportunity to stimulate growth in business park.
4. Sidewalks are needed along Odd Fellows Road, due to student foot traffic.
5. Opportunity for new civic center with interchange access.

#### Group 3

1. Odd Fellows Road should feature 4-lanes with center turn lane.
2. Move interchange further west on US 460 (Extending John Capron Road --- simpler access point, closer to industry).
3. Need stoplights at Albert Lankford and Bradley.
4. Need sidewalks ("Complete Streets"), but no bicycles on Odd Fellows to Expressway and Mayflower to Candler Mountain Road.
5. Thorough corridor impact study --- cut-through traffic & environmental issues.

#### Group 4

1. Lessens congestion on Mayflower Drive and Candler Mountain Road.
2. New business development opportunities.
3. Concern over access to existing businesses.
4. Create a more "community-feel" along Campbell. Slow traffic. Stabilize businesses.
5. More options for travel.

**January 10, 2013 Public Forum at Bass Elementary School.** Comments were gathered from the whole audience based on different facets of the plan discussed in the presentation. Responses to the comments can be found in parentheses immediately following the comment.

### **Corridor Design:**

- In regard to the timing of potential improvements, the City study team stated that the Odd Fellows Road interchange will be constructed first, then Campbell Avenue improvement design and construction will be undertaken in phases.
- Campbell Avenue was the “forgotten gateway” into the city.
- What type of trees? No Bradford Pears. (The City’s arborist and horticulturalist will provide guidance on the selection of street tree and median plant selections).
- What about power lines? Will you underground? Look at underground lines crossing street. (Overhead electric power and communications lines will be consolidated on one side of the street on higher poles; minor service lines crossing the street will be consolidated and placed underground as is feasible).
- Distance of connector road to existing residences. Noise? (The current alignment of the proposed corridor connector road linking Campbell Avenue to Odd Fellows Road is conceptual; the final alignment will be determined at the time of preliminary and final roadway design. At that time, the impacts on surrounding properties will be evaluated and the roadway design will be refined to minimize those impacts).

### **Transportation/Traffic/Transit:**

- Residential access right in/out. (Where a median is proposed on Campbell Avenue during the design

phase, selected frontage parcels will feature right-in/right out vehicle movements).

- New parallel to 460 is very important and should be a priority. (This comment refers to the proposed corridor connector road linking Campbell Avenue to Odd Fellows Road).
- Are we considering new signals? (Signalization needs will be reevaluated during roadway design; proposed roundabouts at Florida Avenue and Edmunds Street will not require signalization. The current corridor master plan does not call for the removal of the existing traffic signals at Mayflower Drive, Fairview Avenue, Seabury Avenue or Mosby Avenue).
- Consider how side street left turns are made. (Dedicated left turn lanes will be provided according to the corridor master plan, but the specific locations and designs will be developed during the roadway improvements design phase).
- What is a “two-step” turn opportunity? (Under the road diet concept, the center turn lane (zone) allows a person to make a safer “two-step” left turn at a number of locations along the corridor. You would pull left out of your driveway and stop in the (safe) center turn lane, then complete the “two-step” left turn movement by entering the (left-bound) travel lane).

### **Land Use/Overall Plan:**

- Why now? (The City’s comprehensive plan calls for study of Campbell Avenue as a gateway to the City; the advent of a new interchange at Odd Fellows Road and US 460/29 creates the need for the update of the comprehensive plan for that corridor as well. The proximity of the two corridors requires an update of the comprehensive plan for the broader area containing these two important corridors).
- Do connector road before Campbell Avenue road

diet? How funded? (The current approach for the timing of the connector road is for construction after the Odd Fellows Road interchange and attendant roadway improvements and after the construction of a modern roundabout at Florida Avenue).

- Implementation schedule! (The implementation priorities will be developed as part of the final study report).
- Plan is great. Construction into area. (Construction of improvements will be completed in phases per the implementation strategy; construction impacts will be mitigated as part of the design and engineering effort for each phase).
- Residential conservation area – what is it? (The residential conservation area is an overlay zone atop existing established residential enclaves within the Odd Fellows Road corridor; the intent is to mitigate negative impacts of roadway development on those enclaves).
- Very informative.

### **Safe Routes to School:**

- Kids are so small – visibility. (Major crosswalk and sidewalk improvements proposed for safe pedestrian access to Bass Elementary School will be designed to accommodate school children; visibility of the crossings will be a primary criterion for these improvements).

### 3.2 Concept Plan

The proposed VDOT interchange at Odd Fellows Road and US 460/29 makes other improvements both necessary and possible. The area will see new growth and different travel patterns in the future. Odd Fellows Road will see major upgrading, while Campbell Avenue has the unique potential for a “road diet,” described more in depth in Chapter 4. In addition to existing conditions, other area wide issues include:

- connectivity and accessibility of all transit modes
- an aging, underutilized employment area
- current broad direction prescribed for this area’s growth
- image of two key city gateways and traditional neighborhoods.

The concept plan, Future Land Use Map (FLUM), and transportation plan in the following pages tackle these issues by:

- Enhancing connectivity for all transportation modes, including pedestrian, bicycle, vehicle (cars & trucks) and bus transit specifically with:
  - New and improved sidewalks, pedestrian crossings, bicycle lanes, multi-use facilities, and greenway trails
  - Enhanced public transportation facilities
  - New roadway linkages, both enhancing connectivity and opening up new parcels for employment use
- Installing roundabouts, both easing the flow of traffic and creating key moments along the corridor with placemaking potential
- Making the area attractive and creating an identity that will attract employment uses such as advanced manufacturing / distribution

- Identifying opportunities for rail service to industrial parcels
- Refining the FLUM, discussed in Chapter 2, and proposing new mixed-use development at potential small infill sites and larger areas for walkable mixed-use cluster areas
- Providing special roadway and landscape elements which act as amenities in improving the city gateway image of both key corridors
- Creating a new community streetscape, park and/or recreational facilities as public amenities.

**Roundabouts.** The plan proposes a total of six modern roundabouts throughout the area that improve intersection safety, ease the flow of traffic, and create key moments along the corridors with placemaking potential. *All roundabouts will accommodate large trucks as well as standard automobiles, by providing a central “truck apron.” The truck apron will surround the center island and be differentiated from the automobile travelway by both a slightly higher elevation (lip) and a distinctively colored concrete surface.* Automobiles and smaller trucks will use the defined (asphalt) circular travel lane surrounding the truck apron. Larger trucks will be able to mount the apron and easily navigate the roundabout. More information on each of the proposed roundabouts can be found in chapters 4 and 5.

**Gateways.** Campbell Avenue is a traditional entrance to the city from the east, but over years of treatment as solely a vehicular corridor, has developed the need for a facelift. Both the proposed road diet and roundabouts provide opportunities to improve the image of the corridor and the city as a whole. Likewise, Odd Fellows Road is on the verge of being a new eastern entrance to the city and major access point for businesses. It will have similar opportunities to brand itself as a new major employment use gateway.

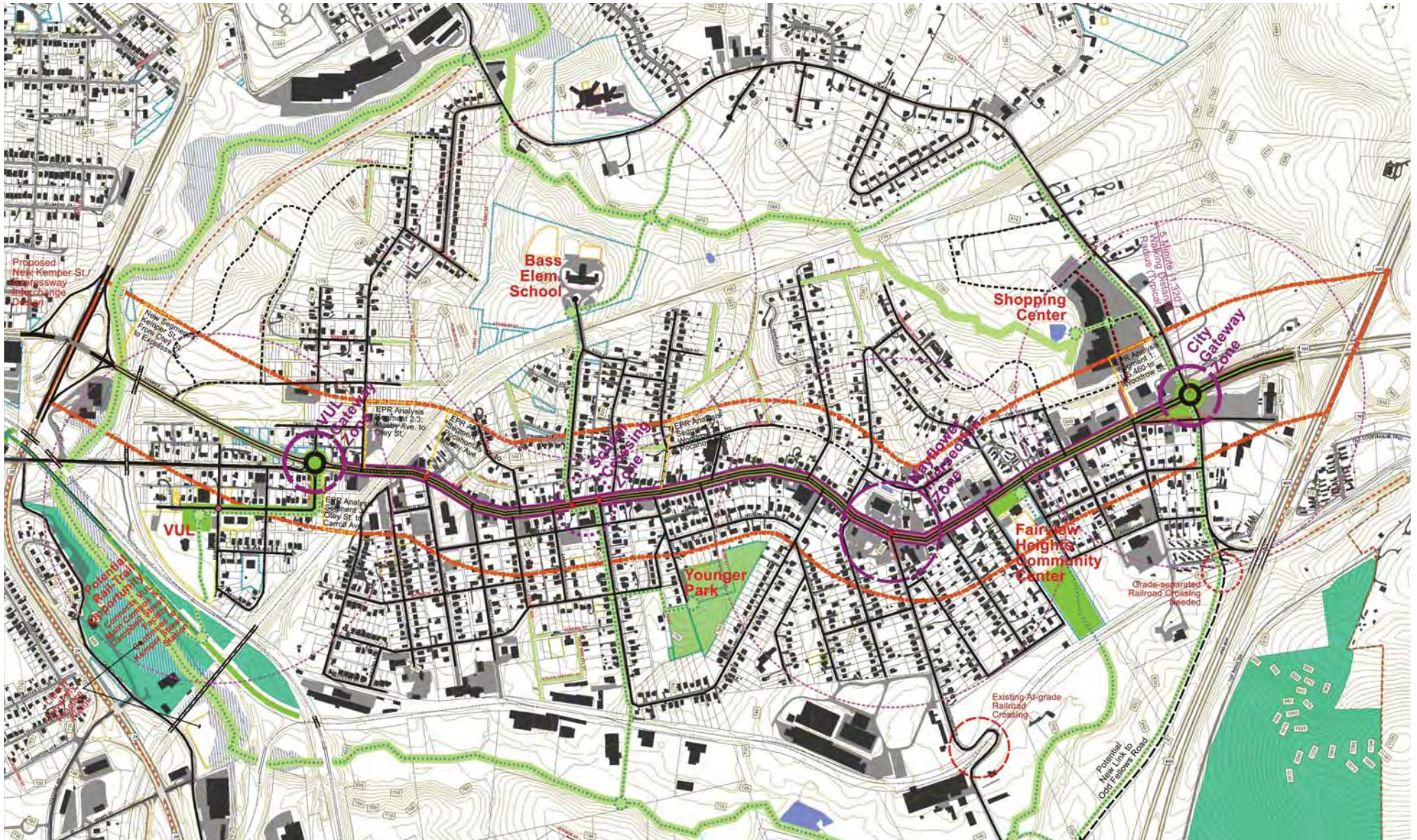
**Extended Road Network.** Dashed black lines on the concept plan mark a potential extended road network that would disperse traffic over a large street grid and open up new parcels for industrial development. Within this extended network is a new connector street, with integrated pedestrian/bicycle facilities, proposed parallel to the US 460/29 corridor. This new connector extends from the proposed Florida Avenue roundabout on Campbell Avenue to a realigned John Capron Road at a proposed roundabout on the extended Odd Fellows Road, relieving Mayflower Drive of heavy use and opening up new parcels for development.

Page 27 shows the full Concept Plan and pages 28 and 29 show closer looks at Campbell Avenue and Odd Fellows Road.



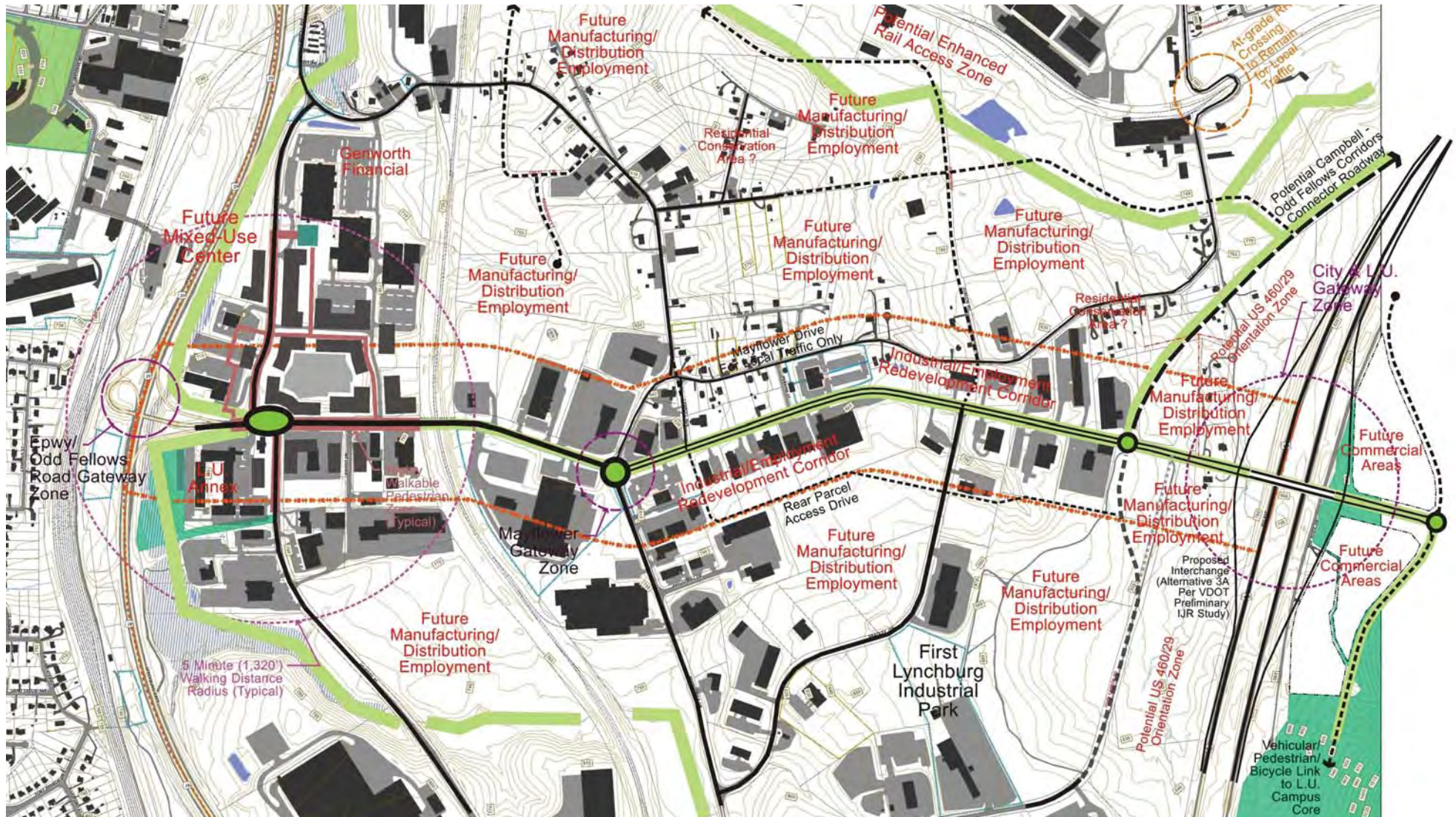






3.1 ZOOM IN OF CONCEPT PLAN AT CAMPBELL AVENUE





3.2 ZOOM IN OF CONCEPT PLAN AT ODD FELLOWS ROAD



### 3.3 Future Land Use Map (FLUM)

The FLUM helps guide public and private development throughout the city and is the basis for rezoning and conditional use permit recommendations. The following section proposes refinements to the existing FLUM from Comprehensive Plan, found in Chapter 2.2 of this document.

**Mixed-Use Development.** The proposed changes to the FLUM center around promoting mixed use development with a new future land use designation and applying it in two different forms—1) large mixed-use centers and 2) smaller scale, integrated into the existing commercial fabric along Campbell Avenue. Mixed-use designation allows a parcel of land to be used for multiple purposes within the same building or area. Often residential use is held in the upper floors of buildings, while the first floor is used for retail or offices. It is an efficient use of land and promotes walkable, healthy, active communities. New Urbanist and neo-traditional design principles should be applied to these areas, generally shaping buildings as close to the street with parking in the rear and generating highly walkable areas with enhanced sidewalks and crosswalks.

**Major Centers.** The map below highlights two major mixed-use/TND centers—one at Campbell Avenue and Florida Avenue (the current Fairview Square Station shopping center), and the other at the intersection of Odd Fellows Road and Albert Lankford/Murray Place, encompassing the Liberty University Annex and the Genworth Financial campus. Complementing the exiting uses, commercial, office, residential, and institutional use infill are all recommended for these major centers of mixed use.

**Infill.** Areas along Campbell Avenue currently zoned B-1 “Limited Business,” B-3 “Community Business” and B-5 “General Business” should be designated for mixed use on the FLUM. This designation will help shape the businesses along Campbell Avenue and encourage walkable design complementary to the streetscape improvements.

**Employment Land Use.** The new interchange and potential new street grid will strengthen the First Lynchburg Industrial Park. New employment uses for the area should be encouraged, including advanced manufacturing / distribution.

**Community Commercial Area at New Interchange.** New land opened for development by the extension of Odd Fellows Road should be designated as “Community Commercial” on the Future Land Use Map to encourage commercial use for both highway services and potentially students on a new piece of Liberty University’s campus. Uses could include gas stations, hotels, and restaurants.

**Neighborhoods Zoned Industrial.** Some established neighborhoods in the Odd Fellows Road area are currently zoned for industrial use. These areas should be considered for “Traditional Residential” designation when the FLUM is revised as part of the Comprehensive Plan update currently underway.



EXAMPLE OF A MIXED USE CENTER



SKETCH OF HOW MIXED USE INFILL CAN FIT WITHIN EXISTING BUSINESSES AT CAMPBELL AVENUE AND MAYFLOWER DRIVE







### 3.4 Pedestrian, Bicycle, & Transportation Plan

The vision statement on page 6 specifically emphasizes multimodality and calls for the efficient, safe, and enjoyable use of the area by all travel modes: foot, bike, transit, truck or car. The following area-wide recommendations outline vital changes needed to achieve the vision.

**Pedestrian Facilities.** Streetscaping and roadway design efforts all contain new and improved sidewalks with street trees, more visible crosswalks, and new pedestrian signalization to help improve walkability and the overall pedestrian experience of the area. Improved bicycle and transit facilities below also encourage pedestrians and multimodal travel.

**Bicycle Facilities.** The Bicycle/Pedestrian Plan contains a system of on and off-road facilities to encourage biking. Both corridors incorporate bicycle facilities into their design—Campbell Avenue can accommodate bike lanes with its road diet, but as Odd Fellows Road will handle major truck traffic, a separated, shared use path along its southern side avoids any conflict. Other road facilities include sharrows (example page 39) for Murray Place and Albert Lankford, where bikes share the road with vehicles, and a continuation of the shared use path on the new connector roadway to Campbell Avenue and on Top Ridge Road, connecting to Liberty University's main campus. The greenway trail system provides further bike facilities.

**Greenway Trail System.** The greenway trail system provides a non-vehicular travel network for bikers and pedestrians throughout the study area for both recreation and transportation. These greenways lie in the FLUM's "resource conservation areas" along the area's stream valleys, and on abandoned railroad right-of-way. The system also has extensions to key community destinations, such as the Kemper Street Amtrak Station, and the bike and sidewalk facilities on the two corridors, tying the greenways to the larger transportation system and network of Complete Streets.

**Bus Turn-outs.** With the help of the Greater Lynchburg Transit Company (GLTC) and Region2000, seven major transit stop zones along the corridors were identified by mapping ridership data and existing GLTC and Liberty University bus routes. Each major bus transit stop should contain bus turn out lanes to avoid disrupting traffic and transit shelters to accommodate and encourage a higher volume of riders at these areas. Turn-out lanes are feasible within both corridors' proposed roadway designs, and the stops are spaced at increments no less than 1500 feet, per GLTC spacing standards. Additionally, numerous small transit stops are located at convenient locations between major stops. The major transit stops are identified in the map below with a bus icon, while minor stops are identified with a circle along the existing bus routes.

**New Transit Routes.** Currently the study area is served by three primary bus transit routes: Campbell Avenue is served by GLTC Route 2, while the Odd Fellows Road area is served by GLTC Route 9. In conjunction with GLTC, Liberty University also provides bus service linking the Liberty University student housing complex on Odd Fellows Road to the main campus with a route along Odd Fellows Road, Mayflower Drive and the Expressway. The new interchange at Odd Fellows Road and US 460/29 creates an opportunity for a future transit link along Odd Fellows Road extended to the main Liberty University Campus. The proposed new corridor connector road can also provide a future bus transit route linking the Campbell Avenue and Odd Fellows Road corridors.



EXAMPLE OF BUS TURN-OUT, WHERE BUSES DO NOT BLOCK THE FLOW OF TRAFFIC WHILE LOADING PASSENGERS







## 4.0 Campbell Avenue Master Plan

This chapter presents a more detailed look at how Campbell Avenue should transform over time. Once the new interchange at Odd Fellows Road and US 460/29 and the Odd Fellows Road improvements are completed, Campbell Avenue can begin making its transformation. The proposed road diet and streetscaping described here will revive a community and encourage new investment. The master plan, illustrations, and images shown in this chapter give a progressive blueprint for Campbell Avenue to follow and grow into.

### 4.1 Road Diet & Master Plan Components

The transportation studies in Chapter 1.5 found that the new Odd Fellows Road interchange will reduce traffic on Campbell Avenue. The “road diet” described on page 13 calls to reduce Campbell Avenue from two vehicular travel lanes in each direction down to one in each direction with a center turn lane and potential right turn lanes where further study shows they are warranted. Maintaining unnecessary travel lanes is impractical, especially when vacating lanes presents a unique opportunity to transform Campbell Avenue into the kind of place described in the vision on page 6. The reclaimed space can be rededicated for wider sidewalks, transit facilities, street trees, bike lanes, and a center median. In addition to being able to rededicate space for new uses, road diets dramatically improve vehicular safety by reducing the number of rear-end and side-swipe crashes, improving speed limit compliance, thus decreasing crash severity. Pedestrians and cyclists



SKETCH ILLUSTRATING HOW CAMPBELL AVENUE COULD TRANSFORM INTO A STREET THAT SERVES BOTH A NEIGHBORHOOD AND CITY

also have increased safety benefits from the reduction in vehicular speed and the provision of their new facilities described in this chapter.

**Center Median and Turning Lane.** The new road configuration allows for a turning lane at key intersections with high levels of left turns and for a landscaped median when the turning lane is unnecessary. The median provides a number of benefits: it offers a refuge area for pedestrians crossing Campbell Avenue, helps calm traffic through an area of largely residential and neighborhood retail use, and adds an aesthetic appeal with the increased vegetation.

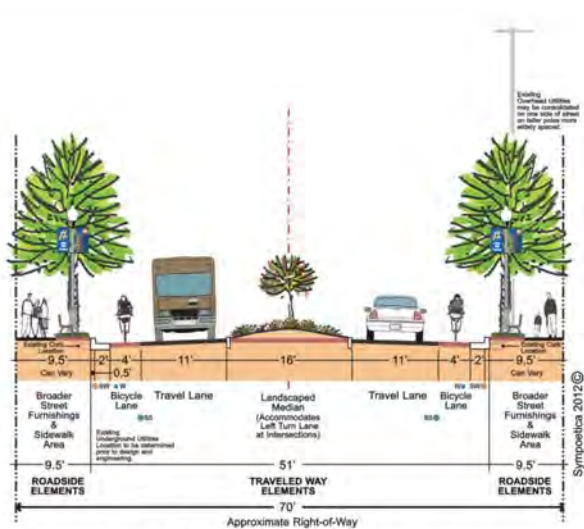
**Right of Way.** Campbell Avenue contains varying amounts of public right-of-way in which the road diet and other improvements can be constructed. The three scenarios below cover how the plan recommendations should be handled within existing right-of-way.



EXAMPLE OF POSSIBLE MEDIAN/TURNING LANE DIVIDER FROM CHARLOTTE, NC

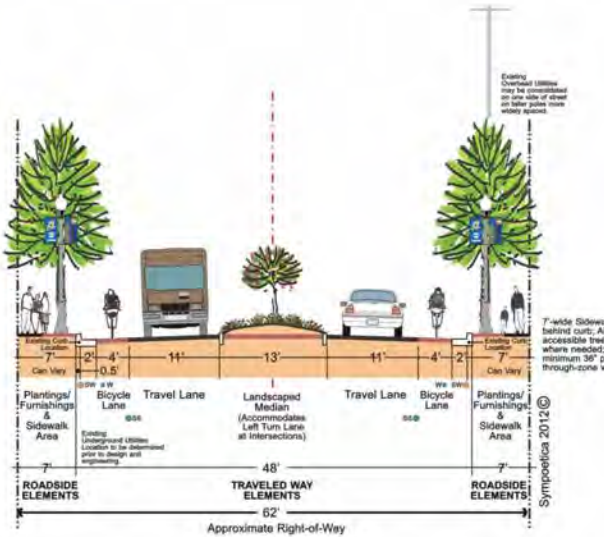


EXAMPLE OF A POSSIBLE URBAN/STRUCTURAL MEDIAN FROM BUFFALO, NY



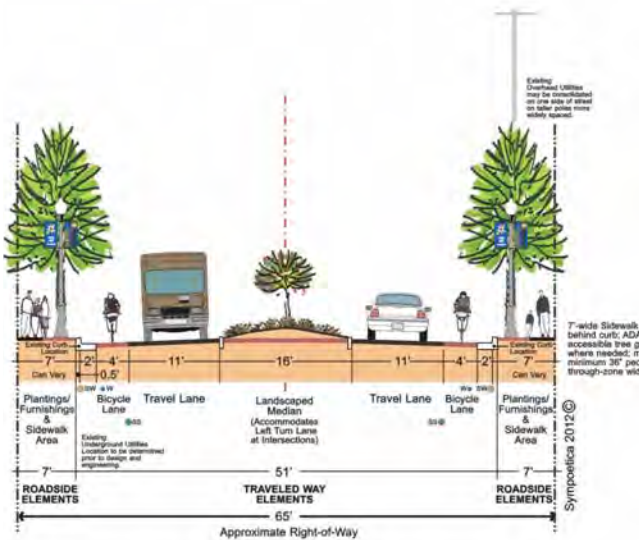
**"Road Diet" Concept Illustration**  
Campbell Avenue

Note: This graphic is for illustrative purposes only. Actual cross-sectional treatment can vary to reflect specific field conditions. All dimensions are approximate.



**Most Narrow Right-Of-Way Condition**

Note: This graphic is for illustrative purposes only. Actual cross-sectional treatment can vary to reflect specific field conditions. All dimensions are approximate.



**Narrow Right-Of-Way Condition**

Note: This graphic is for illustrative purposes only. Actual cross-sectional treatment can vary to reflect specific field conditions. All dimensions are approximate.

### Broad Right-Of-Way Condition

AVAILABLE RIGHT-OF-WAY VARIES ALONG CAMPBELL AVENUE, THESE THREE CROSS SECTIONS ILLUSTRATE HOW THE ROAD CONFIGURATION WILL VARY WITH AVAILABLE SPACE



**Roundabouts.** Specific details on roundabout design are in Chapter 3. The Campbell Avenue master plan shows two new roundabouts for the corridor:

- **City Gateway:** The Florida Avenue / Campbell Avenue intersection is a major gateway for visitors traveling into the larger city from US 460/29. A roundabout at this location provides an iconic entrance for visitors entering the city.
- **VUL Gateway:** A roundabout at Kemper Street / Old Campbell Avenue both reduces traffic conflicts at a highly dangerous intersection, and provides a gateway for Virginia University-Lynchburg (VUL). The greenspace surrounding the roundabout is an opportunity to highlight VUL's presence with an institutional lawn with great mountain views over the city.



NORTHBOUND LOOK TOWARDS THE BLUE RIDGE MOUNTAINS AT THE VUL GATEWAY ROUNDABOUT

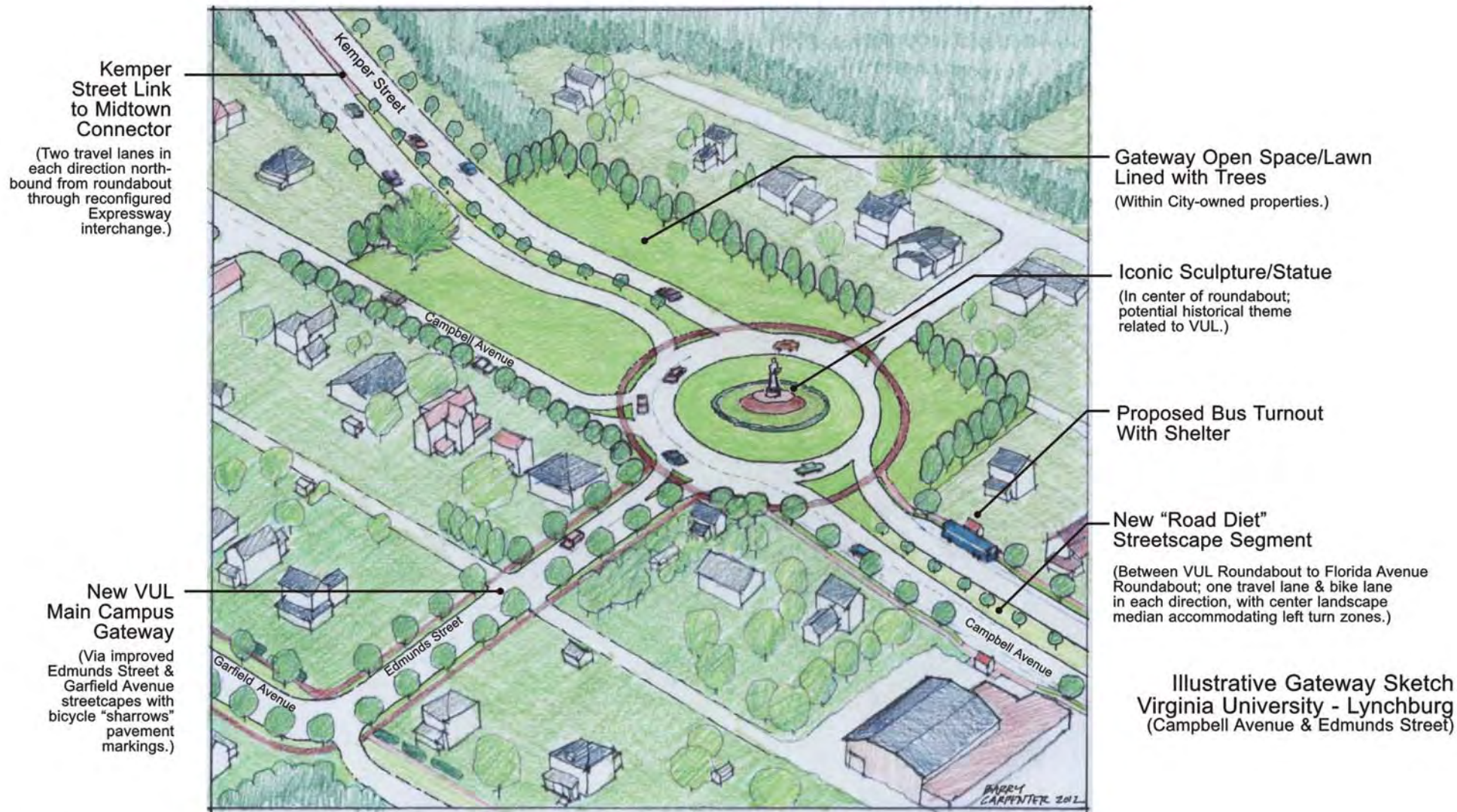


CITY GATEWAY ROUNDABOUT AT FLORIDA AVENUE



EXAMPLE OF ROUNDABOUT WITH PEDESTRIAN CONNECTIONS AND TRUCK APRON DESCRIBED IN CHAPTER 3





Note:

November 28, 2012

This is an illustrative graphic in support of land use and concept planning only. It is not intended to represent the actual final location or design of proposed roundabout and roadway improvements.

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VUL ROUNDABOUT AT EDMUNDS STREET



**Sidewalks and Crosswalks.** Current sidewalks along Campbell Avenue are narrow, deteriorating, missing crossing opportunities, and often lack a buffer placing pedestrians directly next to fast-moving traffic. This master plan dedicates space for wider sidewalks, a pedestrian buffer with street trees, and proposes new or enhanced signalized pedestrian crossings at Seabury Avenue, Fairview Avenue, and Mayflower Drive. Crosswalks would be added across all side streets, making walking along Campbell safe. Seabury and Fairview Avenue should have enhanced pedestrian connections as they lead to key existing and proposed walkable community facilities: Bass Elementary, a spur from the greenway system and Younger Park as indicated on the master plan.

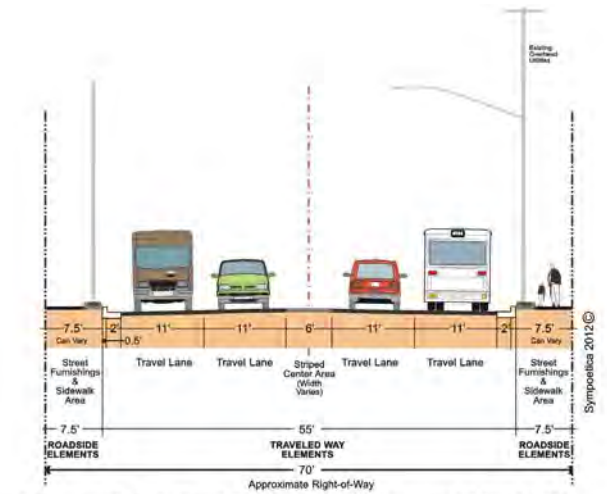
**Bike Lanes.** The master plan and illustrative cross sections show including four foot bike lanes on each side of Campbell Avenue. Bike lanes provide a healthy, cost-effective and safe option for traveling to destinations on Campbell Avenue. These lanes tie into the planned area wide greenway system and are one big step towards Complete Streets. This plan recommends a dark red colored surface for the bike lanes to clearly delineate the space for cyclists, encouraging cars not to use the space and helping cyclists feel comfortable traveling with vehicular traffic.



TYPICAL VUL GATEWAY STREETScape TREATMENT



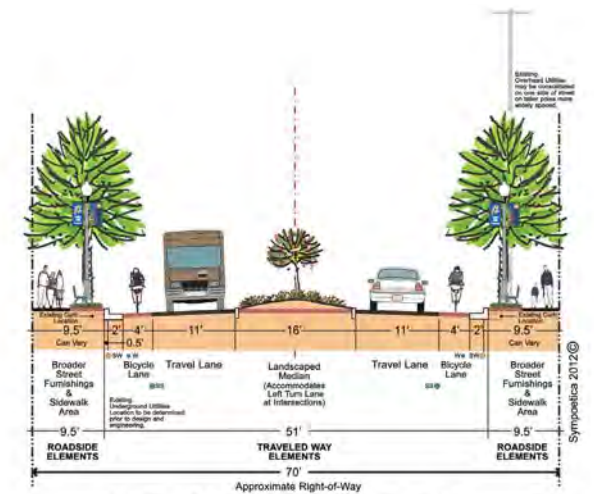
SAFE PEDESTRIAN CROSSING TREATMENT AT SEABURY AVENUE



"General Existing Conditions" Concept Illustration

Campbell Avenue

Note: This graphic is for illustrative purposes only. Actual cross-sectional treatment can vary to reflect specific field conditions. All dimensions are approximate.



"Road Diet" Concept Illustration

Campbell Avenue

Note: This graphic is for illustrative purposes only. Actual cross-sectional treatment can vary to reflect specific field conditions. All dimensions are approximate.

**Greenway Connections.** The master plan shows a number of connections from Campbell Avenue to the area-wide greenway system described in Chapter 3. Trails to the Fairview Heights Community Center, Fairview Avenue with historic Younger Park, and Bass Elementary School reach important public facilities. The plan also shows options for tying the trail system to VUL, aiding both neighborhood and student accessibility and connecting VUL buildings to each other.

**Rail-Trail Connection.** An abandoned railway line near VUL, presents an opportunity for a rail-trail, connecting Campbell Avenue to Kemper Street Station, the region's Amtrak Station, and the larger network of City trails.

**Paper Streets.** "Paper Streets" exist where the City of Lynchburg owns right-of-way, but an actual street was never constructed for a variety of reasons. A number of these exist in the Campbell Avenue area. The master plan suggests that one way to take advantage of this public asset is to create a "neighborhood street / trail connection." These could simply become trails to aid walkability in the neighborhood.

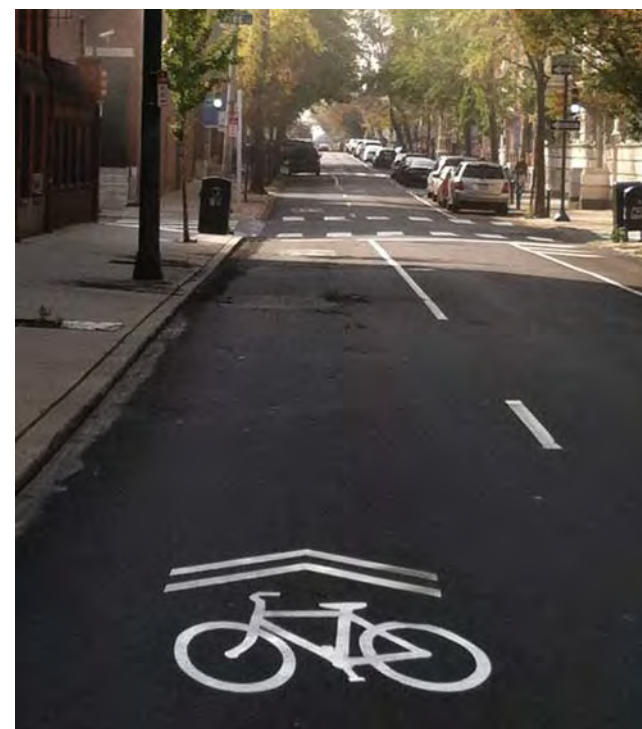
**New Neighborhood Streets.** Dashed black lines on the master plan indicate an extended neighborhood street network that will allow for new development and help vehicular connectivity, reducing demand on Campbell Avenue. These streets should continue the existing network of neighborhood streets and contain on-street parking, sidewalks, and street trees wherever possible.

**Fairview Square Station.** This area off of Florida Avenue is the site of one of the proposed mixed-use centers described in Chapter 3. The master plan suggests how infill buildings could be used on the site in a suburban retrofit and shows a new pedestrian/bicycle link from Campbell Avenue at Woodrow Street. The greenway system could tie in at this point and extending the street grid here would open existing commercially-zoned land for new development.

**Infill.** Buildings shown in orange on the master plan illustrate how and where new mixed use buildings can be used on the corridor. New buildings should be located close to the street with parking in the rear of the building and located at intersections and where the enhanced transit stops are located.



FORMER RAILWAY LAND IS OFTEN CONVERTED TO TRAILS AS WAS DONE WITH THE BLACKWATER CREEK TRAIL IN LYNCHBURG

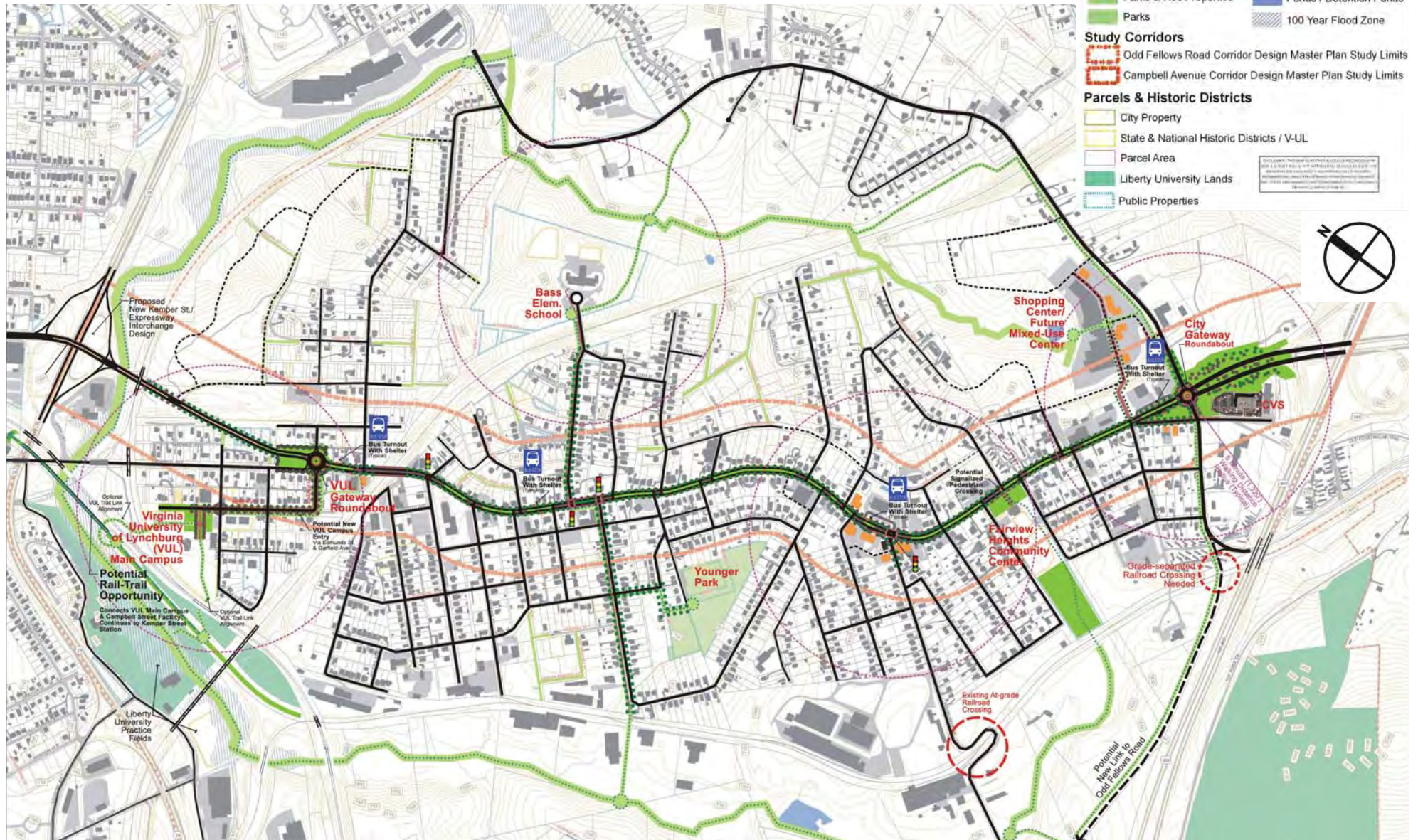


A SHARROW CONTAINS THE ABOVE PAVEMENT MARKING, ASKING VEHICLES AND CYCLISTS TO SHARE PAVEMENT SPACE



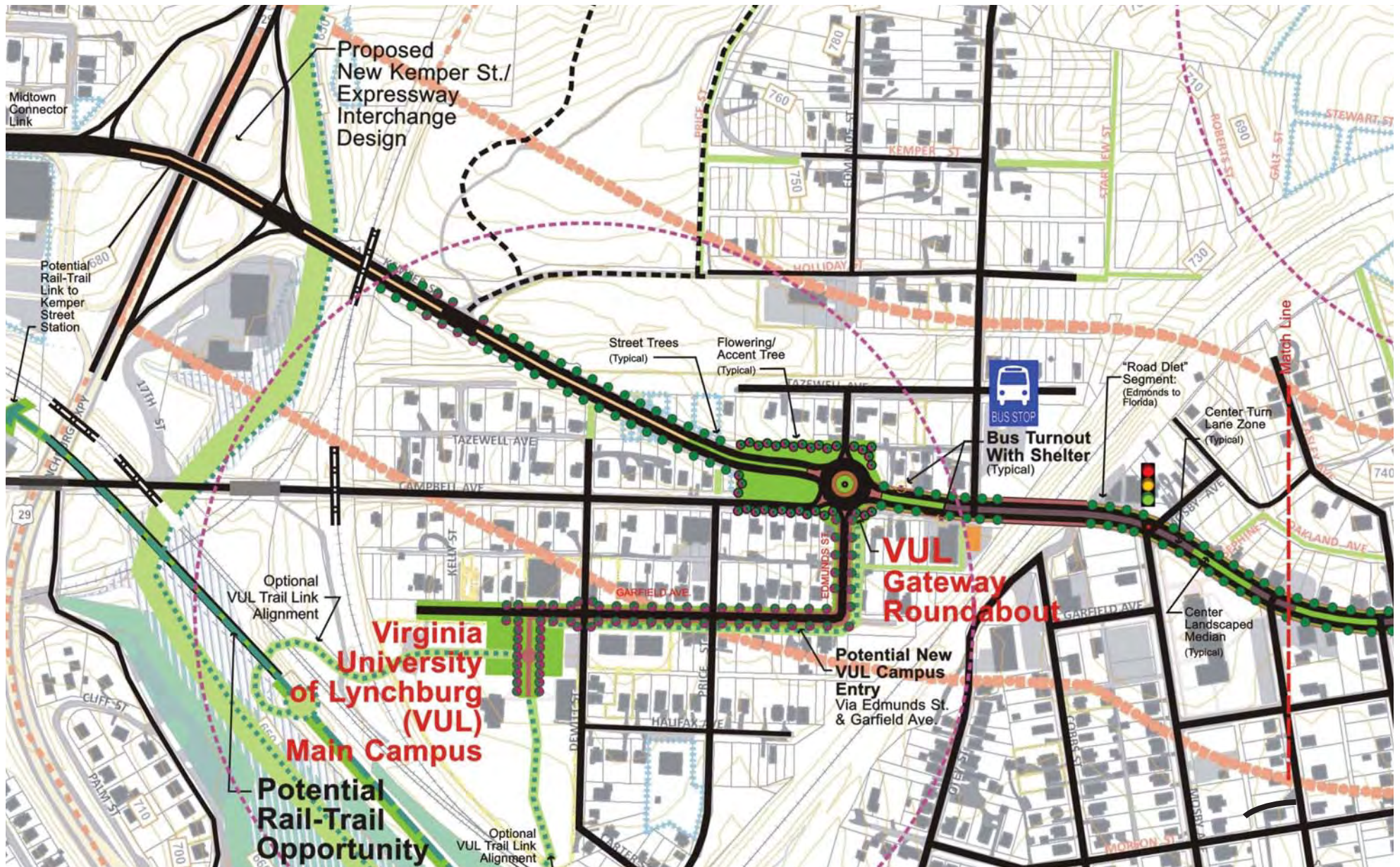
## 4.2 Master Plan

This page shows the master plan for all of Campbell Avenue. The following pages break the corridor down into three segments for further detail.



ENTIRE CAMPBELL AVENUE MASTER PLAN



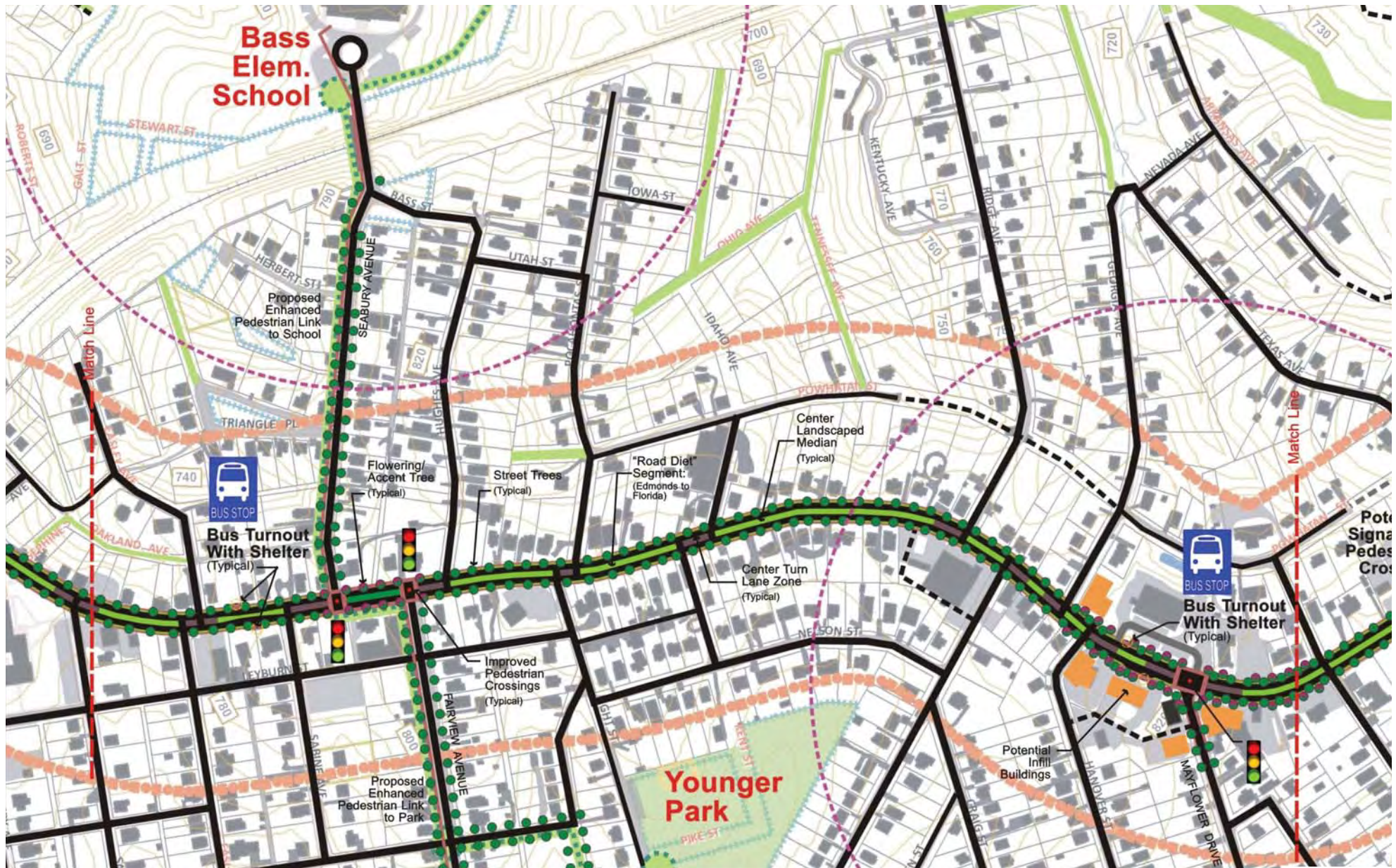


NORTHERN SEGMENT CAMPBELL AVENUE CORRIDOR DESIGN MASTER PLAN

ORANGE SEGMENT OF LINE SHOWS LOCATION OF  
IMAGE ON CAMPBELL AVENUE



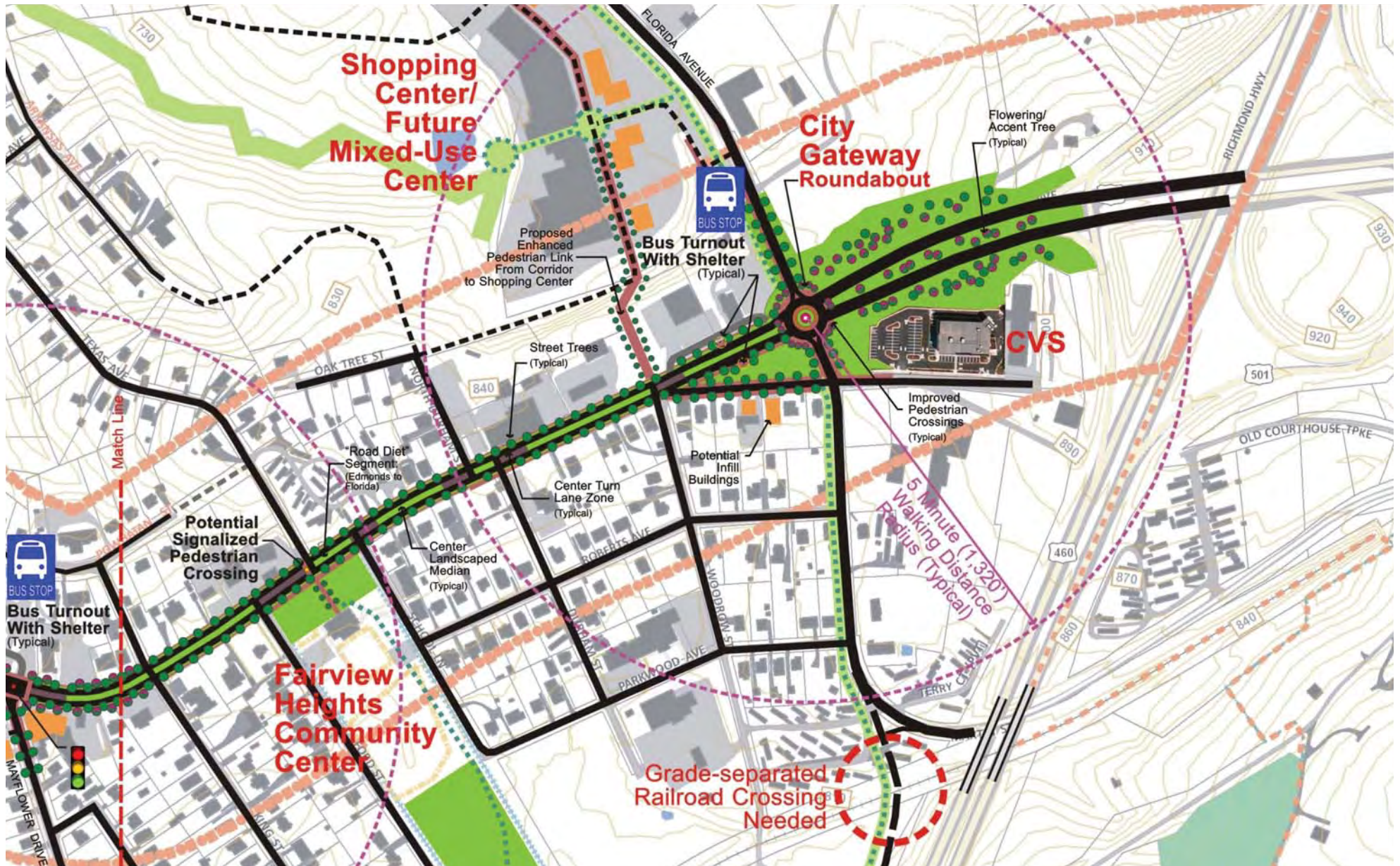




CENTRAL SEGMENT CAMPBELL AVENUE CORRIDOR DESIGN MASTER PLAN

ORANGE SEGMENT OF LINE SHOWS LOCATION OF  
IMAGE ON CAMPBELL AVENUE





SOUTHERN SEGMENT CAMPBELL AVENUE CORRIDOR DESIGN MASTER PLAN

ORANGE SEGMENT OF LINE SHOWS LOCATION OF  
IMAGE ON CAMPBELL AVENUE





4.3 Furnishings

Public furniture not only provides relatively basic public amenities but also helps define a city and neighborhood’s character. The selection on this page reflects both the desired character for Campbell Avenue and the importance of cost effectiveness. *See Chapter 5.3 for information on bike racks and banners.*



| STREET LIGHTS |                              |                                                                                        |       |
|---------------|------------------------------|----------------------------------------------------------------------------------------|-------|
| Manufacture   | Item #                       | Description                                                                            | Color |
| Holophane     | Washington / North Yorkshire | Acrylic Washington Postlite SS Luminaire on a North Yorkshire Decorative Aluminum Post | Black |

NOTES: PEDESTRIAN LIGHTS SHOULD ALTERNATE WITH THE SPACING OF STREET TREES. TALLER ROADWAY LIGHTING POLES SHOULD BE PLACED AT WIDER INTERVALS AND CAN ALSO BE USED FOR ATTACHING LOWER PEDESTRIAN LIGHTS



| TRASH RECEPTACLES |        |                                                                                      |       |
|-------------------|--------|--------------------------------------------------------------------------------------|-------|
| Manufacture       | Item # | Description                                                                          | Color |
| Victor Stanley    | S-42   | Ironsites Series 36-Gallon Litter Receptacle with Black Plastic Liner & S-2 Dome Lid | Black |

NOTES: BUS SHELTERS, BENCHES, BIKE RACKS AND TRASH RECEPTACLES SHOULD BE CLUSTERED AT EACH OF THE DESIGNATED TRANSIT STOPS



| BUS SHELTER          |                |                                                          |                                     |
|----------------------|----------------|----------------------------------------------------------|-------------------------------------|
| Manufacture          | Item #         | Description                                              | Color                               |
| Brasco International | Techline-TL710 | Powder Coated Aluminum Structure, Standing Seam Hip Roof | Black Green – RAL 6012 Copper Penny |

NOTES: BUS SHELTERS, BENCHES, BIKE RACKS AND TRASH RECEPTACLES SHOULD BE CLUSTERED AT EACH OF THE DESIGNATED TRANSIT STOPS



| BENCHES     |          |                                                                  |       |
|-------------|----------|------------------------------------------------------------------|-------|
| Manufacture | Item #   | Description                                                      | Color |
| WAUSAU Tile | MF2203-8 | 73" x 26" x 34" Flat Steel Straight Back Bench W/Center Arm Rest | Black |

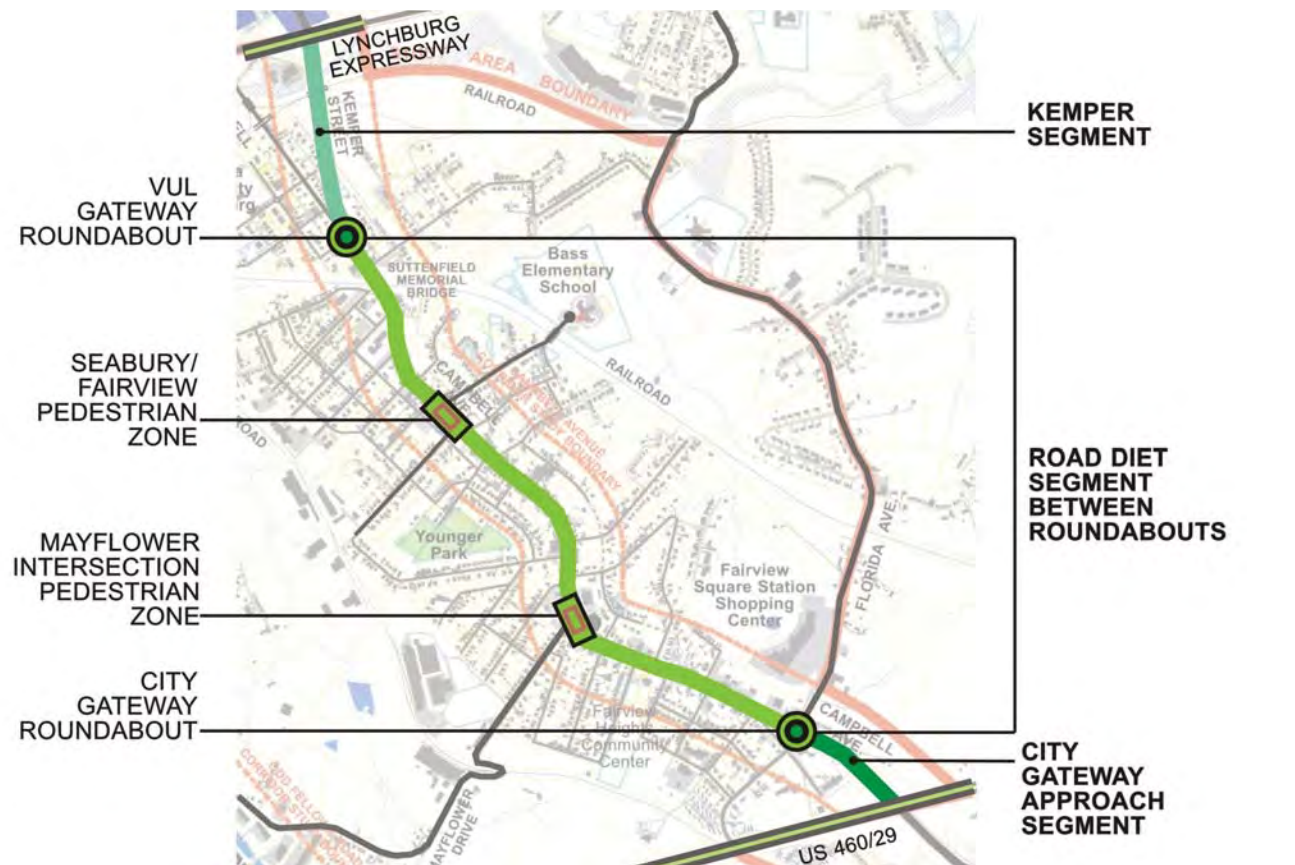
NOTES: BUS SHELTERS, BENCHES, BIKE RACKS AND TRASH RECEPTACLES SHOULD BE CLUSTERED AT EACH OF THE DESIGNATED TRANSIT STOPS

### 4.4 Landscaping

Thoughtfully designed streetscape plantings can provide structure and distinctive character to the urban roadway environment while providing needed shade and environmental benefits to the neighborhoods and districts served.

The proposed theme for streetscape plantings along the Campbell Avenue corridor is one of an urban street which is both a primary City gateway and a local-serving collector for neighboring residential and business uses. In this regard, the key characteristics are unifying and defining the corridor visually, and creating a high quality complete street environment. To this end, the landscape elements within the center median and roadside zones typically are to be arranged in an orderly, more formal fashion, with the plantings reinforcing the roadway's functions; however, the city gateway segment between US 460/29 and Florida Avenue should feature a more informal, parkway landscape treatment. Special attention should be paid to the landscape design for the key pedestrian zones at the Mayflower Drive intersection and the pedestrian crossing zone between Seabury and Fairview Avenues. The accompanying map and table offer more specific landscape character guidance for the key streetscape elements of this street; here the entire corridor is described as a series of unique segments, roundabouts and intersections.

NOTE:  
FINAL STREETSCAPE  
PLANTINGS TO BE  
DETERMINED BY  
CITY ARBORIST AND  
HORTICULTURALIST IN  
CONSULTATION WITH  
CITY PLANNER.



|                                | Kemper Segment                                                          | Road Diet Segment                                                                 | City Gateway Approach Segment                                  | Roundabouts                                                              | Special Pedestrian Zones/Intersections                                   |
|--------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Street Trees:                  |                                                                         |                                                                                   |                                                                |                                                                          |                                                                          |
| Function                       | Corridor Definition                                                     | Corridor Definition<br>Alignment Reinforcement<br>Pedestrian Safety               | Corridor Definition                                            | Spatial Definition<br>Placemaking                                        | Pedestrian Safety<br>Placemaking                                         |
| Planting Pattern               | Regular Spacing<br>Opposing Both Sides<br>Maintain Existing Wooded Edge | Regular Spacing<br>Opposing / Both Sides<br>Adjust Spacing for curves & curb cuts | Informal Pattern<br>Parkway Treatment<br>Naturalistic Clusters | Regular Spacing<br>Opposing/Both Sides<br>Flower & Leaf color attributes | Regular Spacing<br>Opposing/Both Sides<br>Flower & Leaf color attributes |
| Mature Crown Spread            | Intermediate (35'-50')                                                  | Narrow (20'-35')                                                                  | Intermediate (35'-50') to Wide (50'-75')                       | Narrow (20'-35')                                                         | Very Narrow (> 20')                                                      |
| Mature Height                  | Varies by Species                                                       | Varies by Species<br>Maintain Min. 10' Clearance from Overhead Lines              | Varies by Species                                              | Varies by Species                                                        | Varies by Species<br>Maintain Min. 10' Clearance from Overhead Lines     |
| Spacing                        | 30'-50'                                                                 | 20'-40'                                                                           | 40'-80' (Clusters)                                             | Varies by geometry of roundabout                                         | Varies by geometry of intersection                                       |
| Median/Center Island Plantings |                                                                         |                                                                                   |                                                                |                                                                          |                                                                          |
| Ornamental/Flowering Trees     | Yes                                                                     | Yes                                                                               | Yes                                                            | Yes                                                                      | Yes                                                                      |
| Low Shrubs                     | No                                                                      | No                                                                                | Yes                                                            | Yes                                                                      | No                                                                       |
| Ground Covers                  | No                                                                      | No                                                                                | No                                                             | Yes                                                                      | Yes                                                                      |
| Lawn                           | Yes                                                                     | Yes                                                                               | Yes                                                            | Yes                                                                      | Yes                                                                      |

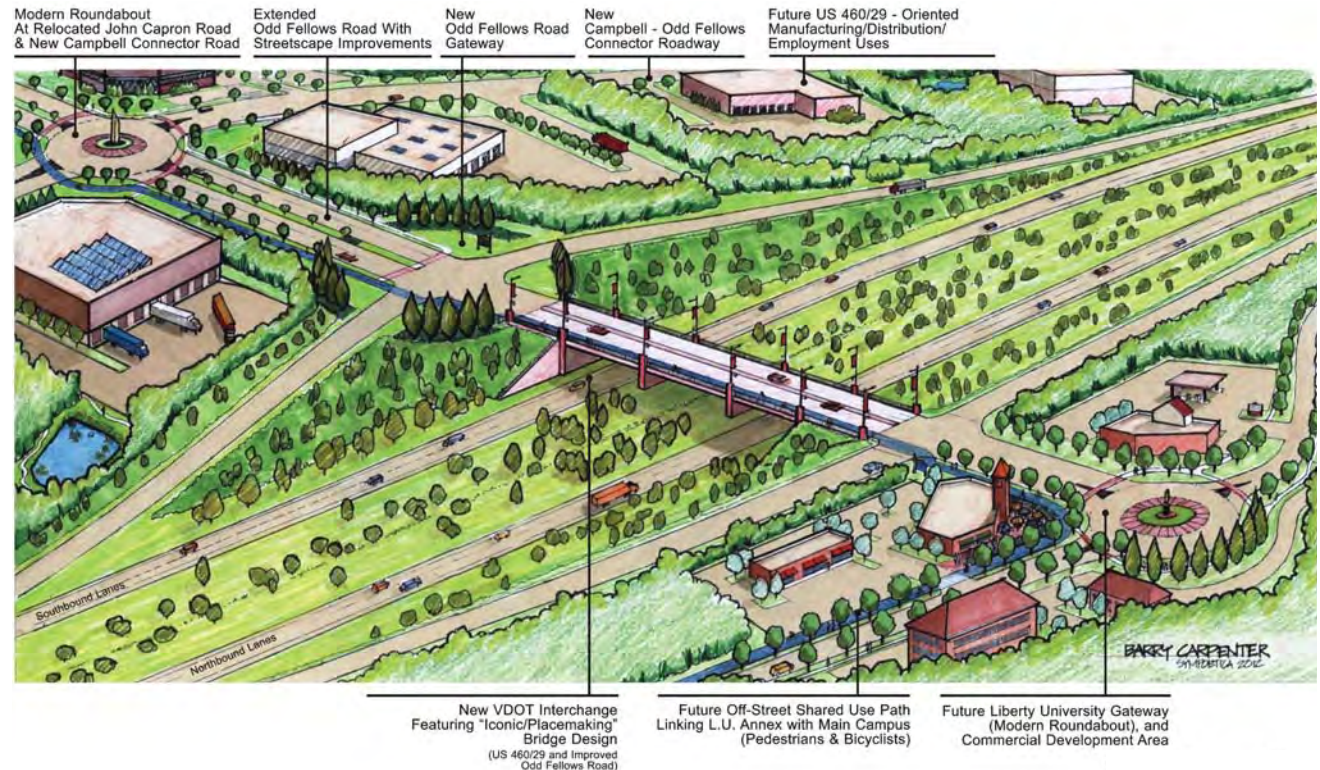


## 5.0 Odd Fellows Road Master Plan

This chapter illustrates how Odd Fellows Road can be redesigned with the planned extension and new interchange at US 460/29 in order to attract new use and accommodate new traffic along the corridor. The interchange design and street extension will transform Odd Fellows Road and create an important new gateway to a major (and growing) employment area. This master plan shows how to develop this “new” Odd Fellows Road to meet the vision on page 6 and help attract important new investment.

### 5.1 Extension & Master Plan Components

VDOT’s preliminary designs for the new interchange connect US 460/29 north by extending existing Odd Fellows Road and south to Top Ridge Road within Liberty University property. The Odd Fellows Road connection will draw new levels of traffic, making upgrades to the existing roadway necessary. Upgrades include the addition of curb and gutter and two (12’) travel lanes to accommodate all types of vehicles, particularly large trucks serving area industrial use. A center median with flowering trees and colorful groundcover plantings will provide a high quality image, giving the area an identity, and act as a traffic control element within the travelway. A decorative center left turn lane is an alternate option for part or all of the median. Outside of the travelway, within right-of-way, a street furnishings zone will accommodate new directional signage, street trees, and street and roadway lighting. Behind the furnishings zone, new sidewalks and transit stop facilities promote additional modes of



5.0 ILLUSTRATIVE SKETCH OF THE ODD FELLOWS ROAD US 460/29 INTERCHANGE. ROUNDABOUTS MANAGE TRAFFIC AND PROVIDE GATEWAYS TO NEW DEVELOPMENT

transit and serve more local users. On the south side of the new street, a major shared use path can accommodate both pedestrians and bicyclists. A number of illustrative cross-sections display how this configuration can work with the variable right-of-way on Odd Fellows Road.





ROUNDAABOUT AT ALBERT LANKFORD DRIVE / MURRAY PLACE

**Roundabouts.** This master plan shows four new roundabouts for the Odd Fellows Road corridor. They act as safer and iconic alternatives to signalized intersections and will be designed to accommodate large trucks. More information for roundabout design can be found in Chapter 3. Each roundabout serves a unique purpose:

- **Albert Lankford Drive and Murray Place:** This proposed roundabout may be oval in shape to accommodate the current alignments of these two streets. The roundabout may be the focal element for future mixed-use development in the surrounding area.

- **Mayflower Drive:** A major roundabout is proposed at this key intersection as it will help handle left turns more efficiently.

- **John Capron Road (Realigned):** John Capron Road could be realigned to meet the proposed connector road linking Odd Fellows Road north to Campbell Avenue. This realignment is advantageous in that it moves the current John Capron intersection on Odd Fellows further from the ramps at the new US 460/29 interchange.

- **Top Ridge Road:** This roundabout will act as a major gateway to Liberty University campus and serve as a focal element for a proposed cluster of new retail, restaurant and lodging uses.



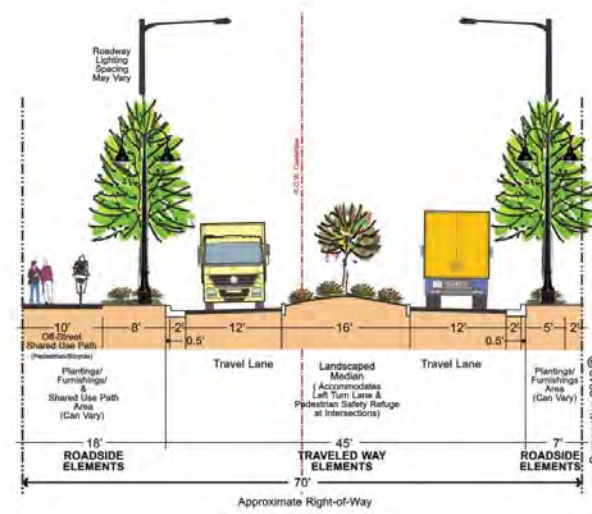
ROUNDAABOUT DESIGNED TO HANDLE PEDESTRIAN, VEHICULAR, AND TRUCK TRAFFIC



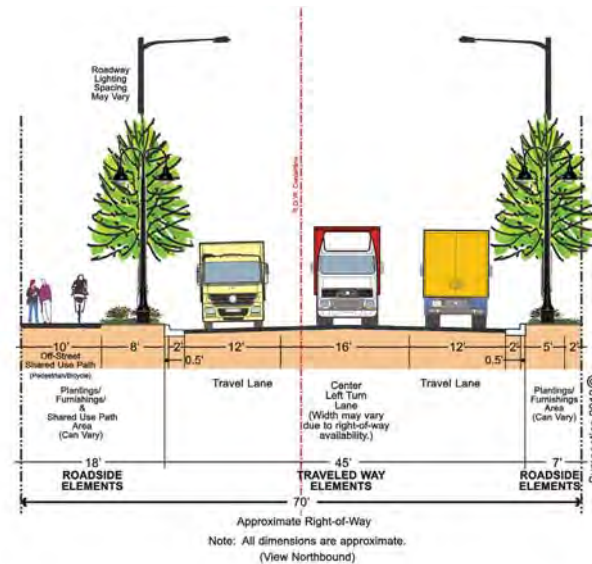
**Shared Use Path.** The corridor plan shows a 10 foot shared use path from a new roundabout proposed at Albert Lankford Drive and Murray Place south along Odd Fellows Road to the new roundabout on Liberty University (LU) property. The path links LU off-campus housing and proposed mixed use development in the Albert Lankford area to the new LU roundabout and potential campus growth area at the terminus of Odd Fellows Road. The path can then extend south to connect to the main campus via an improved Top Ridge Road.

**Bridge Replacement.** Due to structural issues, the existing railroad bridge overpass between Mayflower Drive and Murray Place will need to be replaced. When this routine replacement occurs, the new facility should accommodate wider travel lanes, a pedestrian sidewalk on the northeast side, and the shared use path on the southwest.

**New Roads.** Black dashed lines on the master plan mark a new grid of streets around Odd Fellows Road. These new streets open land for new employment uses. They should be designed as industrial park roads with curb and gutter, planting strips, pedestrian and bicycle facilities, and possible on street parking.



ODD FELLOWS ROAD CONCEPT WITH MEDIAN



ODD FELLOWS ROAD CONCEPT WITH CENTER LEFT TURN LANE



EXAMPLE OF SHARED USE PATH



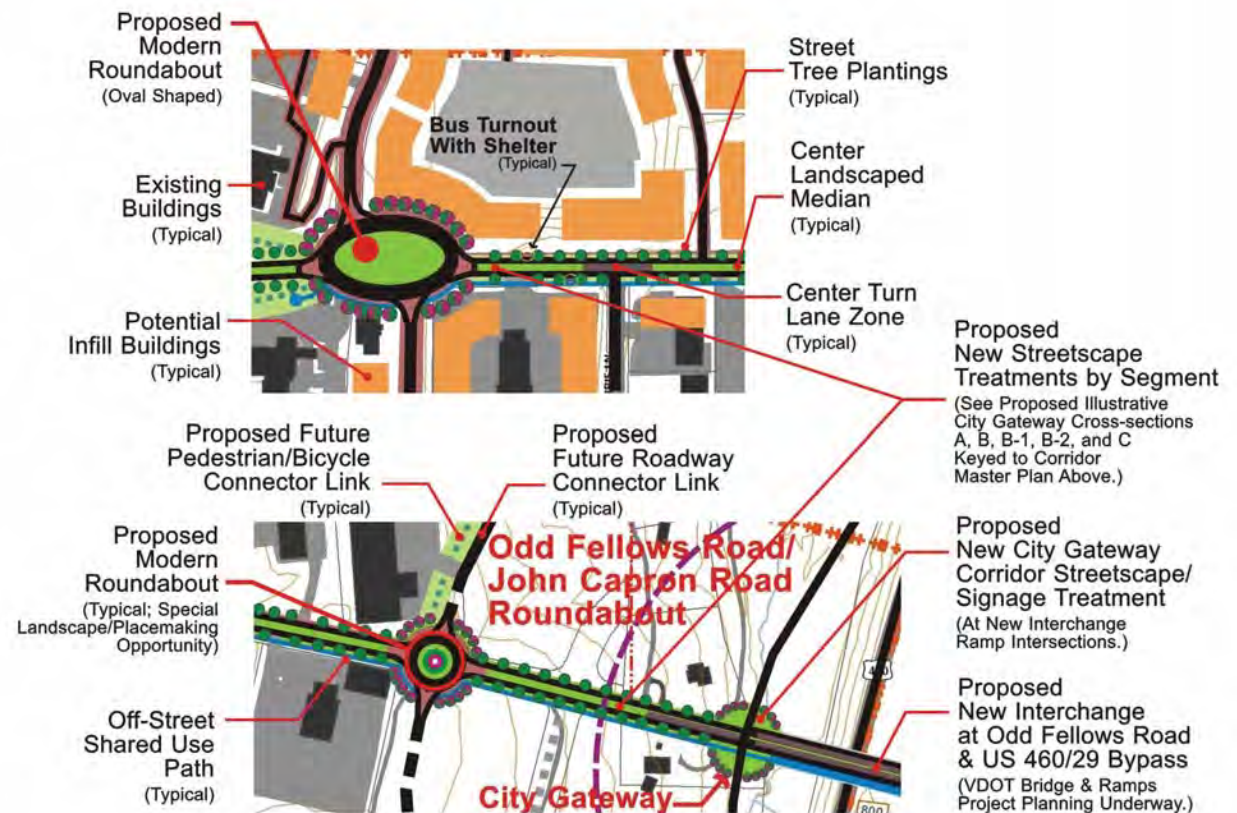
INDUSTRIAL PARK WITH LANDSCAPING

**Wayfinding.** Wayfinding signage for the area will give the corridor a new identity as a major employment area and help with navigation to large scale destinations.

**Mixed-Use Center.** The master plan shows a major mixed-use center around the Albert Lankford / Murray Place roundabout, where many of the surrounding properties are owned either by Genworth Financial or Liberty University, both growing entities. New employment and student housing infill development should complement and support the existing retail, restaurant, employment and student housing uses, particularly those which are currently zoned for non-residential uses. Buildings should 1) be compact low- and mid-rise with retail, restaurant and service uses on the street level, 2) place parking in the rear in landscaped surface lots or tucked under the new buildings when compatible with the landform, 3) be “built to the sidewalk,” and 4) feature “permeable” building fronts (no blank walls). The architectural styles may vary but the scale, massing and setbacks of the primary infill structures should be compatible with one another; buildings should have vertically distinct components, such as a “base level” on the street, a middle set of 2 to 3 floors above, and a clear “top” such as a cornice line or articulated parapet wall. Pedestrian walks, plazas, street trees, furnishings and other amenities should be incorporated into the streetscape design, with all blocks connected by safe street crossings. Bicyclists will be afforded easy access to the shared use path link to the Liberty University campus as well as to bicycle parking facilities. Unified master plans with sets of guidelines governing design and implementation are recommended for large area infill projects.



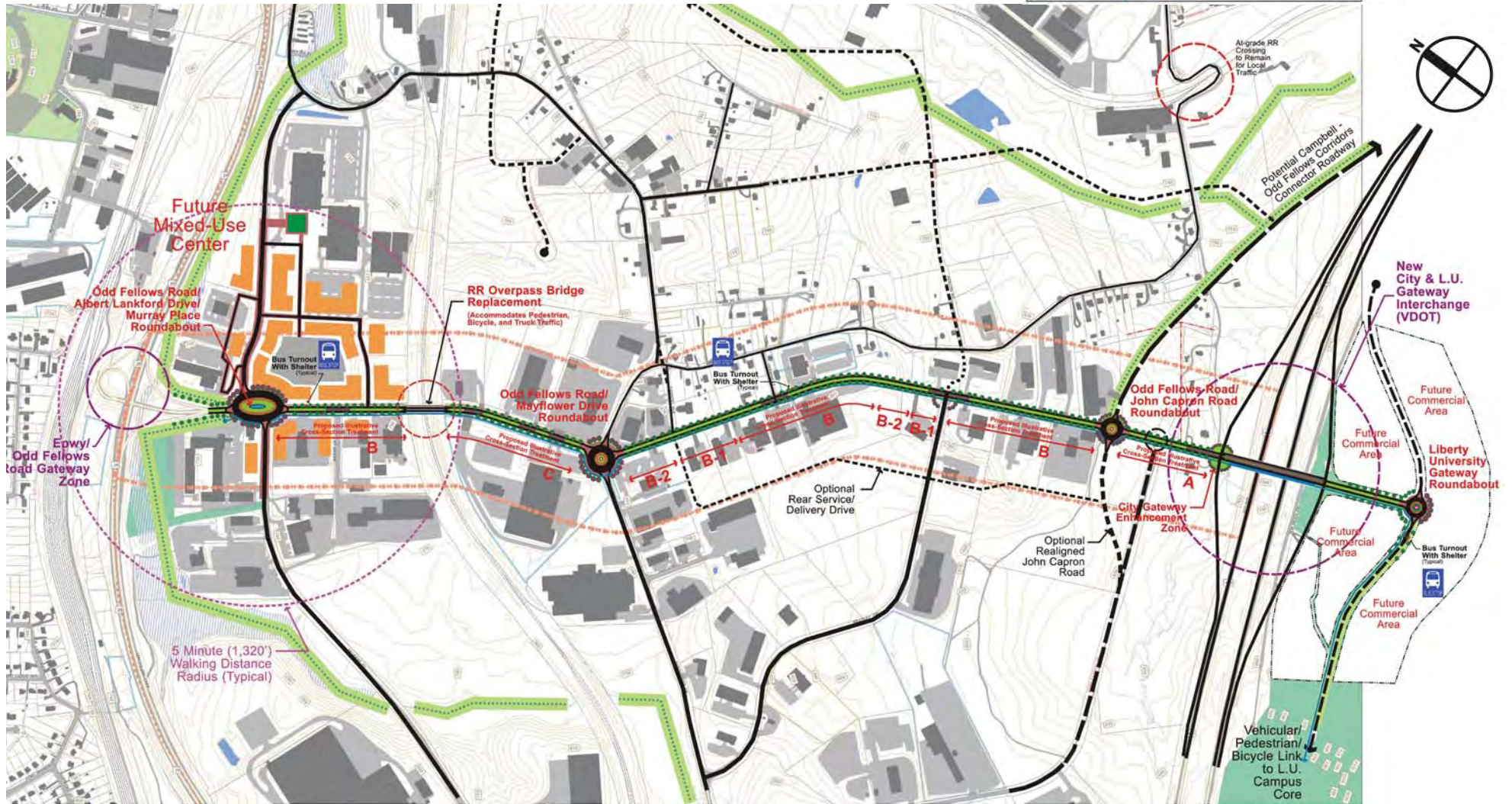
EXAMPLE OF POTENTIAL WAYFINDING FOR ODD FELLOWS ROAD





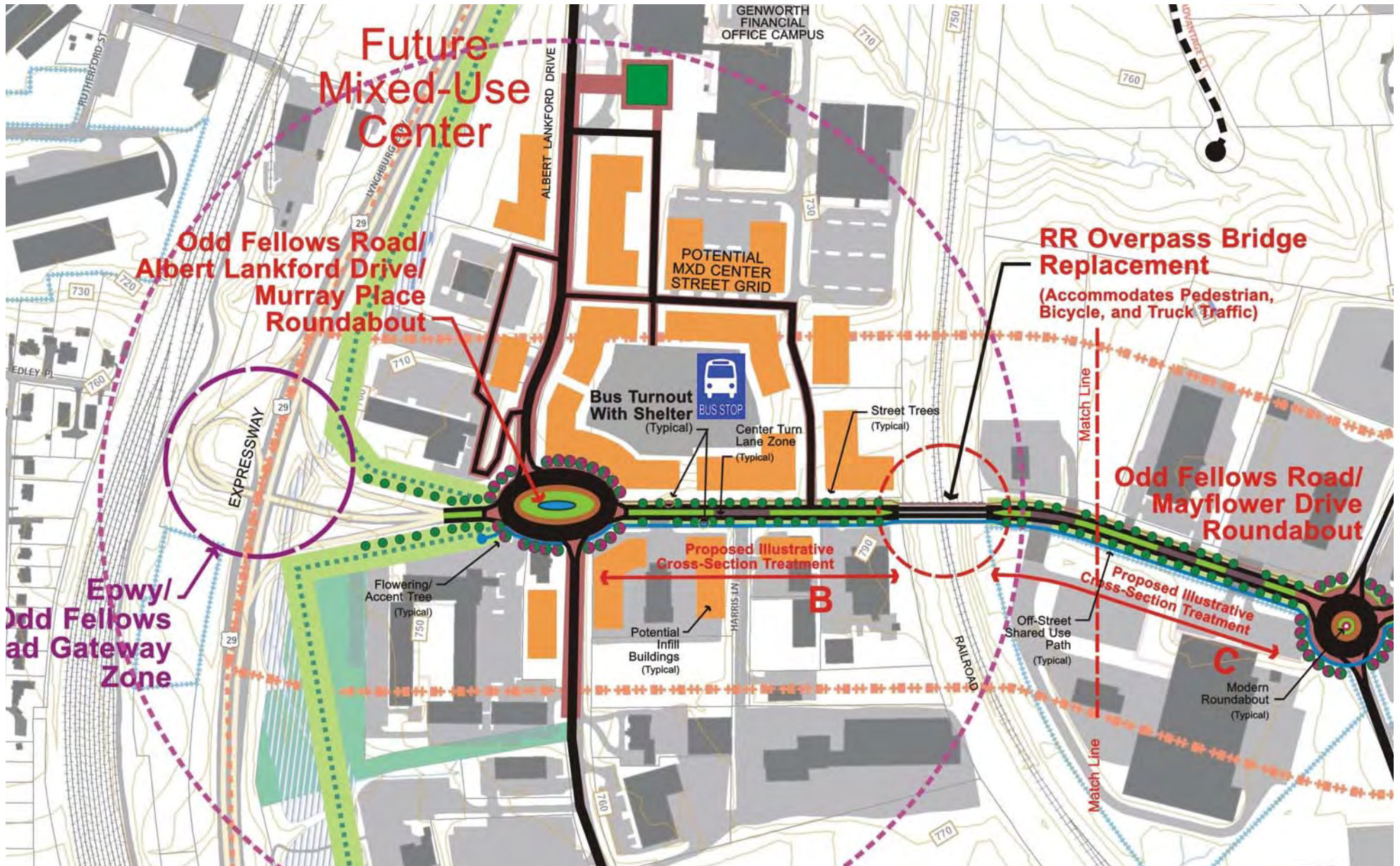
## 5.2 Master Plan

This page shows the entire Odd Fellows Road master plan and the pages immediately following break the area down into three segments.



ODD FELLOWS ROAD MASTER PLAN



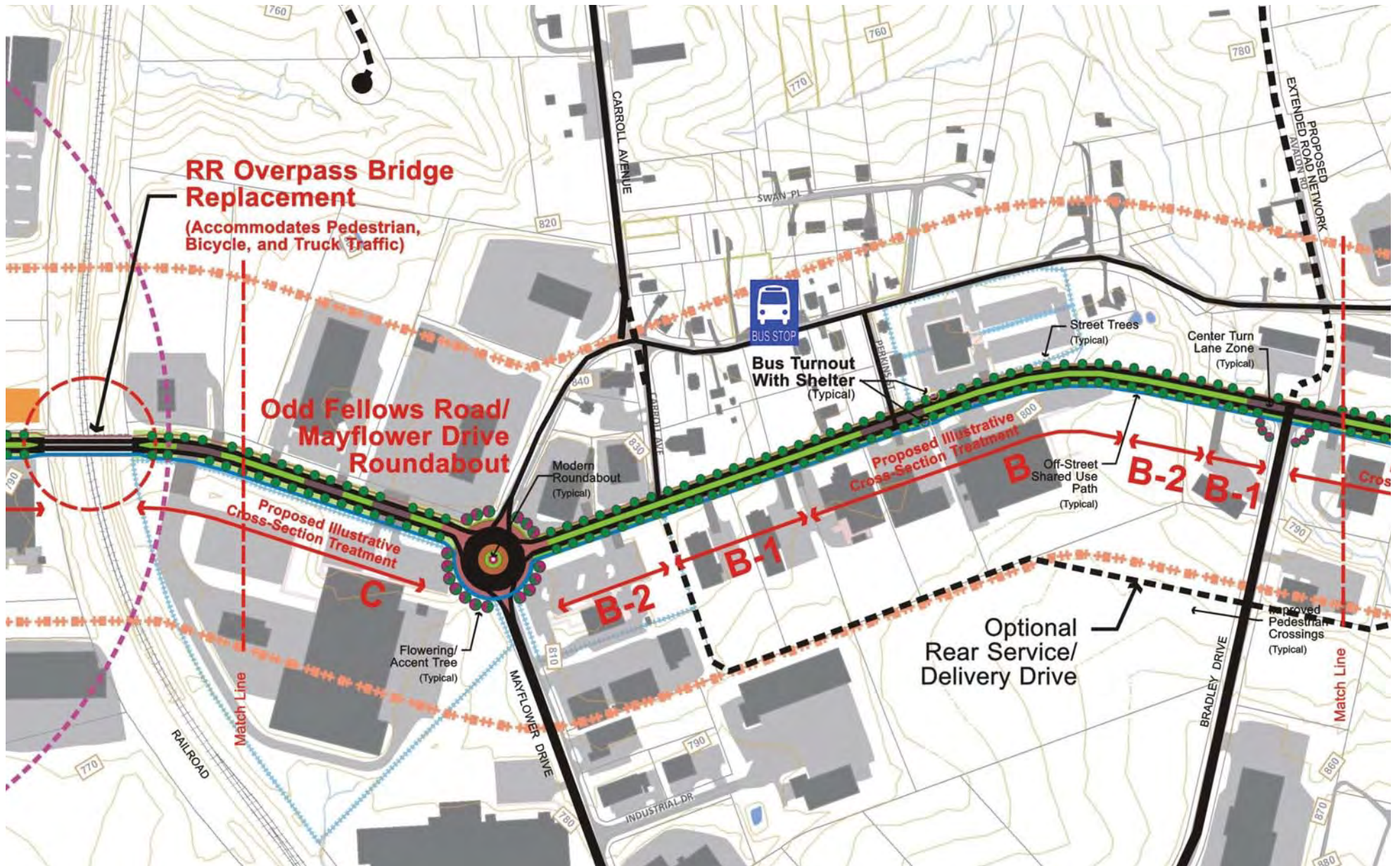


ODD FELLOWS ROAD MASTER PLAN, NORTHERN SEGMENT

ORANGE SEGMENT OF LINE SHOWS  
LOCATION OF IMAGE ON ODD FELLOWS ROAD

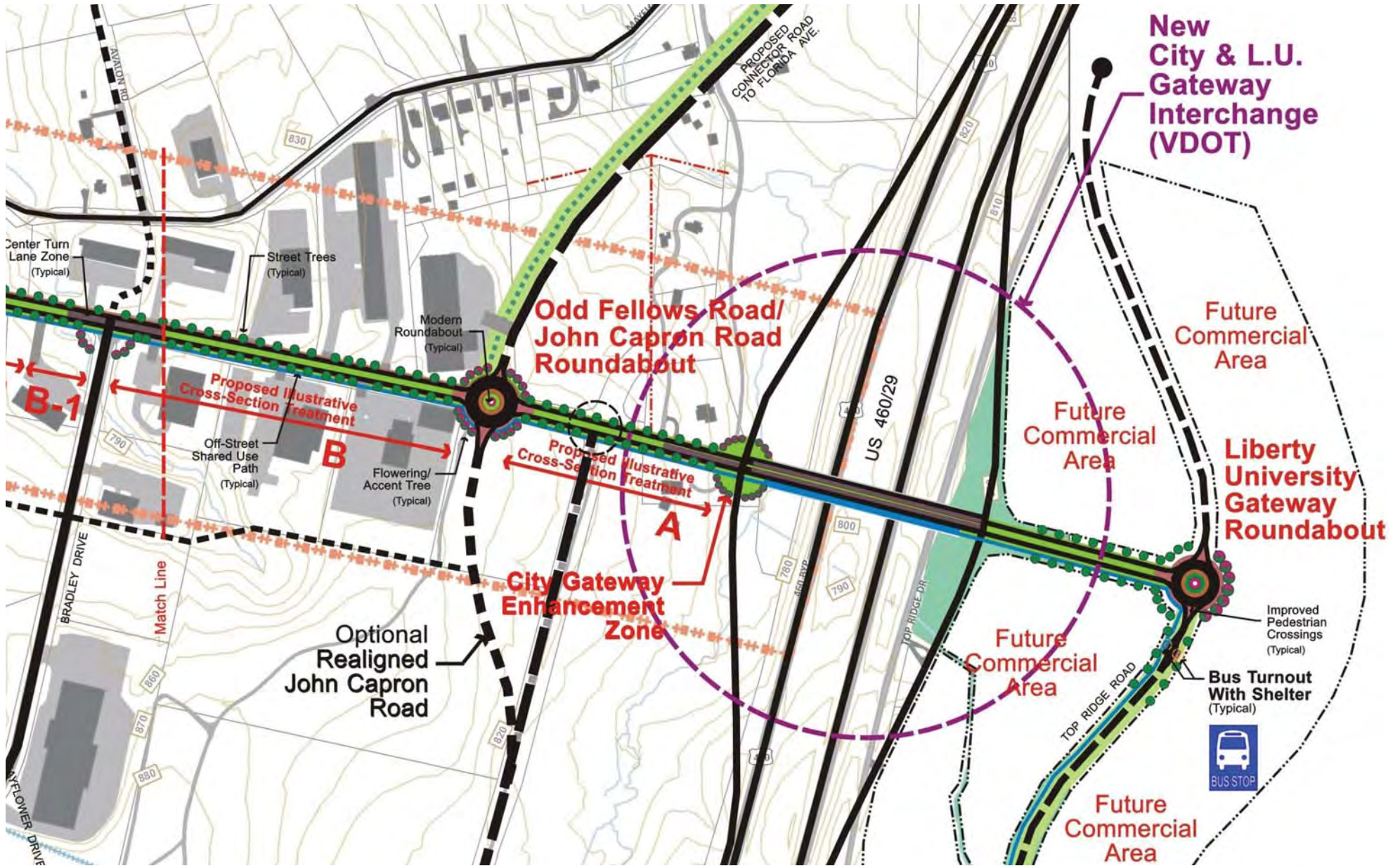






ODD FELLOWS ROAD MASTER PLAN, CENTRAL SEGMENT





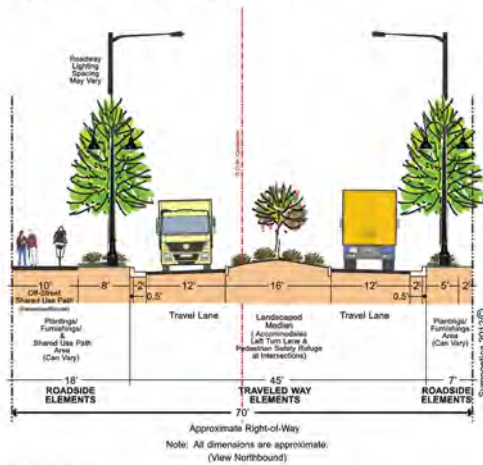
ODD FELLOWS ROAD MASTER PLAN, SOUTHERN SEGMENT

ORANGE SEGMENT OF LINE SHOWS  
LOCATION OF IMAGE ON ODD FELLOWS ROAD





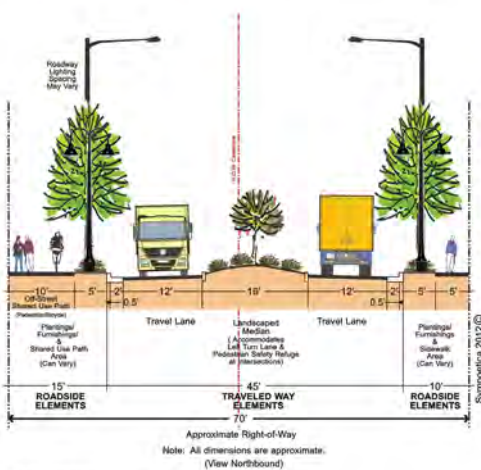
## A City Gateway Segment A



### KEY FEATURES:

1. A 16'-wide landscaped median with left turn capacity and pedestrian refuge.
2. Two 12'-wide travel lanes.
3. A 10'-wide off-street shared-use path (west side) in lieu of on-street bicycle lanes; no sidewalk on east side in this segment.
4. Opportunity for street trees, lighting & signage within right-of-way.
5. Right-of-way may vary. This option illustrates a 70'-wide R.O.W.

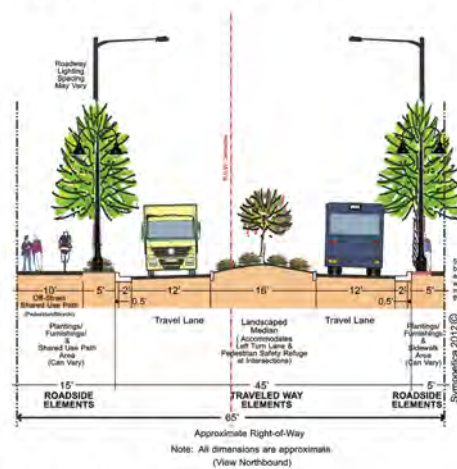
## B City Gateway Segment B



### KEY FEATURES:

1. A 16'-wide landscaped median with left turn capacity and pedestrian refuge.
2. Two 12'-wide travel lanes.
3. A 10'-wide off-street shared-use path (west side) in lieu of on-street bicycle lanes; 5'-wide sidewalk on east side.
4. Opportunity for street trees, lighting & signage within right-of-way.
5. Right-of-way may vary. This option illustrates a 70'-wide R.O.W.

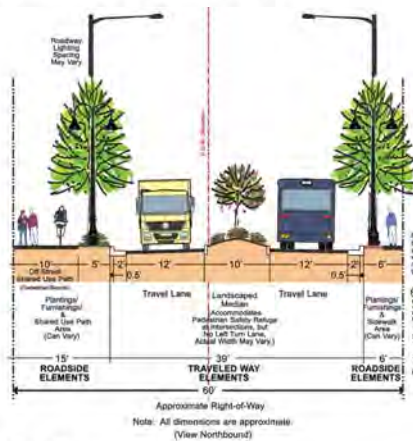
## B-1 City Gateway Segment B-1



### KEY FEATURES:

1. A 16'-wide landscaped median with left turn capacity and pedestrian refuge.
2. Two 12'-wide travel lanes.
3. A 10'-wide off-street shared-use path (west side) in lieu of on-street bicycle lanes; 5'-wide sidewalk/furnishings zone on east side featuring tree grates flush with sidewalk and 36" minimum sidewalk clearance.
4. Opportunity for street trees, lighting & signage within right-of-way.
5. Right-of-way may vary. This option illustrates a 65'-wide R.O.W.

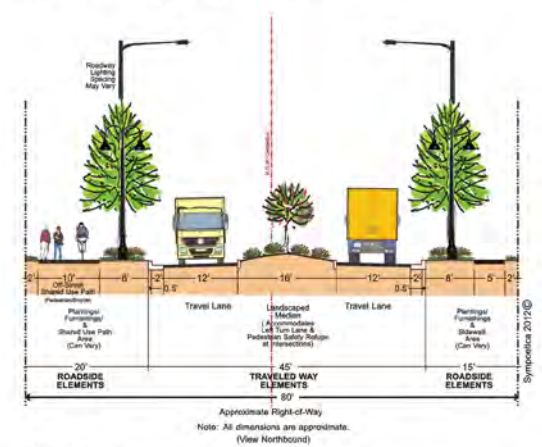
## B-2 City Gateway Segment B-2



### KEY FEATURES:

1. A variable width landscaped median of (10' maximum width) with pedestrian refuge, but no left turn lane.
2. Two 12'-wide travel lanes.
3. A 10'-wide off-street shared-use path (west side) in lieu of on-street bicycle lanes; 6'-wide sidewalk/furnishings zone on east side featuring tree grates flush with sidewalk and 36" minimum sidewalk clearance.
4. Opportunity for street trees, lighting & signage within right-of-way.
5. Right-of-way may vary. This option illustrates a 60'-wide R.O.W. condition.
6. Note that northbound traffic from the intersection at Bradley Drive will need to travel around the proposed roundabout at Mayflower Drive, then proceed southbound in order to make turns into properties on the west side of Odd Fellows Road in this segment.

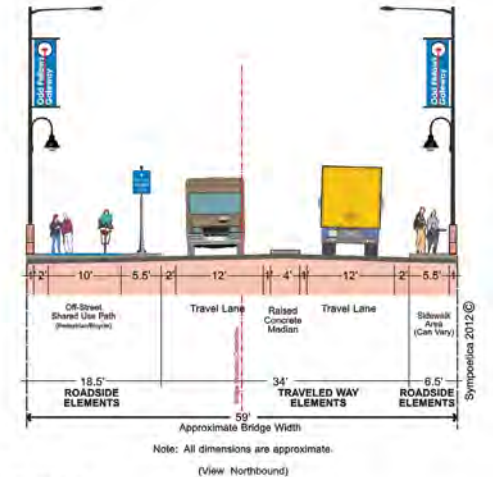
## C City Gateway Segment C



### KEY FEATURES:

1. A 16'-wide landscaped median with left turn capacity and pedestrian refuge.
2. Two 12'-wide travel lanes.
3. A 10'-wide off-street shared-use path (west side) in lieu of on-street bicycle lanes; a 5'-wide sidewalk on east side in this segment.
4. Opportunity for street trees, lighting & signage within right-of-way.
5. Right-of-way may vary. This option illustrates an 80'-wide R.O.W.

## RR Bridge Railroad Overpass Bridge Concept



### KEY FEATURES:

1. 12'-wide travel lanes (2) with 4'-wide raised concrete median.
2. Off-street shared-use path (west side) in lieu of on-street bicycle lanes within broader raised concrete zone which accommodates "silly away" and signage zones. Bridge features crash-tested ornamental railing with view-through capability.
3. 5.5'-wide sidewalk on east side.
4. Overhead roadway and pedestrian lighting on ornamental poles; accommodates placemaking banners on light poles.
5. Approximate bridge width is 59'. Can be accommodated within existing right-of-way.





SECTION LOCATION MAP: SEGMENT LABEL DENOTES WHICH CROSS SECTION FROM THE PREVIOUS PAGE SHOULD BE USED



### 5.3 Furnishings

Odd Fellows Road trash receptacles, benches, and bus shelters should be the same as on Campbell Avenue, however street lights vary as this is a newer area of the city. Bike racks should be included on both corridors, especially at major destinations. Banners can be included to highlight an area’s identity. Bollards may be necessary to protect pedestrian zones. *See Chapter 4.3 for information on trash receptacles, benches and bus shelters for Odd Fellows Road.*

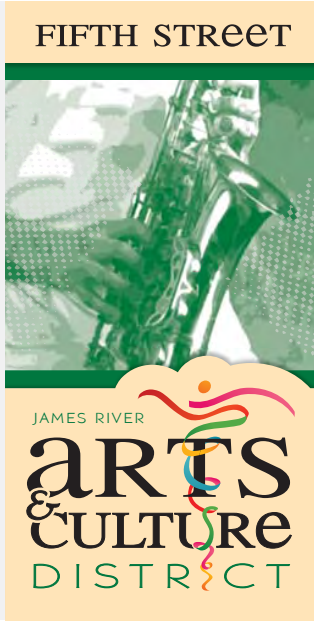
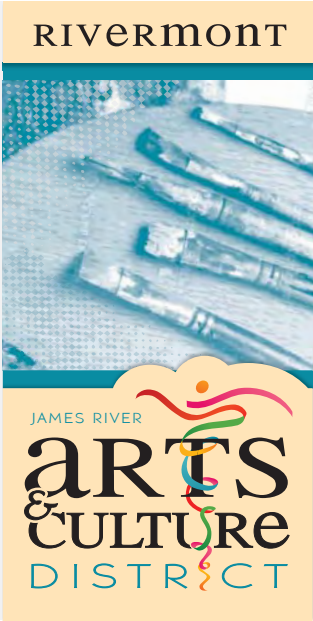
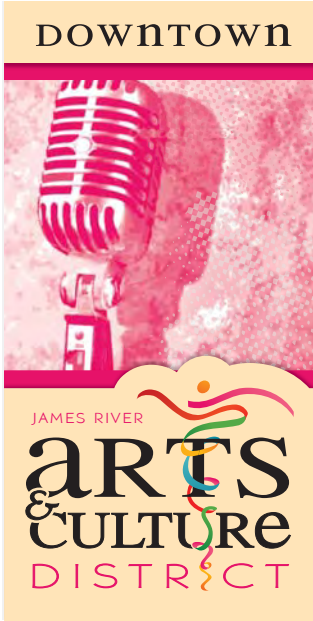
| STREET LIGHTS                                                                     |             |                                                                                                                    |  |
|-----------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|--|
|  | Manufacture | Holophane                                                                                                          |  |
|                                                                                   | Item #      | Hallbrook Extended Cover Glassworks II<br>Hallbrook 15' Post w/ Decorative Base<br>Hallbrook Single Sheppard Crook |  |
|                                                                                   | Description | 150w/120v Metal Halide Aluminum Post with 22" Decorative Base<br>Single Sheppard Crook                             |  |
|                                                                                   | Color       | Black                                                                                                              |  |

NOTES: THESE SHOULD ALTERNATE WITH THE SPACING OF STREET TREES



**BIKE RACKS**

Both sites should use bike racks similar to these to promote the use of the bike lanes along Campbell Avenue to a variety of destinations. These designs are the most efficient for bicycle storage and can be placed one at a time or expanded for larger bicycle parking areas.

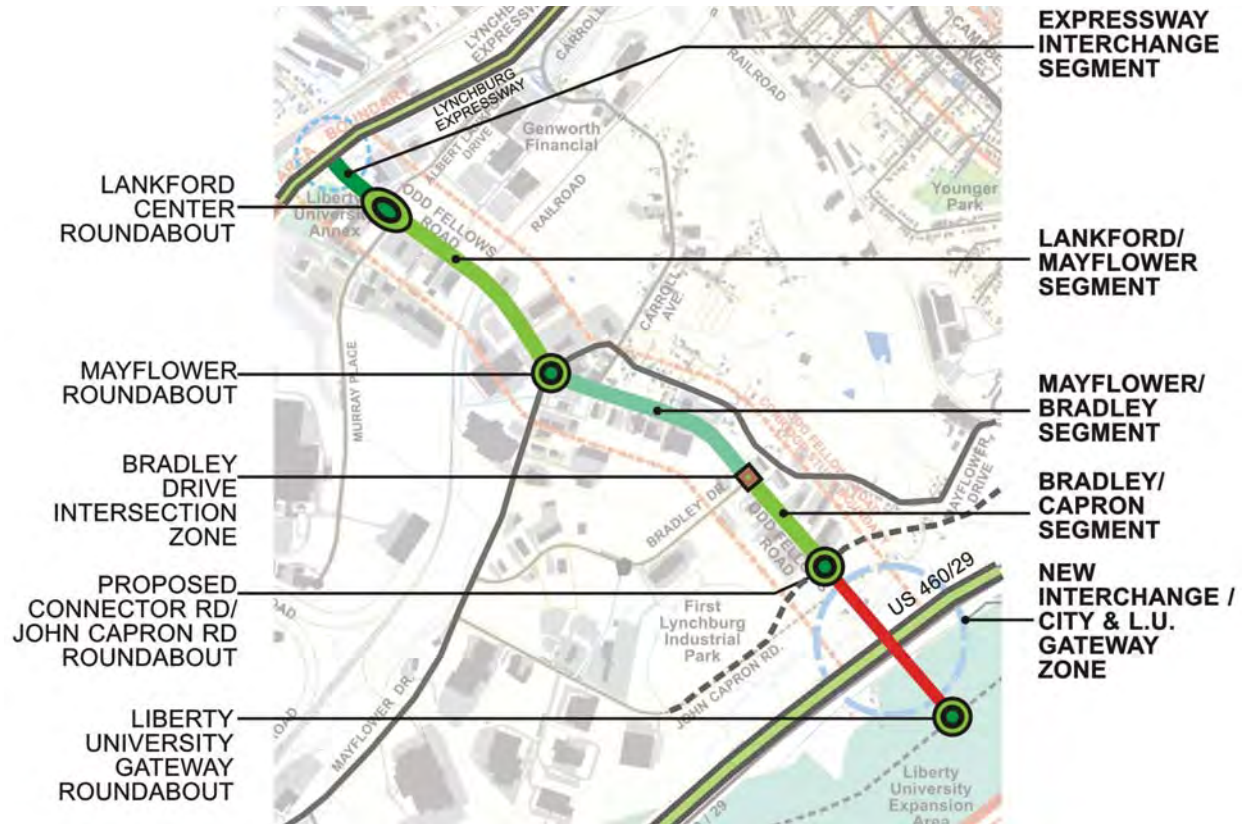


**BANNERS**

Banners can be used to highlight the character and bring out the identity of an area. Both Campbell Avenue and Odd Fellows Road should consider using banners similar to the Arts & Cultural District banners.

## 5.4 Landscaping

There are two core themes proposed for streetscape plantings along the Odd Fellows Road corridor. From the new US 460/29 interchange northward to the proposed Mayflower Drive roundabout, the theme is one of a high quality roadway serving a rejuvenated employment and industrial district for the City; the new interchange also provides a new City gateway opportunity. From the Mayflower Drive roundabout to the Lynchburg Expressway, the landscape character of the roadway becomes more urban and formal, thereby supporting the opportunity for a new mixed use development pattern. The proposed roundabout at Albert Lankford Drive and Murray Place provides a unique placemaking opportunity through the application of special streetscape and center island design treatments. The new interchange also provides a new gateway to the Liberty University campus, with a roundabout focal element at Top Ridge Road. This short segment of Odd Fellows Road should be treated much like the more formal streetscape prescribed for the Albert Lankford/Mayflower segment. Refer to the illustrative birdseye sketch of the proposed new US 460/29 interchange for more design guidance for this important gateway zone. The accompanying map and table offer more specific landscape character guidance for the key streetscape elements of this street; as with the Campbell Avenue guides, these tools are organized by identifying a series of unique segments, roundabouts and intersections.



|                                | Expwy Segment                                                  | Lankford/Mayflower & Bradley/Capron Segments                         | Mayflower/Bradley Segment                                                       | Roundabouts                                                              | Bradley Drive Intersection                                               |
|--------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Street Trees:                  |                                                                |                                                                      |                                                                                 |                                                                          |                                                                          |
| Function                       | Corridor Definition<br>Placemaking                             | Corridor Definition<br>Pedestrian Safety                             | Corridor Definition<br>Pedestrian Safety                                        | Spatial Definition<br>Placemaking                                        | Pedestrian Safety<br>Placemaking                                         |
| Planting Pattern               | Informal Pattern<br>Parkway Treatment<br>Naturalistic Clusters | Regular Spacing<br>Opposing/Both Sides                               | Regular Spacing<br>Opposing/Both Sides<br>Adjust Spacing for curves & curb cuts | Regular Spacing<br>Opposing/Both Sides<br>Flower & Leaf color attributes | Regular Spacing<br>Opposing/Both Sides<br>Flower & Leaf color attributes |
| Mature Crown Spread            | Intermediate (35'-50') to Wide (50'-75')                       | Intermediate (35'-50')                                               | Narrow (20'-35')                                                                | Narrow (20'-35')                                                         | Very Narrow (>20')                                                       |
| Mature Height                  | Varies by Species                                              | Varies by Species<br>Maintain Min. 10' Clearance from Overhead Lines | Varies by Species                                                               | Varies by Species                                                        | Varies by Species<br>Maintain Min. 10' Clearance from Overhead Lines     |
| Spacing                        | 40'-80' (Clusters)                                             | 40'-80'                                                              | 20'-40'                                                                         | Varies by geometry of roundabout                                         | Varies by geometry of intersection                                       |
| Median/Center Island Plantings |                                                                |                                                                      |                                                                                 |                                                                          |                                                                          |
| Ornamental/Flowering Trees     | Yes                                                            | Yes                                                                  | Yes                                                                             | Yes                                                                      | Yes                                                                      |
| Low Shrubs                     | Yes                                                            | No                                                                   | No                                                                              | Yes                                                                      | No                                                                       |
| Ground Covers                  | Yes                                                            | No                                                                   | No                                                                              | Yes                                                                      | Yes                                                                      |
| Lawn                           | Yes                                                            | Yes                                                                  | Yes                                                                             | Yes                                                                      | Yes                                                                      |

NOTES:  
1. FINAL STREETSCAPE PLANTINGS TO BE DETERMINED BY CITY ARBORIST AND HORTICULTURALIST IN CONSULTATION WITH CITY PLANNER.  
2. REFER TO INTERCHANGE BIRDSEYE ILLUSTRATIVE GATEWAY SKETCH FOR LANDSCAPE CONCEPT FOR NEW US 460/29 INTERCHANGE.



## 6.0 Implementation Measures

This plan provides a vision and sets goals for the Campbell Avenue & Odd Fellows Road Corridors. The following sections provide an approach to a 10 year implementation that will achieve the type of rehabilitation / redevelopment and infill that is desired, to implement streetscape improvements, provide for alternative modes of transportation, to create memorable gateways to the City, and encourage economic development activities.

### 6.1 Policy Considerations

This plan is the direct result of the planned construction of the US 460/29 and Odd Fellows Road Interchange, the establishment of Liberty University Student Housing at Odd Fellows and Albert Lankford Drive, the growth of the Virginia University of Lynchburg and a grass roots planning effort in the Campbell Avenue / Fairview Heights Neighborhoods. There are three items required for the successful implementation of any plan document: Inclusion within the broader Comprehensive Plan, appropriate zoning designations and inclusion within the Capital Improvement Plan. The successful implementation of this plan is dependent on phasing with special attention being given to recommendations for plan elements. Failure to implement plan elements in one phase could result in unsuccessful implementation of future phases.

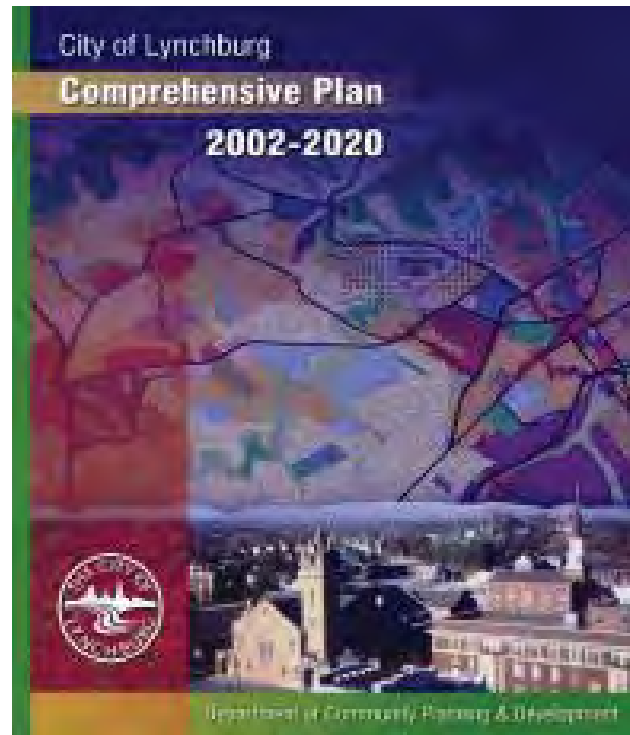
The Campbell Avenue & Odd Fellows Road Land Use Study and Corridor Master Plan is an amendment to the City of Lynchburg Comprehensive Plan 2002-2020 and policies specific to the study areas are adopted in the form of vision, goals and plan elements as identified in this document. The City will consider the policies contained within this document in all road designs planned or underway and in private developments requiring rezoning or conditional use permit.

### 6.2 Zoning

The zoning of the areas is a mixture of residential, commercial and light industrial as identified in Section 2.3. As the City moves forward with the rewrite of the City's Zoning Ordinance and revision of the Official Zoning Map, careful attention should be given to ensuring appropriate zoning designations and design considerations are in place to implement the policies contained within this document. The Zoning Ordinance rewrite and revision of the Official Zoning Map is scheduled for completion in 2014 which is before the scheduled construction start for the Odd Fellows Road interchange. In the interim the City should refrain from rezoning properties unless proffers are offered to insure the successful implementation of this plan.

### 6.3 Future Land Use Map

The Future Land Use Map in the City of Lynchburg Comprehensive Plan 2002-2020 is amended to change the land use designations for Campbell Avenue and Odd Fellows Road as shown on page 31 of this document. A mixed use designation is shown for the Florida Avenue Shopping Center located at Florida and Campbell Avenue and for the Genworth Campus and Liberty University Annex located at Odd Fellows Road, Murray Place and Albert Lankford Drive. A Community Commercial designation is indicated on the southern side of U.S. Route 460/29 at the terminus of the proposed Odd Fellows Road interchange. Smaller areas currently used as residential with an Employment 2 future land use designation and zoned Industrial along with other minor refinements to land use should be considered as part of the overall Comprehensive Plan update scheduled for completion in October 2013.





## 6.4 Phasing & Budget Considerations

**Phasing Strategy.** The primary catalyst for proposed corridor and area improvements is the proposed construction of, and extension of Odd Fellows Road to, a new interchange at US 460/29. This state-funded interchange project creates a new City gateway opportunity and offers the potential to rejuvenate the older employment area it currently serves. The interchange project will also significantly reduce traffic volume growth on Campbell Avenue within the study area, allowing for implementation of a lane reduction and reconfiguration project, termed a “road diet”, which includes new bicycle lanes and improved streetscape elements along the roadway. Therefore, the timing of multi-modal improvements along Campbell Avenue and Odd Fellows Road are dependent on, and must follow, the completion of the Odd Fellow Road interchange at US 460/29. The proposed phasing of key multimodal projects under this study includes:

1. Odd Fellows Road and US 460/29 Interchange (From US 460/29 to relocated John Capron Road; estimated completion date: Summer, 2017.)

2. Odd Fellows Road Improvements/Phase I (From new interchange to Mayflower Drive; estimated completion date: Summer, 2017.)

3. Odd Fellows Road Improvements/Phase II (From Mayflower Drive to Lynchburg Expressway; and construction of a replacement railroad underpass bridge within that segment; estimated completion date: Summer, 2018.)

4. Campbell Avenue Improvements/Phase I (VUL Gateway Roundabout at Edmunds Street; Road Diet improvements from Edmunds Street to Fairview Avenue; and Road Diet pavement striping from Fairview Avenue to Florida Avenue; estimated completion date: 2019.)

5. Campbell Avenue Improvements/Phase II (Rail-Trail Link from VUL Campus to Kemper Street Station trailhead; estimated completion date: 2020.)

6. Campbell Avenue Improvements/Phase II (City Gateway Roundabout at Florida Avenue; estimated completion date: 2021.)

7. Campbell Avenue Improvements/Phase III (Road Diet improvements from Fairview Avenue to King Street; estimated completion date: 2022.)

8. Campbell Avenue Improvements/Phase IV (Road Diet improvements from King Street to Florida Avenue; estimated completion date: 2023.)

9. Odd Fellows Road – Campbell Avenue Connector Road (Odd Fellows Road to Campbell Avenue via Martin Street; estimated completion date is dependant on local real estate development demand.)

10. John Capron Road Extension (John Capron Road extension to Odd Fellows Road; estimated completion date is dependant on local real estate development demand.)

**Concept Construction Budget.** A concept planning-level budget for the phased development of key multimodal infrastructure projects identified in this study was developed by the study team. A summary of these project budget estimates, set within the phasing approach described earlier, follows:

| ODD FELLOWS RD. / CAMPBELL AVE. DESIGN, ENGINEERING & CONSTRUCTION (BY PHASE)                                       |                                                                                                                                           |                                                                       |                     |                 |                |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------|-----------------|----------------|
|                                                                                                                     | Plan Component                                                                                                                            | Location                                                              | Estimated Cost*     | Completion Date | Funding        |
| <b><u>ODD FELLOWS ROAD</u></b>                                                                                      |                                                                                                                                           |                                                                       |                     |                 |                |
| 1                                                                                                                   | Odd Fellows Road Interchange / Odd Fellows Rd.                                                                                            | Odd Fellows Rd. & U.S. Route 460 Interchange to relocated John Capron | \$31,715,145        | Summer 2017     | VDOT           |
| 2                                                                                                                   | Phase I - Odd Fellows Road Improvements                                                                                                   | Odd Fellows Interchange to Mayflower Drive                            | \$5,040,000         | Summer 2017     | VDOT / Capital |
| 3                                                                                                                   | Phase II - Odd Fellows Road Improvements<br>- New RR-Underpass Bridge                                                                     | Mayflower Drive to Lynchburg Expressway                               | \$8,000,000         | 2018            | VDOT / Capital |
| <b>Odd Fellows Rd. Plan</b>                                                                                         |                                                                                                                                           |                                                                       | <b>\$13,040,000</b> |                 |                |
| <b><u>CAMPBELL AVENUE</u></b>                                                                                       |                                                                                                                                           |                                                                       |                     |                 |                |
| 4                                                                                                                   | Phase I - Campbell Ave.<br>- VUL Gateway Roundabout<br>- Road Diet (Edmunds St. to Fairview Ave.)<br>- Road Diet striping to Florida Ave, | Old Campbell Ave to Florida Ave.                                      | \$1,400,000         | 2019            | Capital        |
| 5                                                                                                                   | Phase II - Rail Trail Link - VUL to Kemper St. Station                                                                                    | VUL to Kemper St. Station                                             | \$1,040,080         | 2020            | Capital        |
| 6                                                                                                                   | Phase II - Campbell Ave. / Florida Ave. Roundabout                                                                                        | Campbell Ave. / Florida Ave.                                          | \$600,000           | 2021            | Capital        |
| 7                                                                                                                   | Phase III - Campbell Ave. Road Diet                                                                                                       | Fairview Ave. to King St.                                             | \$1,100,000         | 2022            | Capital        |
| 8                                                                                                                   | Phase IV - Campbell Ave. Road Diet                                                                                                        | King St. to Florida Ave.                                              | \$755,000           | 2023            | Capital        |
| <b>Campbell Ave. Plan</b>                                                                                           |                                                                                                                                           |                                                                       | <b>\$4,895,080</b>  |                 |                |
| <b><u>CONNECTOR ROADS</u></b>                                                                                       |                                                                                                                                           |                                                                       |                     |                 |                |
| 9                                                                                                                   | Odd Fellows Rd. / Campbell Ave. Connector                                                                                                 | Odd Fellows Rd. to Campbell Ave. via Martin St.                       | \$5,500,000         | Demand          | Private/ED     |
| 10                                                                                                                  | John Capron Road Extension                                                                                                                | John Capron Road to Odd Fellows Road                                  | \$785,000           | Demand          | Private/ED     |
|                                                                                                                     |                                                                                                                                           |                                                                       | <b>\$6,285,000</b>  |                 |                |
| <b>Total Implementation</b>                                                                                         |                                                                                                                                           |                                                                       | <b>\$24,220,080</b> |                 |                |
| <b>* Planning level costs in 2013 dollars<br/>10% Engineering &amp; 20% Contengency included per Plan component</b> |                                                                                                                                           |                                                                       |                     |                 |                |



## 6.5 Federal & State Funding Opportunities

There are a wide range of grants available from state and federal agencies and programs, as well as from institutions and foundations. Some state monies are pass-through funds from federal agencies; most grant opportunities require a 'local match' and some are reimbursement-based. Following is a summary outline of those funding sources:

**MAP-21 Moving Ahead for Progress in the 21st Century** (Federal Funding via VDOT). Signed into law by President Obama on July 6, 2012, MAP-21 (P.L. 112-141) creates a streamlined, performance-based, and multimodal project funding program to address the many challenges regarding the U.S. transportation system. The act builds upon and refines earlier programs and policies, while restructuring core highway funding programs. Transportation enhancement activities under the former SAFETEA-LU have been redefined as "transportation alternatives" under MAP-21. Key transportation alternatives under MAP-21 that are applicable to project funding opportunities for Campbell Avenue and Odd Fellows Road Corridor improvements include:

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
- Construction, planning, and design of infrastructure-related projects that will provide safe

routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.

More information of MAP-21 can be found at <http://www.fhwa.dot.gov/map21>.

**Safe Routes to School Program** (Federal Funding via VDOT). Safe Routes to School (SRTS) is a federally funded program that offers both infrastructure and programmatic grants to encourage healthier lifestyles and safe opportunities for school age children (K-8) to walk or bike to school. Since many of the design elements needed to improve walkability for children coincide with the Campbell Avenue Corridor Plan recommendations, this is a special funding opportunity to implement much needed pedestrian improvements around W.M. Bass Elementary School on Seabury Avenue.

A January 2013 infrastructure grant application submission included \$263,825 for improvements around Bass Elementary. Key elements of that application include widening sidewalks along Campbell in the immediate vicinity of the school, improving pedestrian crosswalks and signals, and improving Seabury Avenue sidewalks with "curb extensions/bump-outs," creating a safe, enjoyable route from Campbell Avenue to the school. Other improvements, including filling gaps in disconnected sidewalks, are planned for later grant applications. The City is waiting to hear the status of the 2013 application.

### **Additional Federal Government Funding Sources:**

Federal Economic Stimulus Funding (via VDOT)  
Community Development Block Grant Program  
U.S. Environmental Protection Agency, Environmental Education Grants Program  
Chesapeake Bay Gateways Program  
Conservation Reserve Program (USDA)  
Wetlands Reserve Program (USDA)  
Watershed Protection and Flood Prevention (Small Watersheds) Grants (USDA/NRCS)  
Urban and Community Forestry Assistance Program (USDA)  
Small Business Tree Planting Program (SBA)  
Economic Development Grants for Public Works and Development of Facilities (The US Department of Commerce, Economic Development Administration (EDA))

### **State Funding Opportunities:**

Virginia Land Conservation Foundation  
Virginia Department of Conservation and Recreation (DCR)  
Virginia Recreation Trails Fund  
Land and Water Conservation Fund (LWCF)  
Virginia Department of Forestry (DOF)  
Water Quality Improvement Fund

## 6.6 Local Funding Opportunities

**CIP Funding.** Local governments can commit an annual appropriation for transportation improvements, including multi-modal projects, roadway improvements, pedestrian & bicycle facilities and park & open space development through their Capital Improvements Programs (CIP). The area land use/master plan will define projects for inclusion into the CIP. CIP funds can be earmarked for matching funds when seeking grants with such requirements.

### **Private Real Estate Developer Funding.**

In Virginia, many new residential and non-residential development projects include roadways, pedestrian/bicycle, open space, greenway and other improvements which are funded by the real estate developers of those projects. The developer “proffers” (proactively offers) a set of infrastructure improvements as part of her application for project approval by the local governing bodies. A number of roadway improvements within the study area, including the proposed corridors connector road and the extension of existing roadways, may be funded in part through the proffer approach.

**Local Private-Sector Funding.** Private industries and businesses may donate property, cash, discounted materials, and/or in-kind services. Examples include: Donations of trail easements; cash for a way-finding signage systems, pedestrian links, street furnishings or specific greenway projects. Donations of services by businesses, including equipment and labor, can reduce the costs of park and trail improvements.

**Volunteer Organizations.** Volunteer organizations can be created to aid in the development of greenways and trails within the area. Volunteers are an invaluable resource either in actual greenway construction or by conducting fund-raisers. A manual for park volunteers should be developed to guide and regulate their work. The manual should include a description of appropriate volunteer efforts, request forms, waiver and release forms, and a completion form (where volunteers are asked to summarize their accomplishments). Virginia State Parks has been quite successful in using such ‘friends’ groups for special park project implementation.

**Trail and Greenway Sponsors.** A sponsorship program for greenway amenities and trails system elements of the master plan, allows for smaller donations to be received both from individuals and businesses. Lynchburg has already had success in using private sector sponsorship of street and roadway landscaping projects. The program must be well planned and organized, with design standards and associated costs established for each amenity. Project elements can include mile markers, call boxes, trash receptacles, benches, entry signage, directional signs, interpretive brochures, bollards, and picnic areas.

**Public Private Transportation Act of 1995 (PPTA).** The Public Private Transportation Act of 1995, as amended, is a legislative framework that allows the Commonwealth of Virginia and qualifying local governments to enter into agreements with private entities to construct, improve, maintain and/or operate transportation facilities. A PPTA offers benefits in that faster project solutions can be realized while enhancing economic efficiency such that greater return of investment (ROI) is realized.

## 6.7 Private Sector Assistance

With about 300 businesses and 6,700 employees in the area as of 2010, implementing this plan will be a joint effort between public institutions and private stakeholders and landowners. The City of Lynchburg’s Office of Economic Development helps administer a number of federal, state, and local programs that can be used to promote plan implementation through the private sector.

**HUB Zone.** Small businesses in high-unemployment, low-income areas can receive an economic boost from the HUBZone contracting program. The HUBZone (Historically Underutilized Business Zones) program provides contracting assistance to small businesses located in economically distressed communities to promote job growth, capital investment and economic development in these areas. The program’s benefits for HUBZone-certified companies include competitive and sole source contracting, a 10% price evaluation preference in full and open contract competitions, as well as subcontracting opportunities. The Federal government has a goal of awarding 3% of all dollars for Federal prime contracts to HUBZone-certified concerns.



**EDA Capital Investment Grant.** A local incentive of cash or infrastructure improvements to eligible projects for capital investment. 2% of capital investment up to \$10M, 1% of capital investment over \$10M, maximum incentive value \$350,000. All taxes generated by capital investment must generate a positive ROI over a 36-month period, subject to verification and the terms of a performance agreement.

**EDA Job Creation Grant.** A local incentive of cash or other improvements, generally up to 2% of the increase of the annual payroll for full-time employees with health benefits if base employment is increased by more than one-third, netting a minimum of thirty new FTEs in one year, subject to payroll audit and performance agreement.

**Virginia Jobs Investment Program.** This program offers customized recruiting and training assistance to companies that are creating new jobs or experiencing technological change.

**Revolving Loan Fund.** This is a source of money that offers innovative financial services, by providing working capital at competitive rates when traditional bank financing is not feasible, and tax-exempt Industrial Revenue Bonds.

**Technology Zone.** The entire city is a Technology Zone, offering tax abatement for capital investment and job creation for qualified businesses. Technology businesses are broadly defined, and include sectors from advanced manufacturing to engineering, electronics to pharmaceuticals.

**Enterprise Zones.** The City of Lynchburg has two Enterprise Zones encompassing over 4,000 acres of the City that includes prime commercial real estate and industrial park lots. The Enterprise Zone program is an economic development tool administered at the local level. E-Zones provide cash grants for real property improvements and job creation within the designated zones.

**State Grants: The Real Property Investment Grant** provides up to \$200,000 for real estate rehabilitation or new construction with over \$100,000 of initial investment. The **Job Creation Grant** provides a cash grant up to \$800 per job per year or per 5-year period.

**Local Grant: The Local Enterprise Zone Redevelopment Grant Program** is designed to assist property owners and/or businesses with real property and capital investment projects, while decreasing vacancy rates, revitalizing designated areas, and increasing the City's tax base. Commercial, industrial, and mixed-use commercial (with no more than 80% residential) are eligible for funding of up to 1/3 of the qualified renovation, rehabilitation or capital improvement costs, with a maximum of \$25,000. Unlike the State grant, it has no required minimum of initial investment, but does have limited total amounts available each year.

**New Market Tax Credits (NMTC).** NMTC is a federal program that permits taxpayers to receive a credit against Federal income taxes for making qualified equity investments in designated Community Development Entities (CDEs). Substantially all of the qualified equity investment must in turn be used by the CDE to provide investments in low-income communities. The credit provided to the investor totals 39% of the cost of the



ENTERPRISE ZONES WITHIN AND AROUND THE STUDY AREA

investment and is claimed over a seven-year credit allowance period.

**Real Estate Rehabilitation & Renovation Tax Credits.** A local incentive that provides a tax exemption for five years on the value added to commercial or industrial real estate through rehabilitation or renovation.

**Federal and State Rehabilitation Tax Credits.** These income tax credits, administered by the state, are available to help offset investment in buildings that were built prior to 1936, or are “certified historic.” 10% and 20% options are available on the Federal level and 25% is available from the State depending on which category the building falls into. All alterations must adhere to the Secretary of the Interior’s Standards for Rehabilitation.

# APPENDIX

**Roundabouts:** (VDOT WEBPAGE) <http://www.virginiadot.org/info/faq-roundabouts.asp>  
(VDOT BROCHURE): <http://www.virginiadot.org/info/resources/roundabouts.pdf>

Selection from the above brochure ([click link for full document](#)):

## Roundabouts in Virginia

The Virginia Department of Transportation has begun using roundabouts in certain situations to enhance safety and reduce delays encountered by the motoring public.

Roundabouts have been used effectively throughout the world for many years. In recent years, they have been used here in the United States to reduce crashes, traffic delays, fuel consumption, air pollution and construction as well as maintenance costs, while quite often moving more traffic and enhancing intersection beauty. They have also been used to control speed in residential neighborhoods and are accepted as one of the safest types of intersection designs.

Roundabouts differ from the old, larger traffic circles in three major areas:

- 1) A roundabout is generally smaller in diameter, requiring lower traveling speed.
- 2) At roundabouts, the entering traffic yields the right-of-way to the circulating traffic. This yield-at-entry rule keeps traffic from locking up and allows free flow movement.
- 3) The splitter and center islands of a roundabout deflect entering traffic and reinforce the yielding process.

### Why use a roundabout?

- ❖ **Safety** — Roundabouts have been shown to reduce fatal and injury crashes as much as 75 percent. The reduction in crashes is attributed to slower speeds and reduced number of conflict points.

- ❖ **Low maintenance** — Eliminates maintenance and electricity costs associated with traffic signals, which could possibly be as much as \$5,000 per year per intersection.
- ❖ **Reduced delay** — By yielding at the entry rather than stopping and waiting for a green light, delay is significantly reduced.
- ❖ **Capacity** — Intersections with high volumes of left turns are often better handled by a roundabout than a multi-phased traffic signal.
- ❖ **Environmental** — A reduction in delay corresponds to a decrease in fuel consumption and air pollution.
- ❖ **Aesthetics** — The central island provides an opportunity to beautify the intersection with landscaping.

### What do roundabout signs look like?

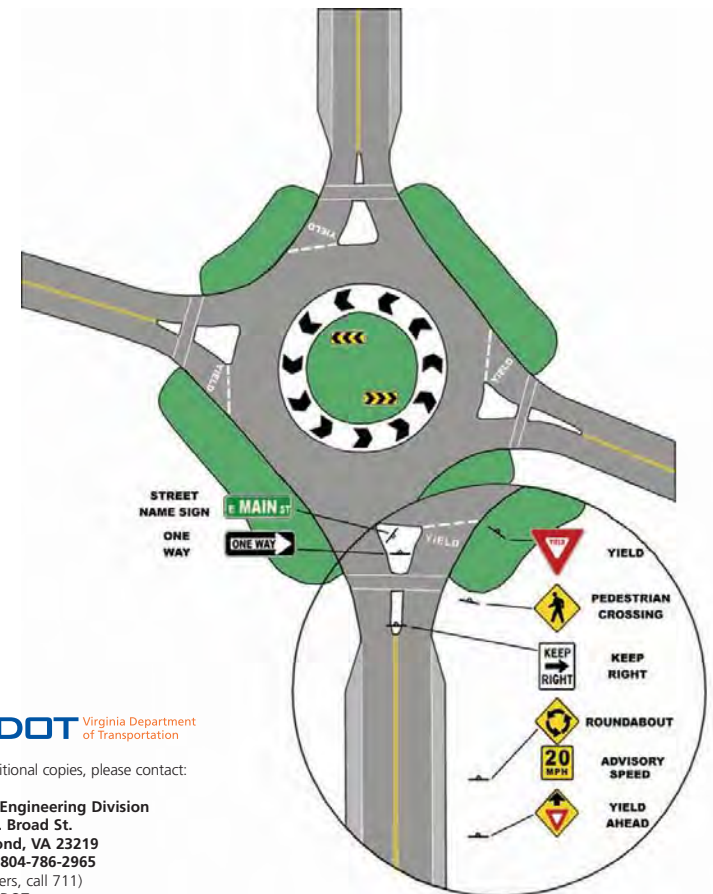
Roundabouts are easy to use. You simply position your vehicle correctly and indicate where you want to go.

Roundabout "Yield" signs together with "Yield" line markings are placed at the intersection of each approach road with the roundabout.

Advance Roundabout Warning Signs advise that you are approaching a roundabout.

In Virginia, roundabouts will be either one lane or two lanes. Listed here are the procedures one must take to negotiate turns when approaching a roundabout.

Sample signing and pavement marking plan for a roundabout



**VDOT** Virginia Department of Transportation

For additional copies, please contact:

Traffic Engineering Division  
1401 E. Broad St.  
Richmond, VA 23219  
Phone 804-786-2965  
(TTY users, call 711)  
[VirginiaDOT.org](http://VirginiaDOT.org)

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**Complete Streets:** <http://www.smartgrowthamerica.org/complete-streets/complete-streets-fundamentals/complete-streets-faq>

**From the National Complete Streets Coalition (click the link above for more information):**

Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.

Creating Complete Streets means transportation agencies must change their approach to community roads. By adopting a Complete Streets policy, communities direct their transportation planners and engineers to routinely design and operate the entire right of way to enable safe access for all users, regardless of age, ability, or mode of transportation. This means that every transportation project will make the street network better and safer for drivers, transit users, pedestrians, and bicyclists – making your town a better place to live.

**What does a “Complete Street” look like?**

There is no singular design prescription for Complete Streets; each one is unique and responds to its community context. A complete street may include: sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.

A Complete Street in a rural area will look quite different from a Complete Street in a highly urban area, but both are designed to balance safety and convenience for everyone using the road. Check out our ‘Many Types of Complete Streets’ slideshow to see examples from across the country.

**Why do we need Complete Streets policies?**

Incomplete streets – those designed with only cars in mind – limit transportation choices by making walking, bicycling, and taking public transportation inconvenient, unattractive, and, too often, dangerous.

Changing policy to routinely include the needs of people on foot, public transportation, and bicycles would make walking, riding bikes, riding buses and trains safer and easier. People of all ages and abilities would have more options when traveling to work, to school, to the grocery store, and to visit family.

Making these travel choices more convenient, attractive, and safe means people do not need to rely solely on automobiles. They can replace congestion-clogged trips in their cars with swift bus rides or heart-healthy bicycle trips. Complete Streets improves the efficiency and capacity of existing roads too, by moving people in the same amount of space – just think of all the people who can fit on a bus or streetcar versus the same amount of people each driving their own car. Getting more productivity out of the existing road and public transportation systems is vital to reducing congestion.

Complete Streets are particularly prudent when more communities are tightening their budgets and looking to ensure long-term benefits from investments. An existing transportation budget can incorporate Complete Streets projects with little to no additional funding, accomplished through re-prioritizing projects and allocating funds to projects that improve overall mobility. Many of the ways to create more complete roadways are low cost, fast to implement, and high impact. Building more sidewalks and striping bike lanes has been shown to create more jobs than traditional car-focused transportation projects.

**Road Diets:** [http://safety.fhwa.dot.gov/provencountermeasures/fhwa\\_sa\\_12\\_013.htm](http://safety.fhwa.dot.gov/provencountermeasures/fhwa_sa_12_013.htm)

**From the Federal Highway Administration (click the link above for more information):**

The classic roadway reconfiguration, commonly referred to as a "road diet," involves converting an undivided four lane roadway into three lanes made up of two through lanes and a center two-way left turn lane. The reduction of lanes allows the roadway to be reallocated for other uses such as bike lanes, pedestrian crossing islands, and/or parking. Road diets have multiple safety and operational benefits for vehicles as well as pedestrians, such as:

- Decreasing vehicle travel lanes for pedestrians to cross, therefore reducing the multiple-threat crash (when one vehicle stops for a pedestrian in a travel lane on a multi-lane road, but the motorist in the next lane does not, resulting in a crash) for pedestrians,
- Providing room for a pedestrian crossing island,
- Improving safety for bicyclists when bike lanes are added (such lanes also create a buffer space between pedestrians and vehicles),
- Providing the opportunity for on-street parking (also a buffer between pedestrians and vehicles),
- Reducing rear-end and side-swipe crashes, and
- Improving speed limit compliance and decreasing crash severity when crashes do occur.

other resources:

**VDOT page on US 460/29 and Odd Fellows Road Interchange:**

click  
here!

**Campbell Avenue Access Management Study (June 2012):**

click  
here!

**Cursory Lane Reduction Analysis:**

click  
here!







# MEMORANDUM

## The Department of Community Development

### Planning

455-3900

To: Planning Commission  
From: Tom Martin, AICP, City Planner  
Subj: Campbell Avenue / Odd Fellows Road Land Use & Corridor Master Plan  
Date: April 24, 2013

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The Campbell Avenue / Odd Fellows Road Land Use & Corridor Master Plan is the culmination of planning efforts for this important area of the City. The catalyst for the plan was a "grass roots" planning effort spearheaded by the Office of Economic Development and Department of Parks & Recreation in the Campbell Avenue area and the announcement of full funding for the Odd Fellows Road and U.S. Route 460/29 interchange in July 2011.

During preparation of the plan, City Staff and consultants worked with a group of key stakeholders and fostered citizen engagement and input through a series of neighborhood meetings. The resulting document provides an "area-wide" plan and individual "master plans" for Campbell Avenue and Odd Fellows Road. While Campbell Avenue and Odd Fellows Road have unique conditions and land uses, they are closely related in that what happens on one affects the other.

During the Planning Commission public hearing on April 24, 2013, City Staff and the City's consultant Mr. Barry Carpenter, Sympoetica will present the plan and answer questions. Comments from the Planning Commission will be incorporated into the document and forwarded to Council for adoption and inclusion within the City's *Comprehensive Plan 2002-2020*.

If you have questions concerning the plan prior to the public hearing, please contact me at 455-3909 or at [tom.martin@lynchburgva.gov](mailto:tom.martin@lynchburgva.gov).

**MINUTES FROM THE APRIL 24, 2013 PLANNING COMMISSION MEETING (MINUTES HAVE BEEN APPROVED):**

- a. **Consideration of adopting the Campbell Avenue/Odd Fellows Road Land Use & Corridor Master Plan Study as part of the City's *Comprehensive Plan 2002 -2020*. The proposed master plan encompasses the area of the City between the Lynchburg Expressway and the City Limits and Candler Mountain Road and Florida Avenue. The plan proposes specific recommendations for Campbell Avenue and Odd Fellows Road improvements. Campbell Avenue is proposed to have two lanes with a center median and turning lane, complimented by bicycle lanes and wider sidewalks. Roundabouts are proposed at Campbell Avenue and Florida Avenue and Campbell Avenue and Old Campbell Avenue. Odd Fellows Road is proposed as a two lane road with a center median and turn lanes, complimented by a parallel bike/pedestrian path and sidewalk. Roundabouts are proposed at Odd Fellows and a relocated John Capron Road, Odd Fellows and Mayflower Drive and Odd Fellows at Albert Lankford Drive Drive and Murray Place. The plan also proposes a future connector road from Odd Fellows Road to Campbell Avenue and an extended road network in the Odd Fellows Road area. A series of greenway trail systems throughout the planning area is also proposed. As part of the plan, the Future Land Use Map is recommended for amendment for property located at Odd Fellows Road at Albert Lankford Drive Drive and Murray Place from Resource Conservation, Community Commercial and Employment 2 to Mixed Use; property at U.S. Route 460 at Odd Fellows Road extended and Top Ridge Road from Resource Conservation to Community Commercial; property located at Campbell Avenue and Florida Avenue from Medium Density Residential and Community Commercial to Mixed Use and property currently zoned B-1, Limited Business District, B-3, Community Business District and B-5, General Business District located on Campbell Avenue from Traditional Residential, Neighborhood Commercial and Community Commercial to Mixed Use.**

Mr. Martin explained that this study is the direct result of two things that started occurring at the same time. In the fall of 2011, there was a grassroots planning effort on Campbell Avenue that started with the office of Economic Development and Parks Recreation looking at ways to improve the livability of the Campbell Avenue neighborhood. About that same time, the governor announced the full funding of the Odd Fellows Road/460/29 interchange. Staff and Economic Development undertook a study of the entire area. You might not think of the two areas as being related, but what happens on one affects the other and provides opportunities for improvement. Mr. Martin acknowledged staff's appreciation of the team effort with Economic Development and acknowledged that Economic Development actually funded the study. Staff also worked closely with VDOT and its design team.

A key group of stakeholders was put together which included VDOT, City staff, GLTC, Region 2000, Virginia University of Lynchburg, Liberty University and the citizens of Lynchburg. The consultant team included Barry Carpenter of Sympoetica and Bill Wuensch of Engineering and Planning Resources, who did the traffic analysis of Campbell Avenue. We really relied on VDOT for the traffic piece of Odd Fellows Road.

Mr. Barry Carpenter presented an overview of the study. He explained the *Comprehensive Plan* calls for corridor studies and specifies Campbell Avenue. The interchange at 460 and 29 with Odd Fellows Road creates a new corridor and these are sister corridors in some ways. Mr. Carpenter explained that we worked with the stakeholder group and held a number of public forums over the last year.

The broad area of the study was approximately 3,000 acres with a focus on the two-mile Campbell Avenue corridor and the mile-and-a-half Odd Fellows Road corridor. The planning principles used in the study included "Complete Streets," which is a policy to encompass all the users of a street not just cars and trucks, as well as streetscape and utility improvements. Another principle used was "Contact



Sensitive Solutions,” a widely accepted set of principles that comes from the Federal Highway Administration, which is meant to make the streets fit the community. The overarching principle is to look at transportation planning and land use planning at the same time.

Mr. Carpenter went on to explain the land uses currently proposed in the plan show Campbell Avenue as a mixed use of commercial and residential uses. The uses around Odd Fellows Road are proposed for employment and industrial uses. The same is true of the current zoning patterns. Mr. Carpenter showed an overview of the study area and pointed out that the new interchange will benefit several vacant parcels in the Odd Fellows Road area. He remarked that the Odd Fellows Road corridor plan looks at three major components. It is looking at an upgrade around Albert Lankford Drive as a new mixed use center because there is a lot of opportunity for infill. The interchange is bringing dramatically improved traffic into this area and opening up possibilities for employment or distribution uses. They want to show that the existing street grid can be extended to improve and incentivize economic development. It also shows a connector from the extended Odd Fellows Road near 460 going up to Florida Avenue.

They have worked with GLTC to see where their highest transit stops are within both corridors. New transit amenities and bus pull offs are proposed for these sites. Mr. Carpenter explained that roundabouts are being proposed to promote better circulation, safety and place making. There is an oval roundabout proposed for Albert Lankford Drive and Murray Place that resolves the traffic problem of conflicting left turns. The cross section for this roadway is essentially 12-foot wide lanes to accommodate trucks with a center lane that alternates with left turn lanes as needed. Landscaping is proposed in areas not needing a left turn lane. Mr. Carpenter remarked that this is a conceptual plan and it will all have to be designed. The right-of-way for Odd Fellows Road is variable and they have looked at very different kinds of treatments with that in mind.

A key piece is the bridge overpass over the railroad. That is scheduled for replacement and when replaced, the recommendation is for it to accommodate trucks, bicycles and pedestrians. Mr. Carpenter pointed out there is a major shared used path shown outside of the traffic lanes behind the sidewalks on one side of the road that connects the whole annex area down along Odd Fellows Road to the new interchange, across the interchange and south into the campus. It is a brand new, very safe pedestrian and bicycle facility.

Mr. Carpenter pointed out another proposed roundabout at Mayflower Drive. It is important to note that the traffic engineers looked at VDOT traffic studies generated as part of their traffic analysis of the interchange and its impact on the area. This affords us another opportunity to reposition how these roads work and look and fit into their communities. The plan proposes rear access to some properties. Some of those parcels may actually change in use or redevelop because of the improved access.

Mr. Carpenter explained that the connector road has a number of reasons behind it. It is obviously for connectivity but will also open a whole lot of road frontage along 460. The shared access path continues here and VDOT has integrated a ten-foot path on one side of the bridge as it goes across 460. VDOT is building a roundabout at the terminus of the base of the mountain on Top Ridge Road. That roundabout will be a new gateway into Liberty University. There will be some commercial activity around that area as well.

Mr. Carpenter moved into an overview of the Campbell Avenue corridor plan. The studies that were conducted for the Odd Fellows Road interchange indicated a reduction in the pace of traffic on Campbell Avenue. Therefore, the traffic engineer has shown that the number of lanes can be reduced (called a “road diet”). The “road diet” would reduce it to one lane in each direction but will allow for left turns where possible, landscaping where possible and bicycle lanes. This will also allow for better pedestrian improvements behind the curb as well. The right-of-way varies along Campbell Avenue and the plan allows for that with different contours.

Mr. Carpenter touched on the way that access management plays into this plan as well. Access management is a principle that manages the number of curb cuts at intersections and tries to cut down on left turn movements and conflicting movements along the roadway. For instance, cutting down on the number of driveway entrances makes the road much more readable and safer for the public.

Mr. Wuensch did a feasibility study of the road diet for Campbell Avenue. Currently, the traffic numbers have increased slowly over the past 25 years, but the new interchange redistributes traffic. That is what makes the road diet possible for the future of Campbell Avenue. There are also two more roundabout opportunities at Florida Avenue and at the Virginia University of Lynchburg. He also pointed out where bike paths can go along an abandoned railway path behind Virginia University of Lynchburg connecting with the Kemper Street station.

Mr. Carpenter pointed out a major crossing for children going to Bass Elementary School and Younger Park. This area is recommended for very careful treatment for pedestrian crossing facilities. The plan implements the opportunity afforded by the Safe Routes to Schools grant funded by VDOT for such purposes.

Mr. Carpenter gave an overview of the proposed changes to the *Future Land Use Map* if this plan is adopted as well as the proposed changes to the public transit system. He also went over the proposed timeline for implementing this plan. The interchange is proposed for 2017. After that, improvements up to Mayflower Drive would occur followed by improvements up to Albert Lankford Drive. Improvements on Campbell Avenue would start with the roundabout at Virginia University of Lynchburg and then building the road diet down to Fairview Avenue. Then the bicycle trails would be developed up to Kemper Street station. Next, the Florida Avenue roundabout would be constructed followed by the completion of the road diet from Fairview Avenue to King Street. The last road diet would be finished to Florida Avenue. Then the connector road would be constructed; however, this could be a market driven connector road built as demand dictates. The last component would be to fulfill dead ended John Capron Road up to Odd Fellows Road.

Chair Sale asked for anyone who wished to speak in favor of the plan. No one came forward. He asked for anyone who wished to speak in opposition to the plan or with questions.

Mr. Jim Harris of Harris Trucking came forward to speak. He has owned and operated the business since 1968 and has been at Harris Lane, one block east of Albert Lankford Drive, since 1972. He would like to commend the City for looking into the future and trying to beautify it. He would like to caution them that the largest truck users in the City come off Odd Fellows Road at Murray Place going to RR Donnelly (about 60 to 80 a day). Mr. Harris was not sure how you would maneuver from Murray Place if you wanted to back east to the bypass. Mr. Carpenter said that the alignment would pick up Albert Lankford Drive and Murray Place and that is the reason it is extended. The roundabout will be designed to accommodate traffic off both of those arteries. Mr. Harris cautioned them not to run one of their largest taxpayers out of the City. Mr. Harris sees three roundabouts within three quarters of a mile from 460 to get to RR Donnelly. Mr. Carpenter assured Mr. Harris that the movements he is concerned about would be totally acceptable and the roundabouts will be designed to accept the trucks. Mr. Carpenter assured Mr. Harris that they will look at the left turn movement as they get into the design and respond to his need as much as they can.

Mr. John Thornhill, one of the developers of Lynchpin Industrial Park and owner of property in that area, came forward to speak. They welcome the improvements but have a couple of concerns. The rerouting of John Capron Road cuts through two parcels and they feel that would be detrimental to the development of those two parcels. They also feel that the cross sections shown in the report merit more study. There are a number of businesses in the industrial park that have driveways that do not line up. Some of them have to back their tractor trailers in off the road. They feel that the area should be kept



open with a left turn lane rather than a raised landscape median. Overall, Mr. Thornhill thinks it is a good plan and looks forward to the new interchange and the improvements that will come after it.

Mr. Gary Case came forward to speak. He noted that on page 24 there was a recommendation that Odd Fellows Road should be a four-lane road with a center turn lane. He notes that the proposed plan shows a landscape median. He endorses a four-lane road because of the staggered driveways. Trucks coming in and out of those driveways, if it is only two lanes, will create dangerous situations. He thinks the roundabout when you are coming off the expressway by the LU Annex will create a dangerous situation. He also cautioned them about rezoning industrial land for mixed use because that does not help the long-term job situation. He also did not understand the reason for spending \$5.5 million on the connector road because it will parallel 460, which is a four-lane road. Why not just have cars go down 460 and get off at Campbell Avenue and use that money to improve the other end of Odd Fellows Road. He thinks things always look good on paper but do not always get done. He would like to see them design something that is economically practical. He thinks this plan has a lot of good in it but is overdone, in his opinion. He does like the fact that the interchange will take a lot of truck traffic off of Candler's Mountain Road.

Mr. Jeff Catlett came forward to speak. He wondered what the latest traffic counts are on Campbell Avenue. He thinks there will be a big impact on the businesses along Campbell Avenue during peak hours with people being able to get in and out of them easily. Chair Sale said they would get an answer for him during the rebuttal period.

Ms. Deb Pond came forward to speak. She represents Support Services of Lynchburg across from Advance Auto Parts on Campbell Avenue. She is concerned with the emergency vehicles getting through the roundabout and then maneuvering through the road diet plan. She is also concerned with the backup of traffic that she sees every day during rush hour. It does not seem to her that the Odd Fellows Road interchange would affect that traffic much.

Mr. Martin read a letter from Reverend Peter Stazen II, the pastor of the Grace Presbyterian Church at 3300 Carroll Avenue. It is addressed to the "City of Lynchburg Planning Commission Public Hearing RE: Odd Fellows Road Land Use and Corridor Master Plan. As a representative of the congregation of Grace Orthodox Presbyterian Church located at the corner of Odd Fellows Road and Carroll Avenue, I express some concerns we have about the Odd Fellows Road Corridor and Master Plan. Thank you for the opportunity to give comment.

A few of us from our congregation have attended a couple of the VDOT public meetings concerning the proposed construction of an interchange on Interstate 460 connecting with Odd Fellows Road. Our interest in attending these meetings were to learn how this interchange would affect our church's physical and related safety issues. We were surprised to learn that any widening of Odd Fellows Road would fall under the city of Lynchburg's purview and even more surprised to learn that their (the City's) drawings of road improvement is only conceptual having yet to be approved and funded. Hence this is why this public meeting is being held today by the Planning Commission.

Most would likely agree that an interchange at the proposed site would reduce the traffic congestion at the Candler's Mountain Road interchange as well as open up more ready access to some of the businesses on and off Odd Fellows Road. Plus an Odd Fellows interchange makes easier direct connection with the 29 expressway. It appears to be a win-win situation for all, but it will be a lose-lose situation until the Odd Fellows Corridor is constructed. It appears that the City is already behind the proverbial 8-ball with VDOT planning construction beginning in 2014/15 with completion scheduled for 2017.

To our thinking this raises four major traffic and safety problems if the interchange is completed before the City has made any improvements and enhancements to the Odd Fellows Road corridor. First,

according to a traffic engineer from VDOT the current volume of vehicles using Odd Fellows Road will increase six times to 8000. That is only projected and the volume may prove to be higher. Such volume without any widening of Odd Fellows Road will congest the intersection of Mayflower and Odd Fellows Roads making it very difficult for vehicles to move with ease in and out of driveway entrances at the businesses near that intersection (i.e., DMV, Fleet Pride, Custom Converting). Such congestion could feasibly back up traffic as far as Carroll Avenue affecting entrance and exits from our parking lot.

A second problem is that such an increase in the volume of traffic will potentially cause collisions where Carroll Avenue intersects Odd Fellows Road. Even now drivers need extra caution making a left hand turn onto Carroll Avenue as there is currently a blind spot at that juncture with a slight hill obscuring oncoming traffic. To my knowledge there has never been a collision at this site, but an addition of 6500 hundred cars and trucks per day sure gives increased potential to collisions. Sundays are generally not a problem but that will drastically change once the interchange becomes a reality. The Master Plan removes the left hand turn onto Carroll Avenue but even so, the plan is still only conceptual pending approval by the Planning Commission, the City of Lynchburg, funding, and construction. Yes, a simple NO LEFT TURN would solve the problem at least temporarily.

A third potential problem is the safety of the children of our congregation. While our children do not play in the street they do find themselves adjacent to Odd Fellows Road even though well within and on church property. Sundays pose little hazard as traffic volume is minimal with the commercial businesses closed on this day, but with increased traffic volume from the interchange we trust you understand our concern for the safety of our children and other pedestrians. The Master Plan offers solutions; but what are we and our neighbors to do until the Corridor is completed?

A fourth problem, is the noise pollution, that is, the increase of the level of noise that added traffic will add to the community and within our buildings. Being a commercial area the truck traffic will greatly increase as will the noise levels.

In summary, without the City of Lynchburg Odd Fellows Road corridor improvements being completed at or near the same time of VDOT interchange construction we envision four major problems: 1. Major congestion of the Odd Fellows Road intersection with Mayflower Road making access to our driveways (DMV, Fleet Pride, Custom Converting, Grace Presbyterian Church) difficult and hazardous, not to mention the wait time to exit driveways of Jefferson Lighting, the Catering company, and other businesses located on Odd Fellows Road. 2. Potential collisions occurring at the intersection of Odd Fellows Road with Carroll Avenue. 3. Safety of children and other pedestrians. 4. Noise pollution.

The Master Plan appears favorable, but our issue is the apparent lag time between the interstate construction and construction of the Odd Fellows Corridor. Thank you for your time."

Mr. Carpenter addressed the concerns raised by the speakers. Mr. Carpenter pointed out that the recommendation for a four-lane road on Odd Fellows Road was made by a citizen group at the public forum meeting and not by VDOT. The VDOT proposal is for one lane in each direction and the bridge accommodates only that as well. He understands the other concerns about the median and configurations and those can be considered. He does not know the traffic counts on Campbell Avenue, however, there are two documents referenced in the appendix where that data can be found. Mr. Carpenter reiterated Mr. Wuensch's finding that the road diet is feasible once the interchange is constructed due to the volume of traffic on Campbell Avenue projected to be reduced. Mr. Carpenter remarked that the cross sections with the treatment of left turn lanes and roundabouts will improve both flow and safety.

With regard to the emergency vehicles on Campbell Avenue, city staff has talked about the Opticum system. It allows emergency vehicles to activate traffic signals. There will be opportunities for people to move over both in the turn lanes and in the bicycle lanes.



Mr. Martin wanted to address Mr. Thornhill's comments. He called Mr. Thornhill and discussed the relocation of John Capron Road. Quite frankly, if Mr. Thornhill is not willing to allow it, it will not occur. It would have to occur within the current right-of-way. Staff feels that the relocation of John Capron Road is fully reasonable and justified in order to open up Mr. Thornhill's land for development. If it is not relocated, more than likely, that roundabout will go away because it would be too close to the ramps of the interchange.

With regard to the connector road between Odd Fellows Road and Campbell Avenue, it has a two-fold purpose. One was to take some of the traffic off of Mayflower Drive, which is a very narrow road that goes through some residential areas. We will be looking at ways to conserve those neighborhoods as we go through the upcoming *Zoning Ordinance* rewrite. The connector road would be constructed as the market demanded and that is the important piece—to open up areas for development and to allow more visibility to 460 and 29.

Mr. Martin also wanted to be very clear about where VDOT's interchange will begin and end and he pointed out those improvements on a diagram. What staff is looking to do is to deal with the traffic all the way from the interchange to the expressway. VDOT's data shows that if the intersection with Mayflower Drive stays a signalized intersection, it becomes a Level of Service F, which means grid lock. Roundabouts are good scenarios because they do not stop traffic. They yield traffic to vehicles already in the roundabout and maintain a smooth, efficient traffic flow. At the time of design, it may be necessary to take a different look at the median. There could be the opportunity for a center lane treatment similar to what is being done in the Midtown Connector.

Mr. Martin also addressed Mr. Harris' question about the roundabout. If a truck were going from Murray Place to Odd Fellows Road, it would turn right. If a truck were coming from Odd Fellows Road, it would go around the roundabout onto Murray Place. Mr. Martin reiterated that the roundabouts are designed for truck traffic. Mr. Martin pointed out that this prevents trucks from having to stop and wait in order to make a left turn onto Murray Place. Mr. Martin acknowledged Mr. Case's remark that the roundabout is very close to the ramp and that will have to be looked at in the design phase but the roundabout would actually function very well in this area.

In terms of maintaining industrial land, Mr. Martin commented that he had spoken with Genworth about this plan. They did not have any negative comments about the plan. This is not the final plan. Obviously the property owners have the ultimate say. What we are trying to do is create opportunities. We would like to put zoning in place in the future to allow this plan to evolve. This is a different place now. It is a Liberty University annex. You can see the ill effects of not having pedestrian access in this area. Liberty has relayed to the City that they have no intention of eliminating the student housing in this area. So mixed use is certainly reasonable to see in this area to go along with already existing commercial uses.

With regard to Campbell Avenue, we are trying to create livable communities. The citizens said they would like to see bicycle lanes and pedestrian amenities. Recently, the Planning Commission resolved to do a Complete Streets study, which thinks about all users. We cannot continue to focus just on the vehicular traffic.

Mr. Gary Case came back to say that he likes many things about the plan such as the bicycle lanes and pedestrian amenities. He just thinks that there needs to be a lot more study of the landscape median and the turning movements.

Chair Sale closed the public hearing portion of the petition. Commissioner Swienton asked if the Fifth Street roundabout is currently designed for tractor trailers. Mr. Martin said it is and also handles our largest fire truck. Commissioner Swienton asked if there is any crash data for tractor trailer accidents in

roundabouts. Mr. Martin said he is not aware of any data specific to tractor trailers. He knows that there is data that shows roundabouts to be safer than signalized intersections in general. They eliminate T-bone accidents. Mr. Martin thinks there have only been two or three accidents in the Fifth Street roundabout and those have been DUI related.

Commissioner Swienton asked Mr. Case to come up for a question. He asked Mr. Case if he sees a difference between a four-lane road and a two-lane road in terms of realizing the most tax revenue base as parcels open up for development. Mr. Case did not think that there is any question that four lanes is the only way to go because it will allow trucks to get in and out of driveways without stopping traffic.

Commissioner Swienton asked Mr. Carpenter if the road diet allows for right turn cuts. Mr. Carpenter said that conceptually there is no dedicated deceleration lane for right turns except at major intersections. Mr. Carpenter remarked that it is a good point that can be worked out in the details.

Commissioner Swienton asked how much Resource Conservation acreage will go into commercial. Mr. Martin said the only Resource Conservation acreage affected is near the interchange. There is no doubt that once the interchange opens, there will be pressure for some type of retail development. He does not have the exact acreage.

Commissioner Kennedy asked about what will be done with the utility poles when the sidewalks are widened on Campbell Avenue. Mr. Martin said that in recent projects, the trend has been to relocate all the utility poles on one side of the street. Burying the utilities is very expensive, somewhere between \$500,000 and \$1 million a block. Moving the utility poles from one place to another is at the cost of the utility company since they are located on City property. Mr. Martin said that they did not get into that level of detail with this plan but burying the utilities could possibly be looked at in some key areas.

Commissioner Hooper thinks it is a good plan but we need to research the comments made by citizens today. He asked if the plan will be amended based on those comments. Mr. Martin said it would be amended based on comments made by the Planning Commissioners today. With regard to the center turn lane issue on Odd Fellows Road, Mr. Martin suggested that they could create some cross sections showing a paved center turn lane with some architectural treatments. When they go into final design, they would pick the best option.

Commissioner Hooper asked about addressing the letter from the church. Mr. Martin said that he agrees with what the church is concerned about which is not developing the rest of Odd Fellows Road along with the new interchange. Staff is looking at getting this plan in place so that they can start securing funding to get these improvements started. Commissioner Hooper pointed out that the pedestrian improvements should make Odd Fellows Road safer, thus addressing one of the concerns of the church.

Commissioner Swienton asked if the purpose of the interchange is to get traffic off of Wards Road or is it to open up land for development. Mr. Martin thinks it has multiple purposes. One is to create a more convenient truck access to Odd Fellows Road. In doing so, it takes some of the truck traffic off of Mayflower Drive in both directions and creates another gateway into Liberty University. It will also take some of the truck traffic off of Candler's Mountain Road. It is increasing the routes that people can take from point A to point B. What it looks like is very important to the City because it will be here for fifty to seventy-five years. Do we want it to look like everywhere else or do we want to create a unique employment opportunity area?

Commissioner Swienton is concerned with taking traffic from a four-lane road to a four-lane road but doing that with a two-lane road. Mr. Martin pointed out that we did all our cross sections within existing right-of-way. If you go to four lanes, more than likely you will not have room to do the sidewalks or the multi-use trail. So at what cost are you doing four lanes? You are throwing the Complete Streets



concept right out the window when you know there are students at the other end that need to get to the university and we would like to give them the opportunity to walk or ride a bike. Mr. Carpenter pointed out that VDOT's interchange is designed for two through lanes. The bridge is designed for two through lanes.

Chair Sale thought Mr. Case had made a compelling argument about how difficult it is for traffic to get on and off Odd Fellows Road at the expressway and wondered if there are improvements proposed for it in terms of a deceleration lane and dealing with traffic that might back up due to the roundabout. He wondered if that had been part of the study. Mr. Martin pointed out that there will be a lot of storage of cars at these points and reminded them that roundabouts do not stop traffic. If you put a traffic signal in its place, that would be a very concerning situation. Chair Sale thinks that we need to look at that in terms of it being affected by the interchange and the Odd Fellows Road traffic pattern because he concurs with Mr. Case's concerns.

Mr. Martin reminded them that this is a planning document. We are trying to get a plan in place with which we can move forward. VDOT is aware of this plan but this is definitely something we would like at when we go to design.

Chair Sale thinks this plan will be as important to this area of the City and likened it to how the downtown plan has been instrumental in revitalizing that area. Chair Sale would like to move this plan forward and understands that the plan will evolve during the design phase.

Commissioner Swienton asked how students will cross the street at the roundabout. Mr. Martin explained how they will cross one lane and then there is a pedestrian refuge and then they cross another lane.

Commissioner Coleman asked if they are adopting this plan today as part of the *Comprehensive Plan*. Mr. Martin said he is asking for their edits and then their recommendation to move this forward to City Council. Commissioner Coleman said he would be abstaining because of his involvement with the Virginia University of Lynchburg.

Commissioner Hooper said he is in favor of recommending this go forward to City Council but he is not sure he understands all the points they want to put in as far as amendments. Mr. Martin said that he heard that they would like particular attention to be paid during the design phase to the ramps coming off the expressway in relation to the placement of the roundabout. Commissioner Swienton said he would be most comfortable with a written list of suggestions prior to their next meeting.

Mr. Martin said they are trying to get the plan in place as soon as possible for when they go to VDOT to talk about the interchange. They were hoping to get this to Council in June. Mr. Martin wanted clarification about what points they would like addressed.

Commissioner Swienton would like the issue of the Resource Conservation acreage that will go to commercial to be addressed. Maybe it is not even supposed to be designated Resource Conservation. We are being asked to change possibly 60 acres (Mr. Carpenter's estimate) without much information.

Mr. Martin asked if they would like more information on tractor trailers using roundabouts. Commissioner Swienton stated he would.

Commissioner Coleman said he has some concerns about the area around Virginia University of Lynchburg but he will allow stakeholders to address those concerns.

Mr. Martin had a list of the concerns and stated that some of them will have to come back as proposed amendments. One is the option of a center turn lane on Odd Fellows Road. Another is the

supporting traffic study of the expressway 29 to the roundabout at Albert Lankford Drive—basically that the study would have to be done prior to any final design. They would like more information about the Resource Conservation area on the south side of 460 and if there is anything significant about the acreage that it should remain Resource Conservation. They would like more information about tractor trailers using roundabouts. They would like more information about not using John Capron Drive with its current alignment. Commissioner Swienton would like more information from the City's Traffic Engineer about having or not having right turn cuts at major curb cuts on Campbell Avenue and any expected impact on traffic. Commissioner Swienton would also like an opinion from the Economic Development Authority on any industrial land that would be lost. Mr. Martin said the EDA only meets every so often but he could get that from the director of Economic Development. Mr. Martin will also check the figure given by Mr. Case that only four percent of the City's land is currently zoned for industrial purposes.

Commissioner Hooper would like to know if there will be any change in the speed limits on these roads. Mr. Martin thought it would force people to follow the posted speed limits.

Commissioner Swienton noted that overall, the plan is very solid. Commissioner Swienton made a motion to table this item until the next meeting, which was seconded by Commissioner Hooper. The motion passed by the following vote:

|              |                                    |   |
|--------------|------------------------------------|---|
| AYES:        | Hooper, Kennedy, Sale and Swienton | 4 |
| NOES:        |                                    | 0 |
| ABSTENTIONS: | Coleman                            | 1 |
| ABSENT:      | Barnes and Hannon                  | 2 |



April 24, 2013

**PLEASE PRINT**

[illegible]

## Odd Fellows Rd and Campbell Ave

### Master Plan Meeting

Wednesday, May 15, 2013

5:00-6:30pm

|         | First Name        | Last Name  | Company                     | Email Address |
|---------|-------------------|------------|-----------------------------|---------------|
|         | Aubrey N.         | Blanks Jr. | R.E. Michel                 |               |
|         | David             | Brooks     | RR Donnelley                |               |
|         | Cathy             | Fitzgerald | CA Tooling                  |               |
|         | Paul              | Fitzgerald | CA Tooling                  |               |
|         | Steve             | Gatzke     | Lynchburg City Schools      |               |
|         | Steve             | Harrington | Harrington Corp             |               |
|         | Larry             | Jackson    | APCO                        |               |
|         | Thomas            | Johnson    | Thomas Johnson Furniture Co |               |
|         | Steve             | Jones      | Delta Star                  |               |
| No show | Deb               | Pond       | Support Services of VA      |               |
|         | Mike              | Rudder     | Lynchburg City Schools      |               |
|         | Andy              | Sale       | Planning Commission         |               |
|         | Mamoon            | Staya      | Delta Star                  |               |
|         | Jeff              | Thompson   | Fleet Labs                  |               |
| No show | John              | Thornhill  | Modern Buildings            |               |
|         |                   |            |                             |               |
|         |                   |            |                             |               |
|         |                   |            |                             |               |
|         |                   |            |                             |               |
|         |                   |            |                             |               |
|         |                   |            |                             |               |
|         | <b>City Staff</b> |            |                             |               |
|         | Don               | De Berry   |                             |               |
|         | Melissa           | Dismond    |                             |               |
|         | Kevin             | Henry      |                             |               |
|         | Tom               | Martin     |                             |               |
|         | Lee               | Newland    |                             |               |
|         | Ann               | Nygaard    |                             |               |
|         | Marjette          | Upshur     |                             |               |
|         | Kent              | White      |                             |               |





# MEMORANDUM

## The Department of Community Development

### Planning

455-3900

To: Planning Commission  
From: Tom Martin, AICP, City Planner  
Subj: Campbell Avenue / Odd Fellows Road Land Use & Corridor Master Plan  
Date: May 22, 2013

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The Planning Commission conducted a public hearing concerning the Campbell Avenue / Odd Fellows Road Land Use & Corridor Master Plan on April 24, 2013. After the public hearing the Planning Commission discussed and/or requested additional information on the following topics:

***1. The use of a center turn lane v. a landscaped median on Odd Fellows Road.***

The plan as currently drafted recommends a center turn lane with strategically placed left turn lanes for access management purposes. The proposed cross sections indicate roadside elements on the west side of Odd Fellows Road which would include a ten (10) foot shared use path (for pedestrians and bicyclists) and a varying width zone for the installation of streetlights, street trees and other roadside elements. The ten (10) foot shared use path retains a constant width throughout the corridor. The proposed cross sections indicated roadside elements on the east side of Odd Fellows Road would be varying in width and would include sidewalks, street lights and other roadside elements.

As discussed during the April 24, 2013 Planning Commission meeting, a center turn lane could be added as an alternative to the median. This center turn lane could contain a decorative treatment as is being used on the "Midtown Connector" currently under construction and would facilitate easier left turn movements for heavy truck traffic. Additional plan graphics have been prepared to indicate a center turn lane as an option and will be included in the plan at the direction of the Planning Commission.

***2. That an additional traffic study be conducted concerning the Business 29 Lynchburg Expressway / Odd Fellows Road ramps and the installation of a roundabout at Albert Lankford Drive, Murray Place and Odd Fellows Road.***

When the proposed Odd Fellows Road / U.S. 460 interchange opens it is anticipated that the majority of truck traffic will no longer access Odd Fellows Road via Business 29 Lynchburg Expressway. While the removal of truck traffic and the construction of a roundabout in this area is anticipated to improve conditions in this area, the location and function of the roundabout in relation to the ramps will be considered in detail during the design phase prior to construction. Under the sponsorship of the Office of Economic Development, *City Staff met with owners and tenants of the First Lynchburg Industrial Park on May 15, 2013. The purpose of the meeting was to further explain the proposed plan, and discuss the functionality of roundabouts in relation to truck traffic. Planning Commissioner Chair, Andy Sale was in attendance at the meeting.*

**3. *The area of Resource Conservation being proposed for Community Commercial and supporting reasons for change.***

The plan recommends amending the *Future Land Use Map (FLUM)* for forty (40) acres located on the eastern side of U.S. 460/29. Of the forty (40) acres, five and five tenths (5.5) acres are currently designated for Low Density Residential Uses and the remaining thirty-four and five tenths (34.5) acres are currently designated for Resource Conservation uses on the *FLUM*. (Attachment 3A) Of the forty (40) acres, fifteen and three tenths (15.3) acres are currently zoned Resource Conservation and twenty-four and seven tenths (24.7) acres are currently zoned R-2, Low-Medium Density Residential Conditional. (Attachment 3B) The area is currently wooded and contains moderate to steep slopes of eight percent (8%) to more than twenty percent (20%). A mapped stream is located in the south western portion of the area proposed for amendment. While the current designation of Resource Conservation is reasonable for the area as it currently exists, the area will dramatically change as a result of the construction of the proposed interchange. The area will be graded with a series of cut and fill slopes and will include a roundabout and "stub" streets to Top Ridge Road. (Attachments 3C & D) The area will become an additional gateway to Liberty University, which is anticipating growth in this area extending west towards the existing campus. Due to the grading which will occur, the location in relation to the interchange and the University, the proposed Community Commercial use is justified for the area.

**4. *Additional information on tractor trailers using roundabouts.***

Roundabouts can and do effectively handle large truck traffic. By design roundabouts include a truck apron to accommodate large trucks. Information received from the Virginia Department of Transportation indicates the roundabout located in Amherst County at Business 29 and U.S. Route 460 is currently accommodating over 7100 vehicles per day of which 1491 are trucks. (Attachment 4A) Informative videos on roundabouts and their use by trucks have been posted in the Planning Commission drop box and will be shown during the May 22, 2013 meeting. (Attachments 4B & 4C) At the direction of Planning Commission a statement indicating particular attention to truck traffic should be considered during the design phase of all proposed roundabouts.

**5. *Alignment of John Capron Road extension.***

The plan proposes the relocation of right-of-way to the north for an extension of John Capron Road. This realignment would allow the construction of a roundabout at the intersection of John Capron Road and Odd Fellows Road. The current property owner has stated that he is not in agreement with the proposed realignment as it may decrease development potential of the property. While staff believes this realignment could create better development potential and access to the property with the construction of a roundabout (a roundabout may be prohibited in this location if right-of-way is not relocated) staff recommends the plan be amended to show the roundabout at the current alignment of John Capron Road. Final location and feasibility of a roundabout without realignment of John Capron Road will need to be considered during the design phase.

**6. *The use of right turn lanes on Campbell Avenue.***



The City's Transportation Engineer has stated that right turn lanes on Campbell Avenue may be warranted in some locations. At the direction of Planning Commission a statement indicating that right turn lanes should be considered and included where applicable during the design phase.

**7. The designation of Industrial Property as Mixed Use.**

The area proposed for a Mixed Use Designation consists of 66.29 acres and contains multiple zoning designations (Attachment 7A) The table below indicates the existing zoning of the area:

| <b>Zoning</b> | <b>Acres</b> |
|---------------|--------------|
| R-C           | 0.59         |
| B-3           | 1.8          |
| B-5           | 25.74        |
| I-2           | 38.16        |

While the majority of the area proposed for a mixed use designation is currently recommended for Employment 2 uses (Attachment 7B) it has developed as a mix use area. The area currently contains the Liberty University Annex, Multiple Restaurants, Retail Stores, and a large office use (Genworth). While heavy industrial uses would not be appropriate in the area proposed as Mix Use, it would allow for the expansion of Genworth or other office uses, it would also allow other supporting retail, restaurant, and residential as a refinement of what currently exists.

**8. The current percent of land zoned industrial in the City.**

The table below indicates the percent of land zoned industrial in the City:

| <b>Industrial Zoning</b>       |              |                                  |
|--------------------------------|--------------|----------------------------------|
| <b>Zoning</b>                  | <b>Acres</b> | <b>Percent of Zoned Property</b> |
| I-1                            | 180.91       | 0.67%                            |
| I-2                            | 1380.7       | 5.13%                            |
| I-3                            | 1920.04      | 7.14%                            |
| <b>Total Industrial Zoning</b> | 3481.65      | 12.94%                           |
| <b>Total All Zones</b>         | 26,904.85    | 100.00%                          |

**MINUTES FROM THE MAY 22, 2013 PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED):**

Campbell Avenue/Odd Fellows Road Corridor Master Plan (tabled from April 24, 2013 Planning Commission meeting): Anne Nygaard gave a summary of the changes that have occurred since that meeting. There were diagrams showing the possible options for the turn lane on Odd Fellows Road. One option shows the original landscape median and another option shows it with a paved center lane similar to what is being done on the Midtown Connector. It would not be an "all or nothing" scenario. There would be points where it would be landscaped and points where it would be a paved center turn lane. These decisions would be made when it goes to the design phase.

With regard to converting approximately 40 acres of Resource Conservation to Community Commercial on the *FLUM*, approximately 15 acres are currently zoned Resource Conservation and approximately 25 acres are zoned R-2, Low to Medium Density Residential. Approximately five acres are currently designated Low to Medium Density and approximately 35 acres are currently designated Resource Conservation on the *FLUM*. It is important to note that as this area is graded and the new interchange is put in, the area is becoming ripe for new commercial development. It will also be a new gateway to Liberty University.

With regard to whether roundabouts can accommodate trucks, the Amherst County roundabout was examined. The Amherst County roundabout actually sees more traffic than what VDOT is projecting Odd Fellows Road will see by the year 2037. There are very few accidents at this roundabout and when there are accidents, there are very few injuries. At the meeting with stakeholders held on May 15<sup>th</sup>, staff showed two videos of trucks navigating roundabouts, which showed them doing so quite fluidly. Ms. Nygaard noted that the local business representatives that attended the meeting gave staff favorable feedback telling staff that the plan looked great and to go ahead with it.

There was some concern expressed by the commission about the property (approximately 66 acres) that is being converted to mixed use at the end of Odd Fellows Road. The current zoning already shows multiples uses in place. Ms. Nygaard commented that although the *FLUM* shows the area to be designated for Industrial or Employment 2 uses, the area has really developed as mixed use already. There are restaurants there, as well as Liberty's annex and Genworth Financial.

Chair Sale asked for the motion that was tabled from the April 24<sup>th</sup> meeting. Staff clarified for him that there was no motion on the table. The commission had tabled the matter for further consideration. Chair Sale asked staff what motion they would be asking them to make today. Staff clarified for him that it would be a recommendation to move the plan forward to City Council for their consideration. Staff also clarified for him that the legal notice for the April 24<sup>th</sup> meeting was broad in nature and covers the changes that are for their consideration today.

Commissioner Hooper asked about the feedback from the stakeholder meeting. Ms. Nygaard said the feedback was very positive. She said that the meeting was dealing mainly with the roundabout issue. With regard to traffic coming off 29, Ms. Nygaard reported that they are anticipating that most of the traffic is projected to be coming off 460 and that there should not be much of an issue at 29. Once they get to the design phase, that part will have to be looked at a little bit more.

Commissioner Coleman asked for Mr. Harris, who was in the audience to come forward for his comment. Mr. Harris said he has had two meetings with the largest stakeholder in this game, R R Donnelly. If his representative at the stakeholder meeting, David Brooks, was noted as positive toward this plan, that was totally misconstrued. They met with Mr. Brooks' boss and he has a great concern about the proposed shape of the roundabout, which is currently oblong. They are concerned about its narrow shape. Mr. Harris reiterated a warning that they should not run one of Lynchburg's biggest commercial truck users and employers out of the city by making it impossible for trucks to get to their

plant. Another concern they have is where the Liberty students will enter the roundabout because that is not shown. Mr. Harris encourages them from a safety standpoint to have a little bit more work done on the plan.

Mr. Don DeBerry came up to address those comments. He first wanted to state that this is a planning document; it is not a set of designed road documents. Mr. Harris is correct that more engineering design work will need to be done to understand what will work best at the offset intersection at Albert Lankford Drive. This is basically an illustration of a concept. It is certainly one that will work. Roundabouts will work with trucks. They certainly have to be designed to accommodate trucks and that is a process that has not taken place yet. The work to understand how much right-of-way is needed for this project has been done by VDOT from 460 through the Mayflower Drive intersection. The work to understand the right-of-way needed and the road configuration from Mayflower Drive to the expressway has not been done yet and will need to be done as part of the design work. There are at least three configurations of that offset intersection that will be examined. Aligning the intersection is certainly one of the options that will be examined. A standard signalized intersection will be studied. A roundabout and probably an offset roundabout will be studied, which is what is shown in this planning document.

Chair Sale remarked that they discussed at the April 24<sup>th</sup> meeting the backup of traffic at this offset intersection coming from 29. It is their understanding that the intersection is not proposed for a signalized intersection so that the traffic can flow freely. It is also their understanding that the roundabout is a safer configuration for the Liberty students to negotiate. Mr. DeBerry said he is not sure he would agree that it is safer for pedestrians; however, he would agree completely that the roundabout is a better way to keep traffic moving freely and eliminate the possibility of a backup onto the expressway. If traffic stops, that would probably be safer for pedestrians, but the roundabout would be safer than the existing conditions because they cross one lane at a time and have a refuge island in between.

Chair Sale also mentioned that he heard at the meeting that the connector from Odd Fellows Road to Campbell Avenue will be market driven and asked Mr. DeBerry if that is how it would be in the design phase. Mr. DeBerry said he would agree with Chair Sale's assessment from the meeting. That road will not be of a high priority to the City until developers would need its construction.

Commissioner Swienton wanted to know if there are any traffic studies that look at accident data on oval roundabouts, particularly in terms of tractor trailers. Mr. DeBerry was not aware of any such studies. In his opinion, the shape of the roundabout should have no bearing on the safety considerations because the way they are entered and exited does not change. You have completely eliminated left turns out of the intersections. Commissioner Swienton said he is still very concerned with those with disabilities making their way onto a refuge island. Mr. DeBerry reiterated that the oval roundabout has not been settled upon. He is fairly certain that the roundabout at Mayflower Drive has been settled upon from a design perspective and a safety analysis. However, roundabouts are certainly safer for pedestrians to cross than an unsignalized intersection, which is the existing condition at Albert Lankford Drive. Roundabouts eliminate the majority of conflicts in an intersection. The drivers, as well as the pedestrians, have to look at fewer conflicts than a standard intersection.

Commissioner Swienton called Mr. Harris up for a question. He asked Mr. Harris for his personal experience driving a tractor trailer in roundabouts. Mr. Harris said they are no problem where there is not a large volume of traffic, if they are wide enough. Mr. Harris does not have a problem with roundabouts in general. He has a problem with the entrances and exits going off of this proposed one and its proposed width. With this proposed roundabout, if a truck is coming from the east, it has to go almost 360 degrees around it in order to get into R R Donnelly. Mr. Harris' problems are with how the pedestrians will navigate the oval roundabout and the fact that it has five turns that a tractor trailer will have to make if it wants to go into R. R. Donnelly.



Commissioner Swienton asked Ms. Nygaard if the plan calls for this roundabout explicitly or can it be changed in the design phase if it is determined that a roundabout is not the best option at this intersection. Ms. Nygaard answered that this roundabout will not be designed if it will not accommodate tractor trailers. The City wants to keep these businesses on Odd Fellows Road. The plan is not locked into a roundabout at this intersection.

Commissioner Swienton asked Mr. DeBerry what the trigger would be that would drive them away from a roundabout. Mr. DeBerry said it would probably be the inability to obtain enough property to design it properly. Because we are likely to spend federal dollars on this part of the road configuration, they will go through the federal process. That federal process requires that they have public meetings and a public hearing before we adopt a plan that identifies how much right-of-way we are going to buy and exactly whom that right-of-way is coming from. The cost benefit analysis will include the safety factor as well and it is used to compare the alternatives of a signalized intersection and a roundabout. At that point, the cost of realigning the intersection and putting in a traditional roundabout versus not realigning the intersection and making an oval roundabout work will be analyzed.

Commissioner Swienton asked about looking down the road twenty or thirty years and whether or not this could be a four-lane road with pedestrian features. Mr. DeBerry said it could be adapted and designed for four lanes in the future but can you afford to buy the right-of-way needed.

Chair Sale asked if this roundabout can be designed to accommodate R R Donnelly's trucks maneuvering it efficiently. Mr. DeBerry said it certainly can be. Chair Sale assured Mr. Harris that he is hearing from staff that the roundabout will be designed with R R Donnelly's efficiency in mind, as well as other users' efficiency and safety in mind. Mr. Harris said he hears what everyone is saying. You just don't want to put it in concrete.

Commissioner Hannon asked Ms. Nygaard to read the text in the plan that deals with this roundabout. She read from page 47 of the plan: "Albert Lankford Drive and Murray Place: This large roundabout will be oval in shape to accommodate the current alignments of these two streets. The roundabout will be the focal element for future mixed-use development in the surrounding area." Commissioner Hannon made a motion to change the language to "This proposed roundabout may be oval in shape to accommodate the current alignments of these two streets. The roundabout may be the focal element for future mixed-use development in the surrounding area." The motion was seconded by Commissioner Swienton. Commissioner Hooper thought that all the items they are considering from Mr. Martin's memorandum would need to be changed in the plan.

Ms. Nygaard said she has a list of four items they would like to considered for changes in the plan: 1) include center turn lane as an alternate option for median in cross section on Odd Fellows Road; 2) include that there will be consideration of right turn lanes on Campbell Avenue; 3) include option for John Capron Road to maintain its current alignment and 4) change wording on page 47 to: "This proposed roundabout may be oval in shape to accommodate the current alignments of these two streets. The roundabout may be the focal element for future mixed-use development in the surrounding area."

Commissioner Coleman wanted to clarify that it sounds like that in the end the design is going to ensure that what we are able to do and what needs to be done will all have been done. Mr. DeBerry said yes.

The commissioners voted on the motion made by Commissioner Hannon about the wording on page 47 and the vote was as follows:

|              |                                                    |   |
|--------------|----------------------------------------------------|---|
| AYES:        | Barnes, Coleman, Hannon, Hooper, Sale and Swienton | 6 |
| NOES:        |                                                    | 0 |
| ABSTENTIONS: |                                                    | 0 |
| ABSENT:      |                                                    | 0 |
| VACANCIES:   |                                                    | 1 |

The next item to consider was the option for a center turn lane as an alternate option for median in cross section on Odd Fellows Road. Where it will be appropriate will be determined in the final design phase. There was no objection from the commissioners to include this option.

The next item to consider was the consideration of right turn lanes on Campbell Avenue. This is proposed as an alternative depending on how the final design goes. There was no objection from the commissioners to include this option.

The next item to consider was that John Capron Drive not be realigned. The proposed plan shows John Capron Drive being realigned. There was no objection from the commissioners to include this option.

Commissioner Swienton asked if the Economic Development Authority had been able to comment on the plan. Ms. Marjette Upshur was present and stated that they had not been able to provide their comment for this meeting.

Commissioner Swienton asked if there were any concerns brought up at the stakeholder meeting last week. Ms. Nygaard said there were none that she recalled. Chair Sale was present at that meeting and stated that the principle focus of that meeting was the utilization of a roundabout by tractor trailers and there had been a couple of videos shown at that meeting that showed very large pieces of equipment being moved safely and efficiently through a roundabout.

Commissioner Swienton stated that the concept of connecting Route 460 and the expressway is great. If there was a separate proposal that came before them unrelated to this that wanted to change 34.5 acres of Resource Conservation area on the *FLUM* to Community Commercial would they just approve it without discussion and move on or would they discuss it. He thinks they would normally have discussion about it and that is his biggest concern. He will feel compelled to rezone Resource Conservation land in this area in the future because the *FLUM* will already have been amended. Personally, he thinks they are just skipping over that part.

With regard to four lanes on Odd Fellows Road, Commissioner Swienton seems to remember that the 501 bypass was originally designed for four lanes but started off as two lanes. In the mid 1980's, if there had been a plan for Wards Road to be put on a "road diet" to shrink it down to two lanes, what would be the current conditions traveling through that area. He is thinking about how this connector will be decades from now limited to two lanes. Commissioner Swienton would like to see some type of language in the plan that says there is a long-term option to expand this connector to four lanes and maintain access for pedestrians and other modes of transportation to the extent possible. Ms. Nygaard said the plan is not locking us into two lanes. Commissioner Swienton interprets that it is locking us into two lanes for many decades. Commissioner Swienton did acknowledge that it would be a very major and expensive undertaking to take it to four lanes.

Mr. DeBerry wanted to explain how the state and federal funding process works. The design and planning horizon for that process is 25 years past the supposed open date of the project. VDOT looked at the projected traffic for the next 25 plus three years and said it is only seeing the need for a two-lane facility. That particular transportation plan has been approved by the federal government. That does not stop the City from going back in the future and acquiring more land or filling out the existing right-of-way to four lanes. Ms. Nygaard commented that good urban planning does not say to expand your roads. It

says to provide alternate routes, which is what this plan is doing. The grid is being extended so that traffic is not forced to compile on Odd Fellows Road. Mr. DeBerry reiterated that this is the reason a "road diet" can be proposed for Campbell Avenue.

Mr. Kent White came up to make a comment. He reminded them that the City is adopting this corridor as they have done with all of their corridor plans, as part of the *Comprehensive Plan*. We evaluate all those plans, along with the *Comprehensive Plan*, every five years and we do continuous updates. The language anywhere in the *Comprehensive Plan* is recognized as a vision for the future but that vision will change. There are residential, commercial and industrial uses on this corridor already. It is the City's hope that those uses continue to be symbiotic relationships all the way through, but we recognize that this corridor may be very different decades from now and at that time, we would need to do another update to this corridor plan.

Commissioner Swienton said he is trying to make sure that nothing is constructed in the areas where they might need to acquire land for the expansion of this road into four lanes. He would like to see the chess pieces laid out properly. Mr. White said this goes back to the fact that this is a planning document. This is our best vision today. There are procedures in our ordinance to allow the changes Commissioner Swienton is referring to more so than a concept plan. Mr. White wanted to point this out for the commissioners as well as for the audience and wanted to reiterate that once this interchange is put in, if we do not improve this corridor at the Mayflower Drive/Odd Fellows Road intersection, the level of service is projected to drop to a level of service "F." The idea is that we want to get this plan moving and identify funding sources is the key driver for this corridor plan but recognizing that it may change in the future.

Commissioner Hannon noted that the City cannot stop development from occurring on a piece of property where it allowed by right because of a plan that it might do in the future. That would be the taking of property without just compensation or eminent domain. Commissioner Swienton noted that he understands that; however, a developer might want to make a proffer to make their proposal more desirable if the City's future for expansion were known.

Commissioner Hooper asked if the timeline for construction has changed so that it will coincide with the construction of the interchange or at least shortly thereafter in terms of the City's priorities in the CIP. Mr. DeBerry said the City Manager and VDOT have been in discussions but he does not think that the funding priorities of the City have been changed around yet but it may very well happen shortly, as City Council realizes the importance of moving this project up in priority.

Commissioner Barnes noted that they could pass this plan without amending all the Resource Conservation area to Community Commercial. It could be separated until there is a more specific proposal before them as to how that land should be developed. He is not sure about the resource value of this property and would need more information in order to make an informed decision. Mr. DeBerry assured them that the state completed an environmental impact study of the resource conservation area needed to construct the interchange as part of the federal funding process requirements. Commissioner Swienton pointed out that the entire 34.5 acres in question is not necessary for the construction of the interchange. Mr. DeBerry said that the entire area has been looked at by the state and they found that there was no significant impact on the environment by making this change; however, he recognizes that has nothing to do with what the City's take on that issue.

Chair Sale asked if there was anyone in the audience who wished to comment. Mr. Case came forward. He said he understands that this plan is considered conceptual but these types of plans tend to get memorialized. Mr. Case was on the original group that formed the *Comprehensive Plan* and had predicted that it would become part of zoning, which it has. Rezoning is now a two-part process where you first have to amend the FLUM. Mr. Case feels that there have been no changes to the plan since the April 24<sup>th</sup> meeting and they are being asked to recommend the same plan that was presented to them at



that meeting. He would like to see the commission put some caveats in its recommendation that there were major concerns expressed by the public about safety and commerce.

Chair Sale said he is hearing Mr. Case say that the concerns of the commercial and industrial area should be a significant part of the design concept. Mr. Case said that would be fair to say and would like it emphasized to Council that the plan needs a lot of study. Chair Sale noted that Council reads the commission's minutes and all these comments will be read by Council. To further clarify, Chair Sale and Ms. Upshur both noted that it is the City's desire that the improvements to this corridor will both enhance and expand commercial and industrial interests in this area.

Commissioner Coleman said it is apparent to him that staff is not just arbitrarily picking stuff out of the sky but has done some level of research and has been instructed by other appropriate authorities as to what to do. Our job is certainly to check on that but he does not think staff is just pulling things out of the sky or seeking to misrepresent the intent of individuals in this process.

Commissioner Barnes said it is his understanding that they are not being asked to approve the same thing that came before them at their April 24<sup>th</sup> meeting. Some changes have been made to address some of the commission and the public's concerns.

Commissioner Coleman made a motion to recommend that this plan be forwarded to council for its consideration with the understanding that the minutes will reflect all the comments put forth by the public and with the list of amendments voted on previously at this meeting. The motion was seconded by Commissioner Barnes.

Commissioner Swienton noted that he fully appreciates the professionalism and knowledge of the staff and notes that they have put a lot of time into this and created a vision of what their experience shows would be best for the area. He is going to vote for it but if he were grading it, he would grade it as a "B." Connecting the two major roads is a big plus but the environmental side is still a great concern for him.

Commissioner Hannon noted that this is a problematic intersection and they are not going to be able to solve it at the planning commission level, so he will be voting in favor of this plan.

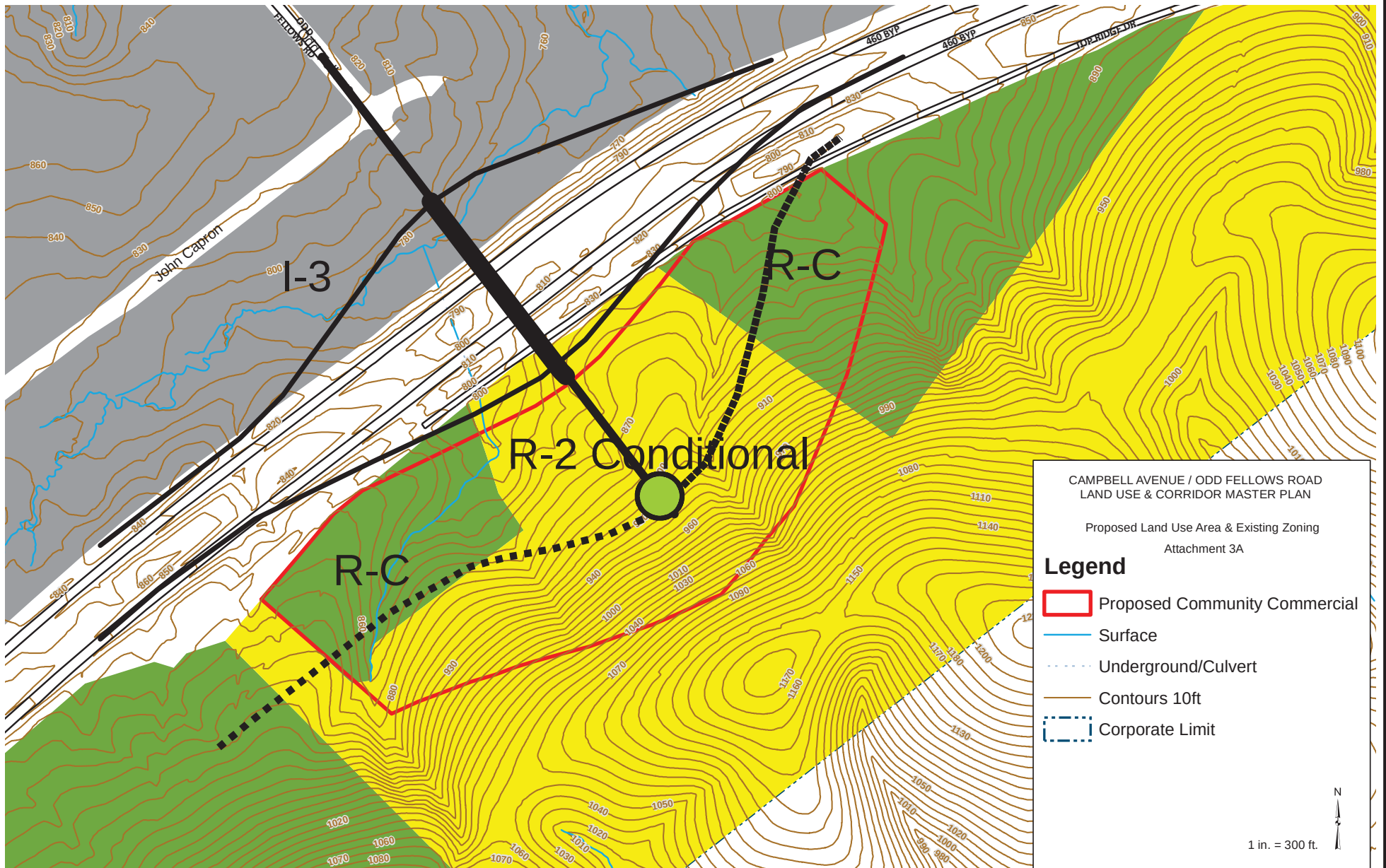
Commissioner Hooper noted that he is in construction and you are never going to put something in place that you are going by each step of the way. It is going to take a lot of people a lot of time to develop this from a concept to a reality. He thinks the public's concerns are valid and need to be considered heavily during this process. He will be voting for this but with the knowledge that a lot of people are going to have to work together to do what is best for everyone.

Commissioner Coleman noted that he appreciates those that have come to these meetings and articulated their concerns. That always helps this process in a great way.

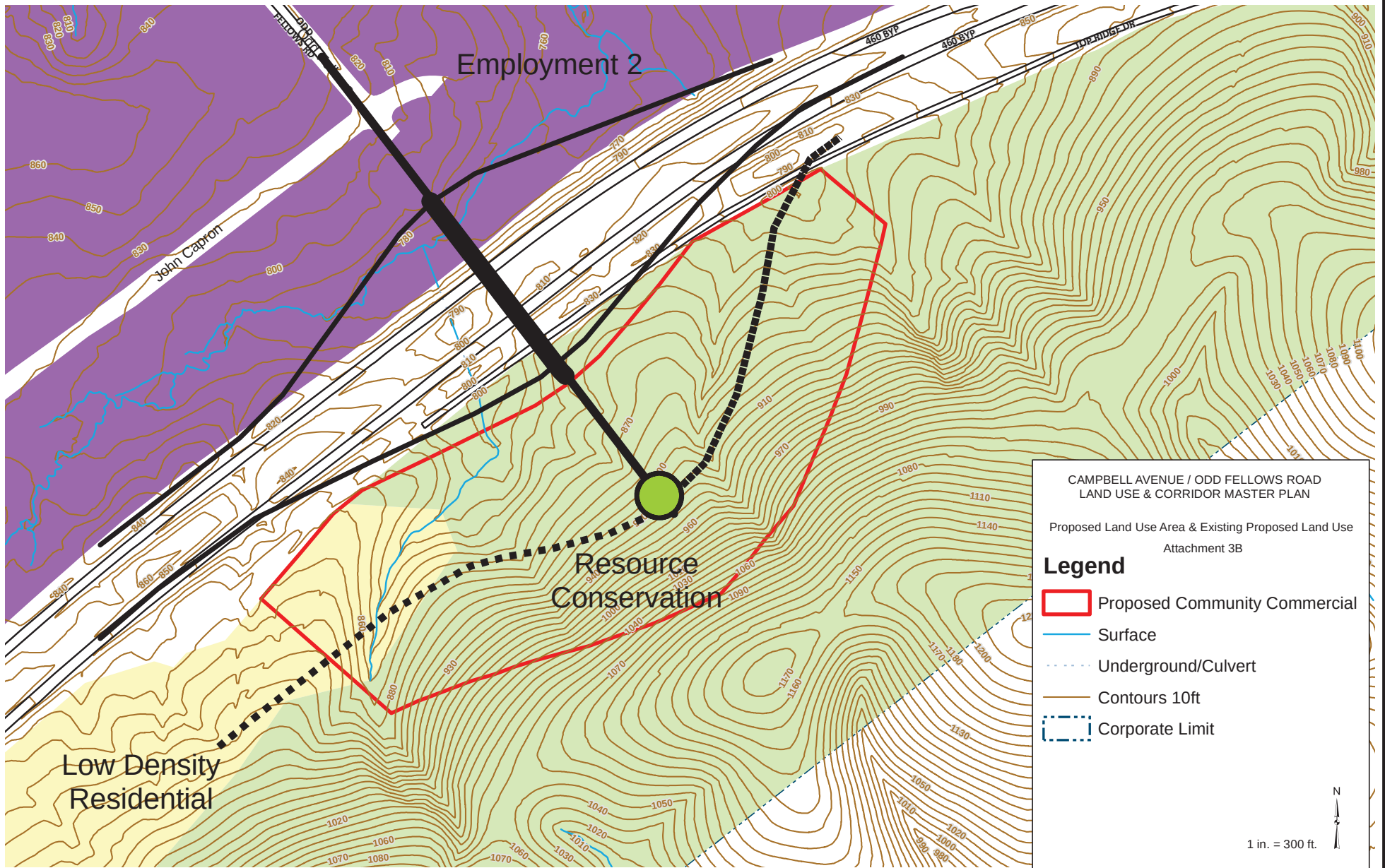
Chair Sale noted that they have been given an interchange somewhat surprisingly and he sees it as a new entrance into Liberty and a new entrance into commercial/industrial Lynchburg. We now have an opportunity to create a new environment in this area. He thinks it is a great opportunity and we have taken a great shot at it. It is a concept plan and we have looked at the safest, most efficient ways of doing this. As we go into the design phase, he hopes that there is continued discussion between the City and the stakeholders with regard to how this plan can be empowered for the economic development of this part of the City.

The motion passed by the following vote:

|              |                                                    |   |
|--------------|----------------------------------------------------|---|
| AYES:        | Barnes, Coleman, Hannon, Hooper, Sale and Swienton | 6 |
| NOES:        |                                                    | 0 |
| ABSTENTIONS: |                                                    | 0 |
| ABSENT:      |                                                    | 0 |
| VACANCIES:   |                                                    | 1 |









# LIMITED ACCESS HIGHWAY

By Resolution of Commonwealth Transportation Board dated

PROJECT MANAGER: JAMES H. HARRIS  
SUPERVISOR: DAVID HARRIS  
DESIGNED BY: JAMES HARRIS  
CHECKED BY: JAMES HARRIS & JAMES HARRIS

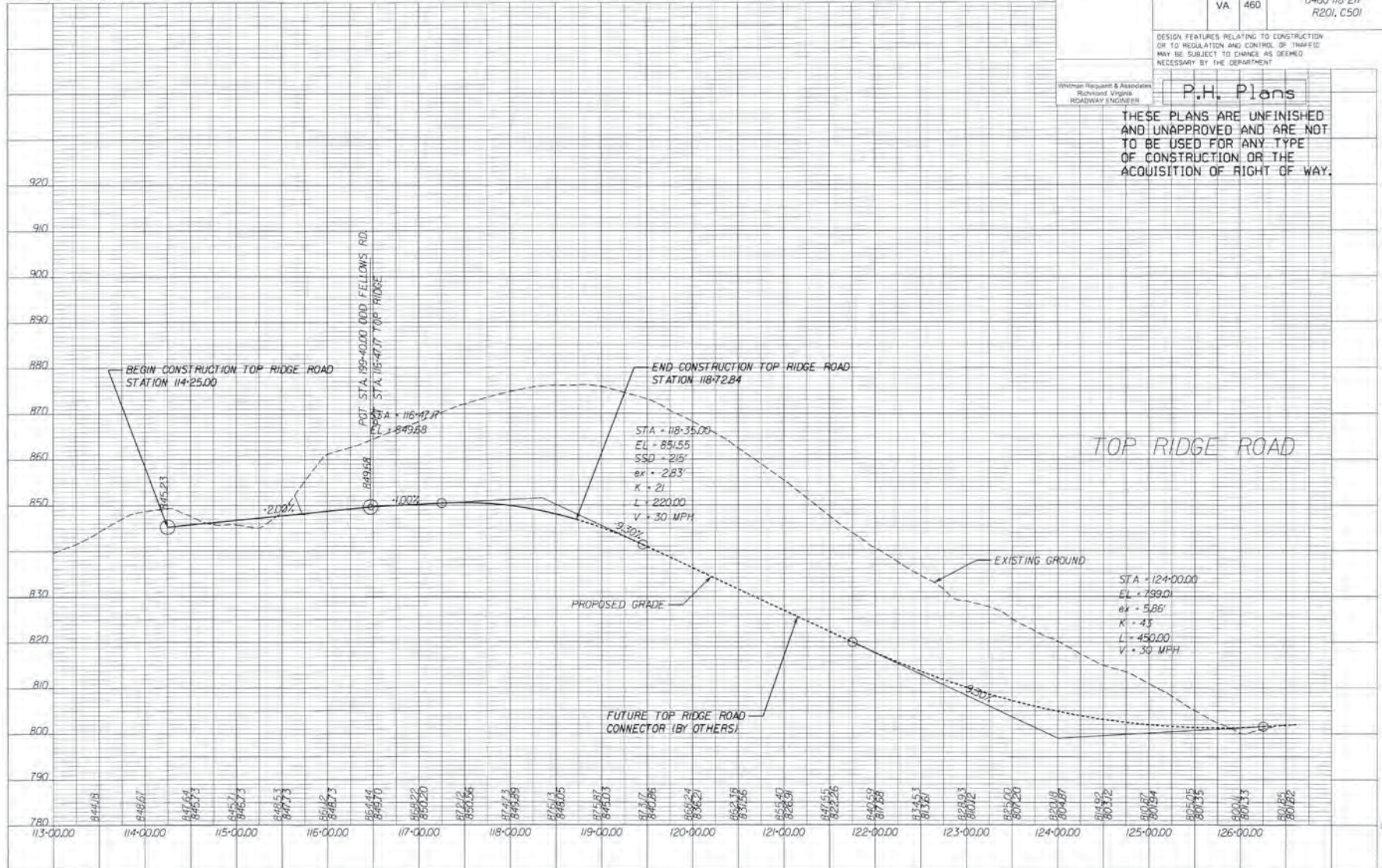
| REVISION | STATE | ROUTE | PROJECT                    | SHEET NO. |
|----------|-------|-------|----------------------------|-----------|
|          | VA    | 460   | 0460-118-217<br>R201, C501 | 5A/51     |

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

William McQuinn & Associates  
Richmond, Virginia  
ROADWAY ENGINEERS

P.H. Plans

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.



PROJECT: 0460-118-217  
SHEET NO.: 5A/51

View:  
Profile, Cross  
Grade



# LIMITED ACCESS HIGHWAY

By Resolution of Commonwealth Transportation Board dated

Utility Owners  
City of Lynchburg  
Lynchburg, Virginia 24502  
Contact: Scott Perkins  
Telephone: 434-455-4248  
scott.perkins@lynchburg.gov

## Utility Owners

Water & Sewer  
City of Lynchburg  
Lynchburg, Virginia 24502  
Contact: Scott Perkins  
Telephone: 434-455-4248  
scott.perkins@lynchburg.gov

Gas  
Columbia Gas  
1500 Rutherford Street  
Lynchburg, VA 24502  
Contact: Steven Bishop  
Telephone: 434-238-1304  
steven.bishop@columbia.com

Electric  
Approach Power  
400 Mayflower Road  
Lynchburg, VA 24502  
Telephone: 434-660-8285  
doyle.bracks@approach.com

CATV  
Comcast Cable  
2820 Unimark Drive  
Lynchburg, VA 24502  
Contact: David Brooks  
Telephone: 434-660-8285  
doyle.bracks@comcast.com

Telephone  
Verizon  
553 Leesville Road  
Lynchburg, VA 24502  
Contact: Leslie Schmitt  
Telephone: 434-237-9522  
leslie.schmitt@verizon.com

Telephone (Fiber)  
Lumina Networks  
828 Main Street Suite 902  
Lynchburg, VA 24502  
Contact: Tim Agee  
Telephone: 434-420-5334  
agee@lumina.com

Telephone (Fiber)  
MBC - Mid-Atlantic Broadband Cooperative  
100 Conroy Drive Suite 4  
South Boston, VA 24592  
Contact: Chris Coleman  
Telephone: 434-570-1306  
chris@mbc.vic.com

| REVISION | DATE | ROUTE | PROJECT                    | SHEET NO. |
|----------|------|-------|----------------------------|-----------|
|          | VA   | 460   | 0460-118-217<br>R201, C501 | 5         |

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DETERMINED NECESSARY BY THE DEPARTMENT.

Within Right-of-Way and Adjacent  
Right-of-Way  
HYDRAULIC ENGINEER

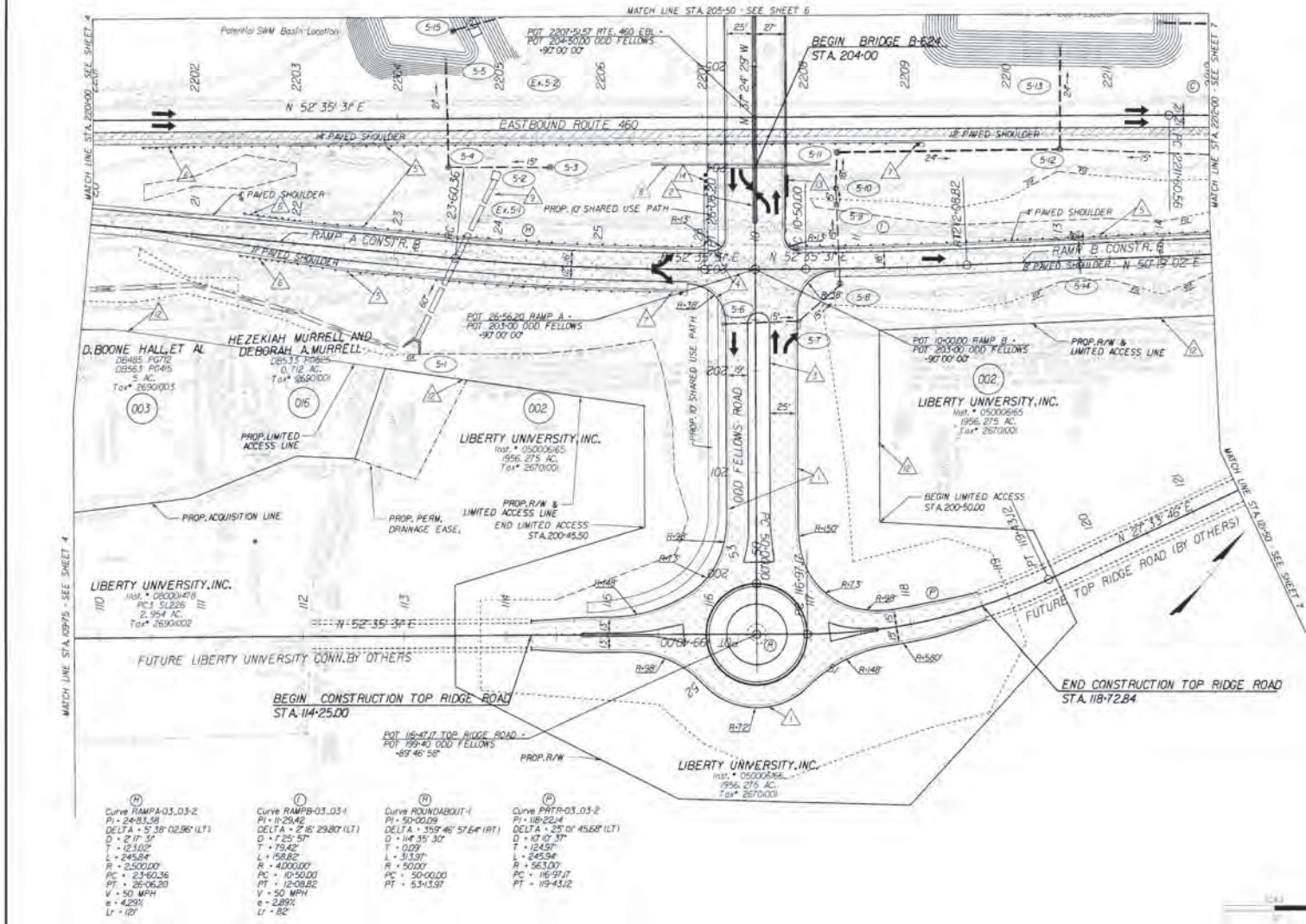
## P.H. Plans

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

- Denotes Construction Units in Cuts
- Denotes Construction Units in Fills
- Denotes Proposed Pavement
- Denotes Pavement Paving and Resurfacing
- Denotes Pavement Paving and Build-up
- Denotes Demolition of Pavement
- STANDARD REQD.
- STANDARD REQD.
- STANDARD REQD.
- STANDARD TYPE B REQD.
- STANDARD REQD.
- STANDARD REQD.
- STANDARD REQD.
- SPECIAL DESIGN M.S.E. WALL
- PIPE TO BE REMOVED
- DRAINAGE STRUCTURE TO BE REMOVED
- PIPE TO BE ABANDONED AND PLUGGED
- FENCE FE-4
- GR-FOA-2 TYPE 1
- GR-FOA-2 TYPE 2

| Sheet | Reference Drawing              |
|-------|--------------------------------|
| SA    | Route 460 EB Profile Sheet     |
| SA(1) | Ramp A Profile Sheet           |
| SA(2) | Ramp B Profile Sheet           |
| SA(3) | Old Fellows Road Profile Sheet |
| SA(4) | Roundabout Profile Sheet       |
| SA(5) | Top Ridge Road Profile Sheet   |
| SA(6) | Ramp C Profile Sheet           |
| SA(7) | Ramp D Profile Sheet           |
| 29(1) | Drainage Description Sheet     |

PROJECT  
0460-118-217  
SHEET NO.  
5



View:  
Plan  
Create



## Attachment 4A

# U.S. Route 60 / 29 Business Amherst, VA



Within 250 Feet of Roundabout

January 1, 2009 – December 31, 2011

- 9 Reported Accidents
- 3 Involving Trucks/Buses
- 2 Injuries

A.  
2300 Vehicles Per Day  
483 Trucks

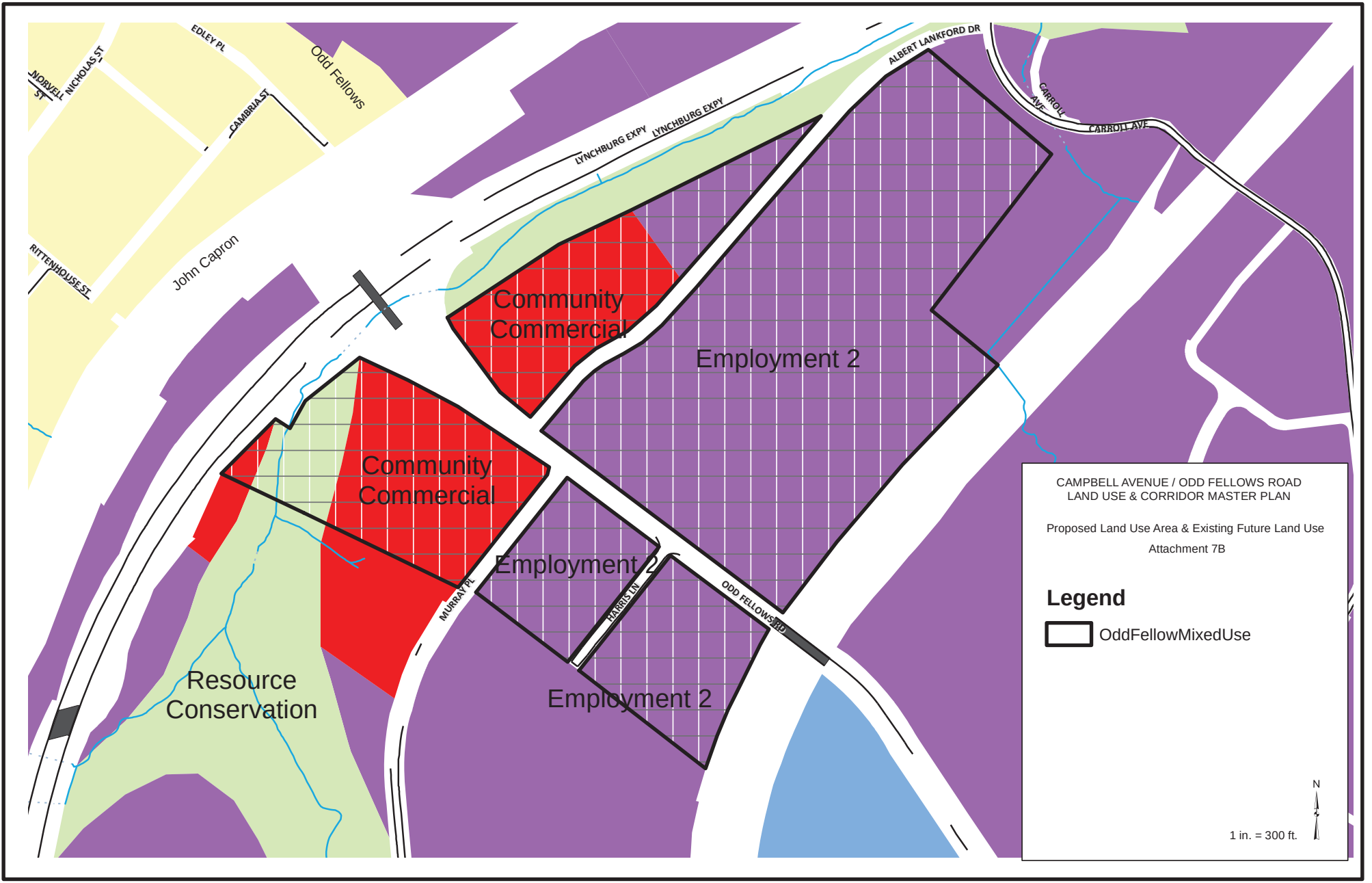
B.  
7100 Vehicles Per Day  
1491 Trucks

C.  
3800 Vehicles Per Day  
76 Trucks

ODD FELLOWS

2037 Projection  
8,125 Vehicles Per Day  
650 Trucks







# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: 5

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Opportunity to Comment on the Unsolicited PPTA Proposal for the Odd Fellows Road Interchange**

RECOMMENDATION: Provide input to staff for the preparation of City comments regarding the unsolicited Public Private Transportation Act (PPTA) proposal for the Odd Fellows Road Interchange.

SUMMARY: In July English Construction submitted to the Virginia Department of Transportation (VDOT) an unsolicited proposal for the construction of the Odd Fellows Road Interchange. The proposal also addressed the planned improvements to Greenview Drive. A copy of the proposal is attached.

VDOT and City staffs are conducting detail-level project screening review of the proposal and in early October a decision will be made by VDOT on whether or not to proceed to the next stage, a PPTA procurement, and seek competing proposals. That process would take 120 days with a final decision on the project as early as Spring 2014.

The City has been identified as a “responsible public entity” in this process and has an opportunity to provide comments on the proposal to VDOT. The deadline for comments is September 23<sup>rd</sup>.

A number of issues have been identified on which Council may wish to comment:

- The consistency of the P3 proposal with the design components in the Odd Fellows Road plan that Council will be discussing earlier in the agenda; specifically, aesthetic finishes, landscaping, lighting, pedestrian and bicycle amenities on the interchange and road.
- The importance of the interchange as a gateway to the City and Liberty University.
- The necessity that improvements to the Odd Fellows Road/Mayflower Drive intersection and to Odd Fellows Road between Mayflower Dr. and the interchange (Project B1) be completed coincident with the completion of the interchange for proper traffic flow.
- The necessity for and timing of improvements to Odd Fellows Road between Mayflower Drive and the Expressway (Project B2).
- The overall value (in terms of cost, scope and schedule) of the P3 proposal relative to a traditional design/bid/build approach.
- The appropriateness of including the Greenview Drive improvements in the proposal; relevance, economies of scale, schedule, administration, and cost.
- The financial plan outlined in the proposal (for discussion in Closed Session).

PRIOR ACTION(S): August 13, 2013, Physical Development Committee was briefed on the proposal.

FISCAL IMPACT: Undetermined.

CONTACT(S): Kimball Payne, 455-3990; Lee Newland, 455-3947.

ATTACHMENT(S): PPTA Proposal. Note: Appendix B, Financial Plan, is classified as Confidential and Proprietary and is protected from public disclosure by State Code. It will be shared with Council in Closed Session.

REVIEWED BY: lkp



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July 3, 2013

Mr. Tony Kinn, Director  
Office of Transportation Public-Private Partnerships  
Virginia Department of Transportation  
600 E. Main Street, Suite 2120  
Richmond, VA 23219

RE: Unsolicited Public-Private Transportation Act (PPTA) Proposal  
Odd Fellows Road Interchange

Dear Mr. Kinn:

Per recent discussions with you and your staff, the purpose of this letter is to formally transmit an unsolicited proposal pursuant to § 56-560 of the Code of Virginia. This conceptual proposal is to complete design, right-of-way acquisition, public utility relocations, construction and financing of two projects currently in the Virginia Department of Transportation's (VDOT) Draft 2013 Six-Year Improvement Program (SYIP) as follows:

- ♦ [New Interchange Extending Odd Fellows Road over Route 29/460 \(UPC 100023\), City of Lynchburg, VA](#)
- ♦ [Widen Greenview Drive from 2 to 4 Lanes \(UPC 87145\), City of Lynchburg, VA](#)

In addition, this proposal also includes access management and intersection safety and capacity improvements to

- ♦ [Odd Fellows Road, City of Lynchburg, VA](#)

Our proposed Project Development Team includes English Construction as builder and Parsons Brinckerhoff as lead designer; Raymond James will be responsible for project finance. This Team provides the experience and reliability to deliver these projects successfully.

As required by PPTA Guidelines (dated May 21, 2012), we are providing 10 hard copies and one electronic version of our conceptual proposal. Once this proposal has passed VDOT's quality control review, further hard copies will be provided to the affected jurisdictions. We have identified the City of Lynchburg and Campbell County, Virginia as these entities.

Please note that we have received conditional consent from your office for certain information within our conceptual proposal to be withheld from disclosure under Virginia's Freedom of Information Act.

For ease of reference, we have developed this conceptual proposal using the structure and tab numbering system requested in the PPTA Implementation Guidelines. We look forward to working with you and your staff to develop this project, and we are ready to attend any meetings as you may require.

Sincerely,

ENGLISH CONSTRUCTION COMPANY

Judson H. Dalton  
Project Executive

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### EXECUTIVE SUMMARY

#### ■ What is this proposal?

This proposal includes the design, right-of-way acquisition (land & administration), private utility coordination, public utility relocation, construction, and financing for three project components in the Lynchburg, Virginia area, as follows:

- ♦ New interchange on US 460 and Odd Fellows Road (UPC 100023);
- ♦ Greenview Drive Widening, Phase II (UPC 87145); and
- ♦ Odd Fellows Road Access Management Improvements from the US 460 Interchange to the Lynchburg Expressway (Bus 29) interchange ramps.

The new interchange project is listed and fully funded for construction in VDOT's 2013 Six-Year Improvement Program. The Greenview Drive, Phase II project is listed and fully funded for construction in the Draft 2013 Six-Year Improvement Program. The Odd Fellows Road Improvements Project was in the draft City of Lynchburg Capital Improvement Program (CIP) for 2014-2018, but funding was not available for including the project in the adopted CIP.

Existing access, congestion and safety needs would be addressed by the new Odd Fellows Road Interchange and Odd Fellows Road Improvements Projects. Currently, an industrial park and multiple commercial trucking and delivery firms are located along or near Odd Fellows Road. Businesses are located along Mayflower Drive, which intersects and parallels Odd Fellows Road. Liberty University, located immediately to the southwest of the Odd Fellows Road corridor, is a key generator of economic activity in the region. Additionally, Liberty University recently purchased two large hotels near the Lynchburg Expressway interchange and converted the structures for use as dormitories. Finally, there are numerous undeveloped parcels of roughly 300 acres that are zoned for industrial use, located in the First Lynchburg Industrial Employment Area.

**This proposal leverages two fully funded VDOT projects, allowing the construction of a third high priority project in advance of any planned funding.**

Existing traffic congestion and operational safety needs would be addressed by the Greenview Drive, Phase II Project. The project includes improving Greenview Drive, Airport Road and Leesville Road approaches by adding turning lanes at all approaches and by improving the vertical geometry in the intersection area.

This proposal leverages two fully funded VDOT projects, allowing the construction of a third high priority project in advance of any planned funding. All three projects will be completed several years sooner than otherwise provided for. The efficiencies gained through leveraging existing projects and allowing their completion as well as a third priority project on an accelerated schedule provides a win-win solution for the transportation network and the traveling public in the Lynchburg region.

#### ■ Who is it from?

The project is being developed by firms with strong ties to the Commonwealth of Virginia and excellent working relationships and past experience in delivering transportation projects for the Department. The project development team includes the following firms:



English Construction is a third-generation family-owned business. For over a century, English has been advancing steadily, adding new skills, new resources and new technology. The company is a leader in the region and has been responsible for delivering multiple design-build projects in Virginia utilizing the PPTA process for VDOT and other municipalities. Throughout the company's dynamic history, English has never outgrown the values that have made them successful since 1909: integrity, relationships, service, quality and experience.

## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

**PARSONS  
BRINCKERHOFF**

Parsons Brinckerhoff provides a full range of services to help transportation agencies like VDOT meet the financial, technical and contextual challenges of delivering roads and highways that address the economic, social and environmental needs of the communities they serve. The firm has delivered some of the Commonwealth's most significant transportation projects for VDOT – including both design-build and P3 projects. With offices in Hampton Roads, Richmond and Northern Virginia — Parsons Brinckerhoff will continue to support VDOT's program for providing safe, well-maintained infrastructure for the traveling public.

**RAYMOND JAMES®**

Raymond James Financial, Inc. (RJA) is a diversified holding company providing financial services to individuals, corporations and municipalities. RJA has been one of the most prolific senior managers of negotiated municipal bonds in the Commonwealth of Virginia since opening its Richmond office in mid-2000. The Richmond-based public finance effort is supported by seven professionals who collectively have in excess of 100 years of experience working with Virginia issuers. RJA was the leading underwriter of negotiated issues in Virginia for each of the past three calendar years.

### ■ What is the goal of this proposal and project?

This team's goal is to deliver much-needed infrastructure improvements to VDOT and the City of Lynchburg in an accelerated manner with reduced cost. Once constructed, the series of improvements proposed herein will address current traffic safety and capacity constraints, address multi-modal deficiencies of existing roadways and meet the needs of future development plans of the City of Lynchburg and the other stakeholders within the corridor.

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**This team's goal is to deliver much-needed infrastructure improvements to VDOT and the City of Lynchburg in an accelerated manner with reduced cost.**

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### ■ Who will benefit from it?

The Project will provide benefits to the City and County residents, industrial properties along Odd Fellows Road and the remainder of the First Lynchburg Industrial Park, Liberty University and the Lynchburg region of Virginia.

### ■ Who will pay for it?

Our proposed finance plan envisions a structure leveraging VDOT's Six-Year Improvement Plan and the Team's resources secured by a Comprehensive agreement with the Department. Please see Appendix B – Finance Plan (Proprietary and Confidential).

### ■ What will it cost?

Based on current VDOT Six-Year Improvement Program for both New interchange on US 460 and Odd Fellows Road (UPC 100023) and Greenview Drive Widening, Phase II (UPC 87145), along with conceptual plans for Odd Fellows Road Access Management Improvements the project costs could range from \$31,715,000.00 to \$70,000,000.00.

Please see Appendix B – Finance Plan (Proprietary and Confidential).

### ■ How will we do it?

We have assembled a team that includes design, construction and financing. Parsons Brinckerhoff will serve as lead designer, with a VDOT approved subconsultant responsible for right-of-way acquisition services. Utility coordination and public utility relocation design will be performed by Parsons Brinckerhoff. Private utility relocation will be coordinated and relocated in accordance with VDOT requirements. Construction will be performed by English Construction, with a VDOT approved subconsultant responsible for construction quality control. Parsons Brinckerhoff will be responsible for construction quality assurance. Raymond James will provide project finance services.

## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

### ■ Why support this proposal?

This project advances the delivery of infrastructure improvement projects identified by the City of Lynchburg within their Draft Master Plan dated April 9, 2013 and VDOT's SYIP so that the Odd Fellows Road Interchange Project and the Greenview Drive Project are developed 2 to 3 years ahead of schedule. In addition, we propose leveraging these projects to allow for the completion of Odd Fellows Road, another priority project.



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## 1.0 – PROJECT DESCRIPTION AND APPROACH

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■ Does the project conform to the Commonwealth’s transportation goals and the policy objectives of the Administration?

Yes. The project involves the advanced delivery of needed infrastructure improvements currently identified by both VDOT within the 2013 Six-Year Improvement Program, adopted July 2012 and the City of Lynchburg within their Draft Master Plan dated April 9, 2013. The Project includes financing to leverage VDOT future revenues to deliver three (3) separate projects in an accelerated manner, with the inherent economies of combining three (3) smaller projects into a larger infrastructure development project.

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The Project includes financing to leverage VDOT future revenues to deliver three (3) separate projects in an accelerated manner.

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■ Does the project satisfy a public need for timely development and/or operation of a transportation facility?

Yes. The Odd Fellows Road Interchange Project will address the existing and future projected congestion along the Candler Mountain Road corridor, especially the focus point of the Mayflower Drive intersection. The future safety concerns along Candler Mountain Road would be addressed, reducing the existing crash rate from 700 percent of similar facilities, as outlined in the Interchange Justification Report for US 460/Odd Fellows Road, dated December 2012. In lockstep with the City of Lynchburg’s Draft Master Plan, it will allow for the increased connectivity creating multiple options for commerce and the City’s ultimate gateway improving vehicular access between the Lynchburg Expressway and US 460. It also satisfies access needs for proposed Liberty University infrastructure development, and improves multi-modal access to properties recently converted to residential dormitories.

■ Does the project address a demonstrated need as identified in a state, regional, and/or local transportation plan?

Yes. VDOT has commenced development of the programmed and fully funded Odd Fellows Road Interchange Project, as identified in the 2013 Six-Year Improvement Program (SYIP), adopted July 2012. The City of Lynchburg included the Odd Fellows Road Improvements Project in their draft CIP for 2014-2018, but funding was not available for including the project in the adopted CIP. Finally, the City of Lynchburg has been developing the Greenview Drive Widening, Phase II Project, under VDOT’s Local Assistance Program, with final plans completed in April 2012. Funding for the Greenview Drive Widening project is currently included in VDOT’s Draft 2013 SYIP.

■ Does the project interface with existing and planned transportation systems?

Yes. The Odd Fellows Road Interchange Project creates a new link between the Lynchburg Expressway (Bus 29) and US 460, while improving access for industrial properties along Odd Fellows Road and Mayflower Drive. The Odd Fellows Road Improvements Project includes improvements to the Mayflower Drive intersection as well as multi-modal access to the residential and industrial properties in the corridor and improves service and safety along Candler Mountain Road, as outlined in the Interchange Justification Report for Route 460/Odd Fellows Road, dated December 2012. Finally, the Greenview Drive Project improves existing operational and safety deficiencies at this problem intersection.

■ Is the project at a sufficient level of development that a procurement process can be run that includes an element of price competition?

Yes. VDOT is currently developing plans for the Odd Fellows Road Interchange Project to field inspection level of completion, while the City of Lynchburg has developed final “signed and sealed” plans for the Greenview Drive Widening Project.

■ Would the project make the transportation facility available to the public in a more efficient and/or less costly fashion as compared to the traditional procurement method?

## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

Yes. Combining the three (3) projects noted above into a singular project will both accelerate project delivery of each and allow inherent efficiencies due to the scale of the combined project, as compared to developing the three projects singularly with separate procurement and project delivery schedules.

### ■ Is the project consistent with federal requirements and potential agreements for federal funding and/or approval, including federal financial constraint requirements for PPTA projects?

Yes. It would be procured utilizing the PPTA Implementation Manual and Guidelines that have already been approved by the Federal Highway Administration.

### ■ Is the project currently on the list of proposed Solicited Projects?

No.

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## 2.0 – DESIRABILITY OF THE PROJECT

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### ■ 2.1 Public Need

*2.1.1) Does the project address the needs outlined in the local, regional and State transportation plans, such as congestion relief, safety, new capacity and preservation of existing assets?*

Yes. As noted above, the Odd Fellows Road Interchange Project is listed and fully funded in the 2013 SYIP and the Greenview Drive Widening, Phase II Project are currently listed in the VDOT 2013 Draft SYIP. In addition, the City has identified the Odd Fellows Road Improvement Project as a needed improvement, but the project currently lacks funding required for further development.

*2.1.2) Does the project support improving safety, reducing congestion, increasing capacity, providing accessibility, improving pedestrian/biking facilities and/or enhancing economic efficiency?*

Yes. The combined project improves safety through improved geometrics, reduces congestion by providing additional capacity, provides multi-modal accessibility by including a dedicated shared use path, and enhances economic efficiency by improving truck access for the industrial properties located within the Odd Fellows Road and Mayflower Drive corridors.

### ■ 2.2 Public Benefits

*2.2.1) Are there anticipated transportation benefits to the community, the region and/or the commonwealth?*

Yes. The public benefits for implementation of the project include improved multi-modal accessibility, reduced traffic congestion, improved operational safety for the City of Lynchburg. Implementing the Odd Fellows Road Interchange will provide an additional direct connection between US 29/460 and the Lynchburg Expressway, thus improving regional transportation as outlined in both the Interchange Justification Report and the City of Lynchburg's CIP.

*2.2.2) Is the project expected to help achieve performance, safety, mobility or transportation demand management goals?*

Yes. The project will improve safety and accessibility in both the Odd Fellows Road corridor and the Greenview Drive corridor.

The Odd Fellows Road Improvements project included in the draft City of Lynchburg CIP for 2014-2018, will be of critical need to improve the performance, safety, and mobility of the Odd Fellows Road and Mayflower Drive intersection. In 2011, this intersection had a level of service (LOS) C and after the new interchange on U.S. Route 460 and Odd Fellows Road is constructed, the intersection will decrease to LOS E and in design year 2035 to LOS F, as noted in the Interchange Justification Report.

*2.2.3) Is the project expected to improve connections among existing and planned transportation modes?*

Yes. The Odd Fellows Road interchange will improve access for industrial properties in the Odd Fellows Road and Mayflower Drive corridors, as well as create another direct connection between US 29/460 and the Lynchburg Expressway pulling traffic off of Candler's Mountain Road and increasing the safety and connectivity between US460 and the Lynchburg Expressway (Bus 29). Further, a shared use path is proposed for the Odd Fellows Road corridor, Greenview Drive, and a portion of Leesville Road to improve connections for bicyclists and pedestrians in these corridors.

*2.2.4) Are there potential project benefits to the affected communities' transportation system?*

Yes. The Odd Fellows Road interchange project will benefit the community transportation system by improving connections between existing routes and improving truck access to major routes with a direct connection between US 29/460 and the Lynchburg Expressway, pulling traffic off of Candler's Mountain Road and increasing the safety and



## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

connectivity between US460 and the Lynchburg Expressway (Bus 29). The Greenview Road project will benefit the community by improving capacity and safety, and reducing intersection delay.

### *2.2.5) Are there anticipated enhancements to adjacent transportation facilities or other modes?*

Yes. Shared use paths are proposed for both the Odd Fellows Road corridor and the Greenview Drive corridor, to improve non-vehicular mobility within these corridors.

## ■ 2.3 Economic Benefit

### *2.3.1) Will the project enhance the Commonwealth's economic development efforts?*

Yes. Implementation of the Odd Fellows Road Interchange project will accelerate infrastructure developed currently being planned by Liberty University, while improving access for existing industrial properties located within the corridor in the First Lynchburg Industrial Park.

### *2.3.2) Is the project helpful to attracting or maintaining competitive industries and businesses to the region, consistent with stated objectives?*

Yes. Improved access and reduced traffic congestion will attract and maintain competitive industries and businesses to the Lynchburg area. It will also open up new land for development and business along the City of Lynchburg and Campbell County line.

## ■ 2.4 Market Demand for PPTA Delivery

Unsolicited proposals do not need to address this issue, as private entities are demonstrating market demand through the submission of their Proposal.

## ■ 2.5 Stakeholder Support

### *2.5.1) Public and Business Community Support – What is the extent of support or opposition for the project? Does the proposed project demonstrate an understanding of the national and regional transportation issues and needs, as well as the impacts this project may have on those needs?*

Per the Project Narrative prepared by VDOT for the Odd Fellows Road interchange project, “the City of Lynchburg has voiced strong support for this project. It has been ranked by the City of Lynchburg as third in their road improvements priority list”. Further, reducing the congestion levels and heavy truck movements on Candler’s Mountain Road and the Mayflower Drive intersection is supported by both the general public and the industrial properties in the project vicinity.

### *2.5.2) Public Involvement Strategy – What strategies are proposed to involve local, state and/or federal officials in developing this project?*

We will engage all stake holders at the Federal level, the State level and the City level throughout the process. First, with design workshops to solicit input from all public agencies and municipalities involved, to ensure that the project not only gets delivered on time and on budget, but also to the satisfaction of FHWA, VDOT, and the City of Lynchburg. We will have regular progress meetings throughout project development, including all officials that are willing to attend those meetings. We plan to collaborate with VDOT and the City to provide assistance about the project through jointly held meetings with corridor stakeholders or to just simply assist us in distribution real time information to the public about the periodic changes within the work zone limits. The City of Lynchburg Office of Economic Development has already commenced an education campaign with several meetings with the corridor stakeholders. We plan on leveraging the on-going efforts of the City by working collaboratively with City staff. Partnering with all level of officials will be critical to the success of this project.

### *2.5.3) Regional Transportation Plan and Programs – Has the project received approval in applicable local and/or regional plans and programs?*

## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

Yes. As noted above, both the Odd Fellows Road Interchange project and the Greenview Drive Widening project are currently included in the VDOT 2013 Draft Six-Year Improvement Program. The Odd Fellows Road Improvements project is in the City of Lynchburg Capital CIP, but it currently lacks funding.

*2.5.4) Federal Requirements – Is the project consistent with federal transportation agency programs or grants (FHWA, FTA, MARAD, FAA, FRA, etc.)?*

Yes.

## ■ 2.6 Legislative Considerations

*2.6.1) Are there any legislative considerations that need to be taken into account, such as tolling, user charges or use of public funds?*

No. We do not anticipate that either state or federal legislation will be required to move forward with the project.

## 3.0 – FEASIBILITY OF THE PROJECT

### ■ 3.1 Technical Feasibility

3.1.1) *Project Approach – Is the project described in sufficient detail to determine the type and size of the project, the location of the project, all proposed interconnections with other transportation facilities, the communities that may be affected and alternatives that may need evaluation?*

The following is a detailed description of each of the project components:

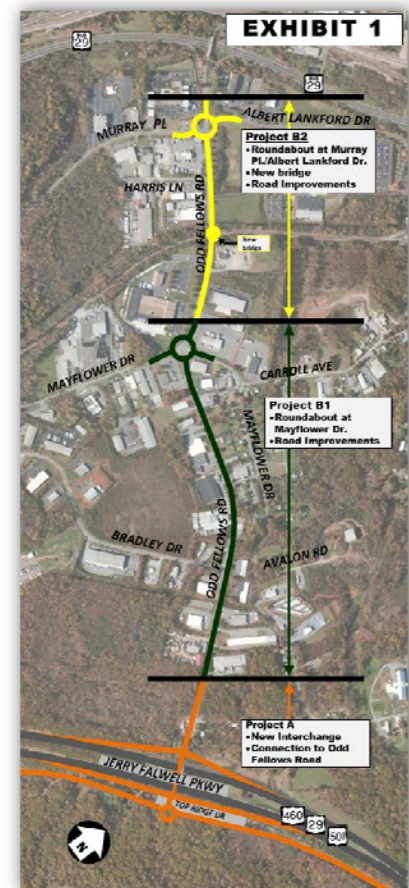
#### ◆◆◆ Odd Fellows Interchange: (Project A)

**Scope:** Construct a new interchange along US 460 / Route 29 / Route 501 (Richmond Highway) at the proposed extension of Odd Fellows Road. The project will consist of a new diamond interchange with a new bridge over US 460 and tie-ins to Odd Fellows Road meeting VDOT Road and Bridge Design requirements and traffic Level of Service (LOS) as documented in the Interchange Justification Report (dated December 2012). The project will also include accommodation for the future John Capron Road north of the proposed bridge on Odd Fellows Road (curb returns only). Also, no work of any kind will be performed to existing Odd Fellows Road other than that necessary to tie the proposed interchange to the existing roadway as quickly as possible, (see Exhibit No. 1 for limits of construction). Limited aesthetic treatments are included in this project, consisting of concrete form liners on the bridge structure and minimal landscaping. Only ramp termini intersection lighting and decorative bridge lighting is included. Improvements to Route 460 (such as mill & overlay existing pavements) are excluded from this project. This scope includes environmental permitting; procurement of required right-of-way; public utility relocations; private utility coordination; and eligible private utility relocations.

#### ◆◆◆ Improvements to Odd Fellows Road from Odd Fellows Interchange to Mayflower Dr: (Project B1)

**Note:** This project is contingent upon the award of Project A above and to be performed in conjunction with Project A.

**Scope:** Improve existing Odd Fellows Road from the tie-in of the proposed interchange project (Project A) Northwest to Mayflower Drive (see Exhibit No. 1 for limits). Proposed improvements include geometric modifications to vertical geometry to meet VDOT Road Design Standards for Urban Minor Arterial (40mph design speed), thus correcting the vertical curve sight distance issues that currently exist along this section of roadway. The proposed typical section is a three lane curb and gutter, with one travel lane in each direction and a center bi-directional left turn lane. Also, a multi-use path is proposed on one side only, connecting to the multi-use path included with Project A. At the intersection of Odd Fellows Road and Mayflower Drive, the existing traffic signal is to be removed and replaced with a proposed roundabout. No improvements are proposed along Mayflower Drive or Odd Fellows Road (between Mayflower and the Lynchburg Expressway) other than that needed to tie-in the roundabout connections. Aesthetics treatments included in this project consist of minimal landscaping. This scope includes environmental permitting; procurement of required right-of-way; public utility relocations; private utility coordination; and eligible private utility relocations.





◆◆◆ **Improvements to Odd Fellows Road from Mayflower Dr Roundabout to just short of the Lynchburg Expressway (Bus 29): (Project B2)**

**Note:** This project is contingent upon the award of Project A and Project B1 above and to be performed in conjunction with Project A and B1.

As this project is currently located outside of the Project Study Area for on-going NEPA work for the Odd Fellows Road Interchange, we would expect VDOT to commence work on additional environmental studies to fulfill NEPA requirements. We have developed a Project Schedule that assumes a specific start date for NEPA documentation efforts (see Appendix A).

**Scope:** This project consists of three sections (see Exhibit No. 1 for limits). First, reconstruct existing Odd Fellows Road from the tie-in of the proposed Mayflower Drive roundabout to the existing bridge structure over the Norfolk Southern Railroad. The proposed typical section is a three lane curb and gutter, with one travel lane in each direction and a center bi-directional left turn lane. Also, a multi-use path is proposed, connecting to the multi-use path included in Project B1. Second, reconstruct a portion of existing Odd Fellows Road from the existing bridge structure over the Norfolk Southern Railroad to a proposed roundabout at the intersections of Odd Fellows Road / Murray Place, and Odd Fellows Road / Albert Lankford Drive. This portion of the project involves milling and overlaying the portion of Odd Fellows Road that is already a three-lane section. Finally, section three of this project consists of removing the existing bridge over the Norfolk Southern Railroad and replacing such with a new bridge to meet current VDOT Bridge Design Standards, including sufficient width for a Shared Use Path. No work is proposed on the Lynchburg Expressway or associated ramps, loops or tapers. Aesthetic treatments included in this project consist of minimal landscaping. This scope includes environmental permitting; procurement of required right-of-way; public utility relocations; private utility coordination; and eligible private utility relocations. VDOT is to provide needed assistance with right-of-way coordination/acquisition of Norfolk Southern property.

◆◆◆ **Greenview Drive Widening-Phase II: (Project C)**

**Scope:** This project consists of the reconstruction and widening of Greenview Drive from Hermitage Road to 0.22 miles south of Leesville Road (roughly 1,150 linear feet of Airport Road) including the Leesville Road intersection. The work along Leesville is approximately 1,500 linear feet and is limited to the construction needed for the intersection improvements. The project details consist of widening, sidewalk, multi-use path, new traffic signal, lighting, landscaping, retaining walls, erosion control, and stormwater measures. This scope includes environmental permitting; procurement of required right-of-way; public utility relocations; private utility coordination; and eligible private utility relocations.



**3.1.2) Proposed Project Schedule – Is the proposed schedule for project completion clearly outlined and feasible?**

Detailed Project Schedules are included in Appendix A. The following schedules are included:

- ◆ Project A
- ◆ Projects A + B1
- ◆ Project B2
- ◆ Project C

**3.1.3) Operation – Does the project set forth plans for operation of the facility, including a schedule defining initiation of operations?**

N/A. There are no plans for the developer to operate and maintain the new facilities.

*3.1.4) Technology – Is the project's technical approach based on proven technology?*

Yes. This is a standard road improvement project. No new technologies are proposed as part of project development.

*3.1.5) Conforms to Laws, Regulations, and Standards – Is the project consistent with applicable state and federal statutes and regulations or reasonably anticipated modifications of state or federal statutes, regulations or standards?*

Yes. Project development will conform to applicable state and federal statutes, regulations, and standards, similar to any other road improvement project being developed by VDOT or the City of Lynchburg.

*3.1.6) Design Standards – Does the conceptual design appear to be consistent with the appropriate state and federal standards?*

Yes.

*3.1.7) Federal Oversight – Will the project require some level of federal involvement or oversight?*

Yes. Federal monies are included in funding identified in the VDOT 2013 Draft SYIP. As such, federal involvement and oversight will be limited to what is required for proper administration of federal funding.

*3.1.8) Meets/Exceeds Environmental Standards – Is the proposed project consistent with applicable state and federal environmental statutes and regulations?*

Yes. VDOT has prepared the Environmental Assessment for the Odd Fellows Road Interchange project to include the section of Odd Fellows from the new interchange to the existing intersection with Mayflower Drive, while the City of Lynchburg has prepared a Categorical Exclusion for the Greenview Drive project. Environmental documentation will need to be completed for the Odd Fellows Road Improvement project from the Mayflower Drive intersection to the end of the project just short of the Lynchburg Expressway (Bus 29) interchange ramps as part of project development. But, there do not appear to be any significant environmental constraints that would preclude project development.

*3.1.9) Federal, State, and Local Permits and Approvals – Does the project identify the required permits and regulatory approvals and a reasonable plan and schedule for obtaining them?*

Yes. VDOT has prepared the Environmental Assessment for the Odd Fellows Road Interchange project to include the section of Odd Fellows from the new interchange to the existing intersection with Mayflower Drive, while the City of Lynchburg has prepared a Categorical Exclusion for the Greenview Drive project. These documents define minor wetlands and stream relocation impacts within the corridors, which will require environmental permits. Environmental documentation will need to be completed for the Odd Fellows Road Improvement project from the Mayflower Drive intersection to the end of the project just short of the Lynchburg Expressway (Bus 29) interchange ramps as part of project development, to further define environmental impacts. But, there do not appear to be any significant environmental constraints that would preclude project development.

*3.1.10) Rights of Way – Does the project set forth the method by which all property interests required for the transportation facility will be secured and by whom?*

Yes. Project development will include the acquisition of required rights-of-way, as defined in environmental documentation and project design plans prepared to date.

*3.1.11) Utilities – Does the project set forth the method by which utility relocations will be identified and managed?*

Yes. Public utilities impacted by the Project will be identified and relocated as part of the Project, in collaboration and consultation with respective owners. Private utilities impacted by the project will be identified and managed in accordance with VDOT policies.

*3.1.12) Maintenance – Does the project include a schedule and plan to maintain this facility?*

## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

No. Operations and maintenance of the facility are not included.

### ■ 3.2 System Interface and Compatibility

*3.2.1) Land Use Impacts – Is the project compatible with local land use and comprehensive plans?*

Yes.

*3.2.2) System Interface – Does the project provide continuity with existing and planned state and local facilities and existing and planned multi-modal facilities?*

Yes. The Odd Fellows Road Interchange will improve access for industrial properties in the Odd Fellows Road corridor and Mayflower Drive, as well as create another direct connection between US 29/460 and the Lynchburg Expressway pulling traffic off of Chandlers Mountain Road and increasing the safety and connectivity between US 460 and the Lynchburg Expressway (Bus 29). Further, a shared use path is proposed for Odd Fellows Road corridor, Greenvue Drive, and a portion of Leesville Road to improve connections for bicyclists and pedestrians in these corridors.

### ■ 3.3 Financial Feasibility

*3.3.1) Are there public funds required and, if so, are the Commonwealth's financial responsibilities clearly stated?*

Yes. Please see Appendix B – Financial Plan **(Confidential & Proprietary)**.

*3.3.2) Is the preliminary financial plan feasible in that the sources of funding and financing can reasonably be expected to be obtained?*

Yes. The Project anticipates funds currently allocated to these projects within the SYIP. Please see Appendix B – Financial Plan **(Confidential & Proprietary)**.

### ■ 3.4 Legal / Legislative Feasibility

*3.4.1) Is legislation needed to complete the project?*

No. We do not anticipate the need for either federal or state legislation to move forward with the project.

### ■ 3.5 Project Risks

*3.5.1) Are there any particular risks unique to the projects that have not been outlined above that could impair project viability?*

No. Please see Appendix B – Financial Plan **(Confidential & Proprietary)**.

*3.5.2) Are there any project risks proposed to be transferred to the Agency that are likely to be unacceptable?*

No.

### ■ 3.6 Concession Term

*3.6.1) Does the project include a reasonable term of concession for proposed operation and maintenance?*

N/A. Operation and maintenance of the project is not being proposed by the Developer.

*3.6.2) Is the proposed term consistent with market demand, providing a Best Value solution for the commonwealth?*

N/A. There is no term proposed for concession.

*3.6.3) Is the proposed term optimal for a whole-life approach?*



## ■ ODD FELLOWS ROAD INTERCHANGE | An Unsolicited PPTA Proposal

N/A. There is no term proposed for concession.

### ■ 3.7 End of Term Arrangement

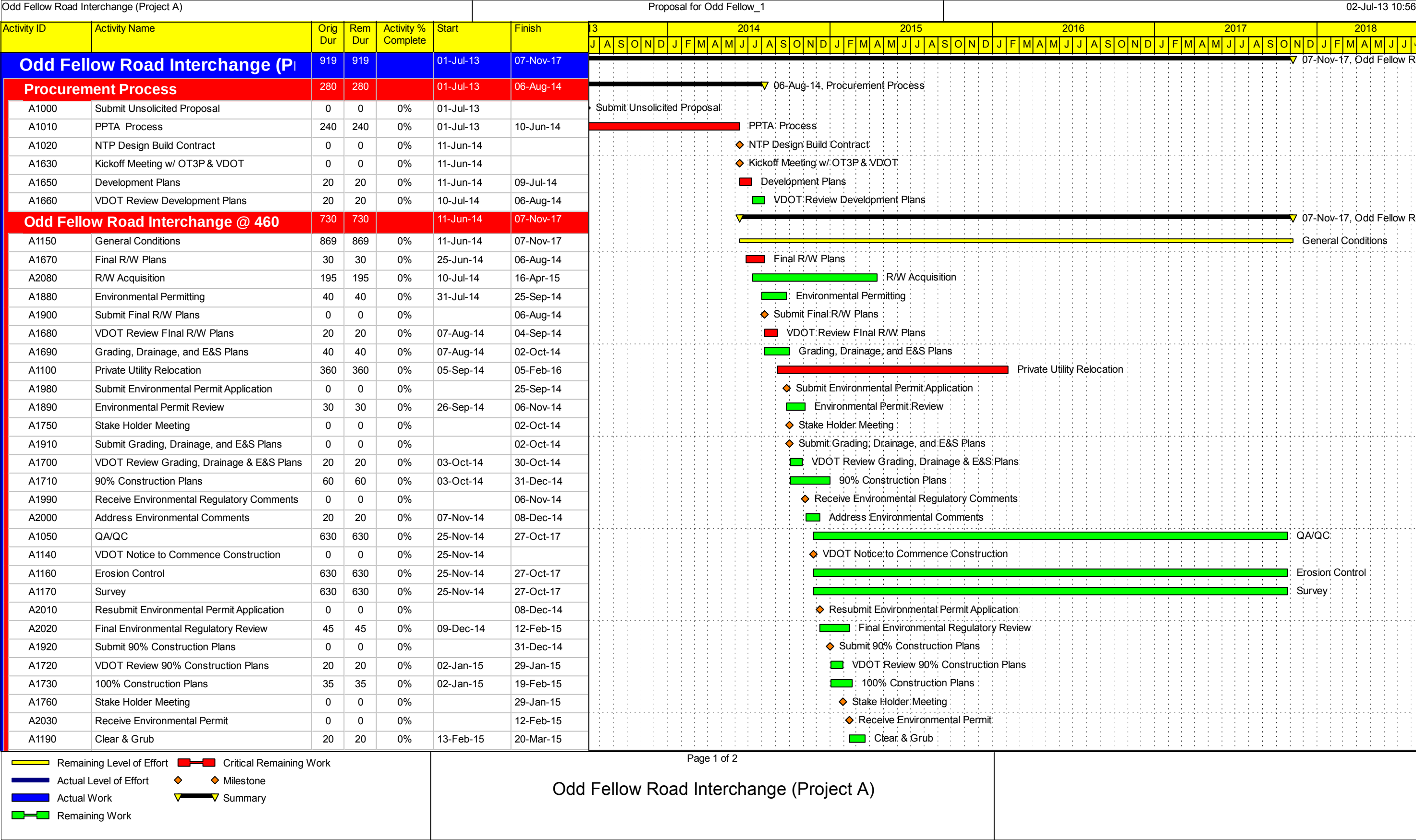
*3.7.1) Does the project include a process for long-term performance management, inventory and hand back provisions?*

N/A. There is no term proposed for concession.

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APPENDIX A – PROJECT SCHEDULES

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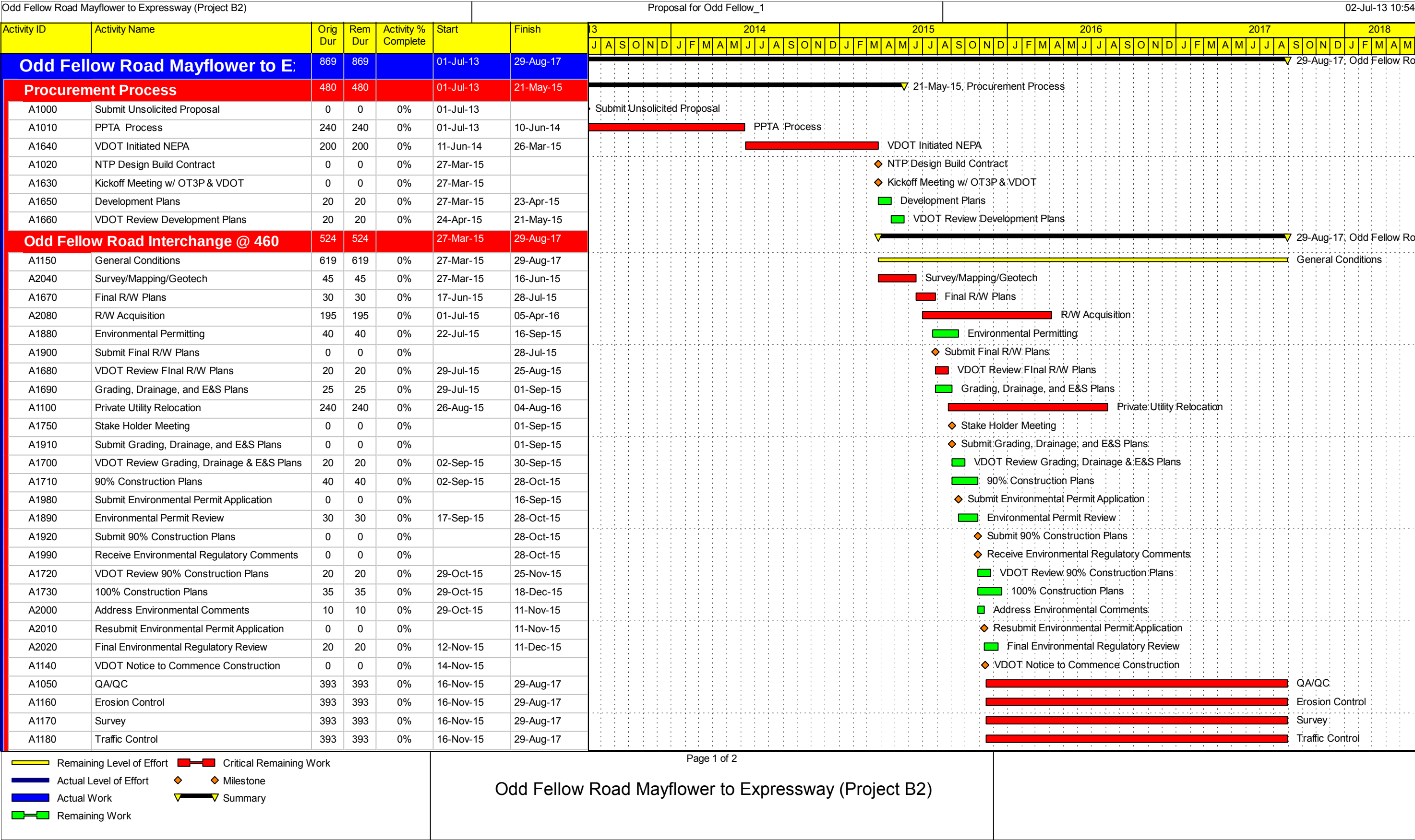




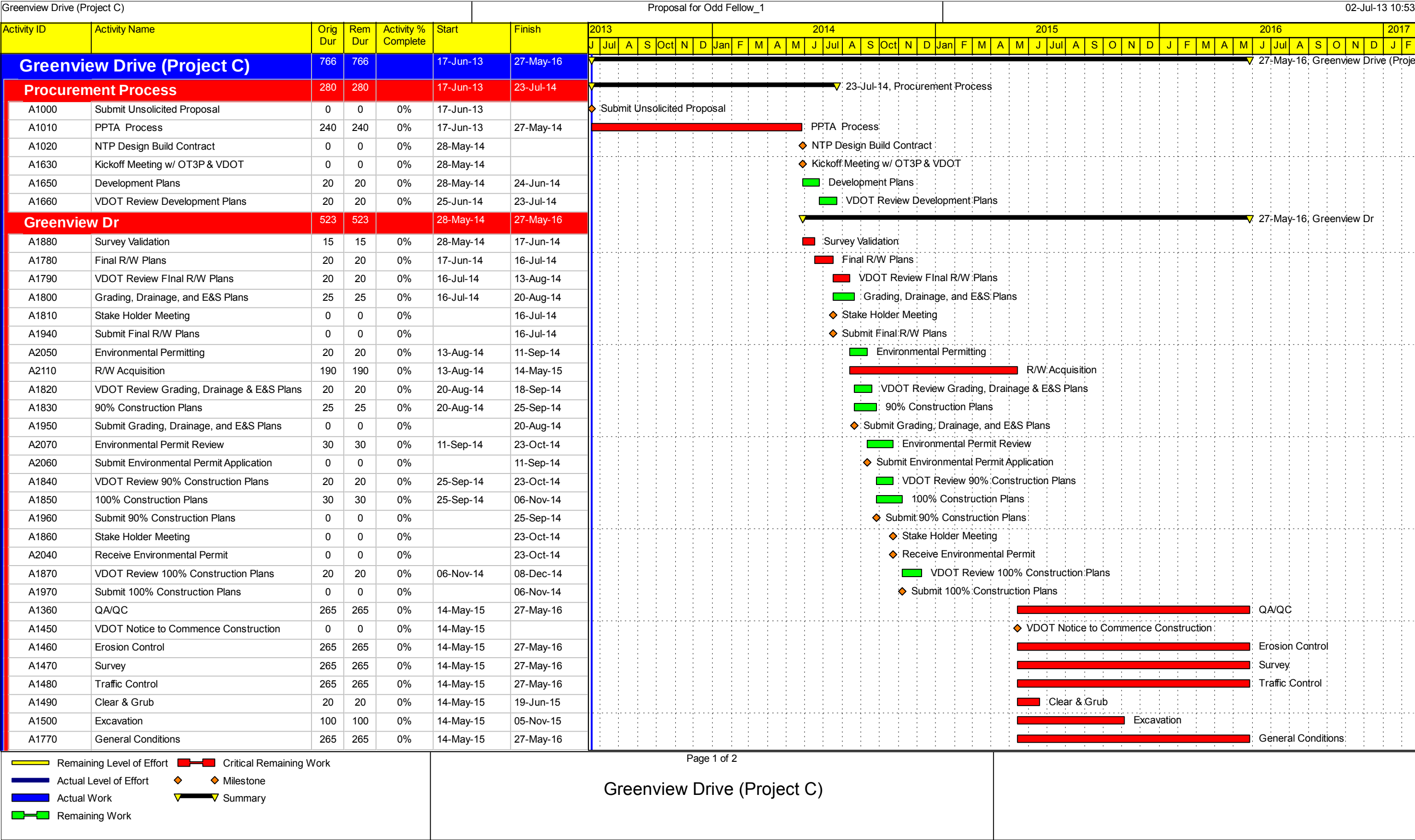
| Activity ID                                                                                                                                                     |                                           | Activity Name |  | Orig Dur | Rem Dur | Activity % Complete | Start     | Finish    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------|--|----------|---------|---------------------|-----------|-----------|
| <div><div></div><div>JASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASONDJFMAMJJASOND</div></div> |                                           |               |  |          |         |                     |           |           |
| Odd Fellow Road Interchange/Oc                                                                                                                                  |                                           |               |  | 922      | 922     |                     | 01-Jul-13 | 10-Nov-17 |
| Procurement Process                                                                                                                                             |                                           |               |  | 888      | 888     |                     | 01-Jul-13 | 25-Sep-17 |
| A1000                                                                                                                                                           | Submit Unsolicited Proposal               |               |  | 0        | 0       | 0%                  | 01-Jul-13 |           |
| A1010                                                                                                                                                           | PPTA Process                              |               |  | 240      | 240     | 0%                  | 01-Jul-13 | 10-Jun-14 |
| A1020                                                                                                                                                           | NTP Design Build Contract                 |               |  | 0        | 0       | 0%                  | 11-Jun-14 |           |
| A1630                                                                                                                                                           | Kickoff Meeting w/ OT3P & VDOT            |               |  | 0        | 0       | 0%                  | 11-Jun-14 |           |
| A1650                                                                                                                                                           | Development Plans                         |               |  | 20       | 20      | 0%                  | 11-Jun-14 | 09-Jul-14 |
| A1660                                                                                                                                                           | VDOT Review Development Plans             |               |  | 20       | 20      | 0%                  | 10-Jul-14 | 06-Aug-14 |
| A1250                                                                                                                                                           | Asphalt Pavement                          |               |  | 60       | 60      | 0%                  | 03-Jul-17 | 25-Sep-17 |
| Odd Fellow Road Interchange @ 460                                                                                                                               |                                           |               |  | 733      | 733     |                     | 11-Jun-14 | 10-Nov-17 |
| A1150                                                                                                                                                           | General Conditions                        |               |  | 872      | 872     | 0%                  | 11-Jun-14 | 10-Nov-17 |
| A1340                                                                                                                                                           | Survey/Mapping/Geotech                    |               |  | 30       | 30      | 0%                  | 11-Jun-14 | 06-Aug-14 |
| A1670                                                                                                                                                           | Final R/W Plans                           |               |  | 30       | 30      | 0%                  | 07-Aug-14 | 18-Sep-14 |
| A2080                                                                                                                                                           | R/W Acquisition                           |               |  | 195      | 195     | 0%                  | 21-Aug-14 | 29-May-15 |
| A1880                                                                                                                                                           | Environmental Permitting                  |               |  | 40       | 40      | 0%                  | 12-Sep-14 | 06-Nov-14 |
| A1900                                                                                                                                                           | Submit Final R/W Plans                    |               |  | 0        | 0       | 0%                  |           | 18-Sep-14 |
| A1680                                                                                                                                                           | VDOT Review Flnal R/W Plans               |               |  | 20       | 20      | 0%                  | 19-Sep-14 | 16-Oct-14 |
| A1690                                                                                                                                                           | Grading, Drainage, and E&S Plans          |               |  | 25       | 25      | 0%                  | 19-Sep-14 | 23-Oct-14 |
| A1100                                                                                                                                                           | Private Utility Relocation                |               |  | 360      | 360     | 0%                  | 17-Oct-14 | 18-Mar-16 |
| A1750                                                                                                                                                           | Stake Holder Meeting                      |               |  | 0        | 0       | 0%                  |           | 23-Oct-14 |
| A1910                                                                                                                                                           | Submit Grading, Drainage, and E&S Plans   |               |  | 0        | 0       | 0%                  |           | 23-Oct-14 |
| A1700                                                                                                                                                           | VDOT Review Grading, Drainage & E&S Plans |               |  | 20       | 20      | 0%                  | 24-Oct-14 | 20-Nov-14 |
| A1710                                                                                                                                                           | 90% Construction Plans                    |               |  | 60       | 60      | 0%                  | 24-Oct-14 | 22-Jan-15 |
| A1980                                                                                                                                                           | Submit Environmental Permit Application   |               |  | 0        | 0       | 0%                  |           | 06-Nov-14 |
| A1890                                                                                                                                                           | Environmental Permit Review               |               |  | 30       | 30      | 0%                  | 07-Nov-14 | 22-Dec-14 |
| A1990                                                                                                                                                           | Receive Environmental Regulatory Comments |               |  | 0        | 0       | 0%                  |           | 22-Dec-14 |
| A2000                                                                                                                                                           | Address Environmental Comments            |               |  | 10       | 10      | 0%                  | 23-Dec-14 | 08-Jan-15 |
| A2010                                                                                                                                                           | Resubmit Environmental Permit Application |               |  | 0        | 0       | 0%                  |           | 08-Jan-15 |
| A2020                                                                                                                                                           | Final Environmental Regulatory Review     |               |  | 45       | 45      | 0%                  | 09-Jan-15 | 12-Mar-15 |
| A1050                                                                                                                                                           | QA/QC                                     |               |  | 617      | 617     | 0%                  | 13-Jan-15 | 10-Nov-17 |
| A1140                                                                                                                                                           | VDOT Notice to Commence Construction      |               |  | 0        | 0       | 0%                  | 13-Jan-15 |           |
| A1160                                                                                                                                                           | Erosion Control                           |               |  | 617      | 617     | 0%                  | 13-Jan-15 | 10-Nov-17 |
| A1170                                                                                                                                                           | Survey                                    |               |  | 617      | 617     | 0%                  | 13-Jan-15 | 10-Nov-17 |
| A1920                                                                                                                                                           | Submit 90% Construction Plans             |               |  | 0        | 0       | 0%                  |           | 22-Jan-15 |
| A1720                                                                                                                                                           | VDOT Review 90% Construction Plans        |               |  | 20       | 20      | 0%                  | 23-Jan-15 | 19-Feb-15 |
| A1730                                                                                                                                                           | 100% Construction Plans                   |               |  | 35       | 35      | 0%                  | 23-Jan-15 | 12-Mar-15 |
| A1190                                                                                                                                                           | Clear & Grub                              |               |  | 20       | 20      | 0%                  | 02-Feb-15 | 09-Mar-15 |















// A regular meeting of the Council of the City of Lynchburg was held on the 13th day of August, 2013, at 4:00 P.M. in the Council Chamber, City Hall, Michael Gillette, President, presiding. The following Members were present:

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

7

Absent:

0

// City Manager Kimball Payne introduced Richard Hancock, Real Estate Specialist for the United States Postal Service (USPS). Mr. Hancock gave a presentation explaining the Postal Service's plans for the Fort Hill Station and the Fort Hill Carrier Annex. Mr. Hancock stated that as a self-supporting government agency that receives no tax dollar for its operating expenses, the Postal Service must rely on the sale of postage, products and services to generate revenue. In an effort to control and cut costs, an optimization study has been recently initiated to "right size" the current Fort Hill Station operation to a smaller building that will continue to provide retail services to the community of Lynchburg. Mr. Hancock went on to say the new retail operation will be located as close as possible to the current Fort Hill Post Office. In the proposal, the new retail facility will offer the community an upgraded, modern facility that will provide the level of service expected by customers. Mr. Hancock further stated the current Fort Hill Station building will be placed on the market for sale, the Fort Hill Carrier Annex lease will be terminated and the carriers will relocate to another postal facility.

// Kay Frazier, Director of Parks and Recreation, presented a proposal requesting resources to strengthen the Parks Services Division in the Parks and Recreation Department. Ms. Frazier stated the funding is proposed to be phased in, which will result in additional staffing in the parks and on the trails with the goal of improving park safety, maintenance, customer satisfaction and the visitor experience. During the presentation the following information was presented:

- Overview of Parks System
- Current Resources
- Park Usage Statistics
- Challenges
- Short Term Solutions
- Resource Needs

Ms. Frazier further stated that the resources would be added as follows:

Phase 1 – add one full-time Custodian II - fully funded

Phase 2 – add one full-time Park Maintenance Supervisor; add one full-time Parks and Recreation Service Worker – cost \$88,100

Phase 3 – add one full-time Senior Parks and Recreation Service Worker, two full-time Parks and Recreation Service Workers and four part-time Parks and Recreation Service Workers - cost \$214,100

Phase 4 – add one Volunteer Coordinator – cost \$42,730

Total cost for the new positions - \$345,000

During Council discussion, the majority of Council stated that they wanted to see a sustainable funding plan before moving forward. Mayor Gillette called for a vote for Council to approve Phase 1 of the Proposal. Council Member Perrow made the motion seconded by Council Member Cary to approve Phase 1 of the Proposal and to defer the remaining Phases to a later date. Council by the following recorded vote approved Phase 1 of the Proposal for one full-time Custodian II:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// During roll call Council Member Perrow asked that a report on how license plate readers are being used in the City be presented at a future work session.

// Mayor Gillette made the following announcements:

- Council Retreat – September 3, 2013 – 8:30 a.m. – 3:00 p.m., 2<sup>nd</sup> Floor Training Room.
- Share the Park – Presents Back To School - Saturday, August 17, 2013, at Miller Park Pool – 12 Noon until 6:00 p.m.
- National Senior Center Month – observed on Friday, September 6, 2013 at 9:30 a.m. at the Templeton Center.

// City Council recessed the meeting at 5:44 p.m.

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

The following Members were present:

Present: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Absent: 0

Council Member Cary gave the Invocation, followed by the Pledge of Allegiance.

// Copies of the minutes of the July 9, 2013 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Perrow, seconded by Council Member Cary, Council by the following recorded vote approved the minutes as presented:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// In the matter of Library– General, Resolution #R-13-088 authorizing participation in a Phase II Operational Analysis for the Regional Library System and authorizing the use of up to \$22,000 in funds carried over from the FY 2013 budget to fund Lynchburg's portion of the analysis, laid over from the July 9, 2013 meeting, was again presented and read, and on motion of Council Member Perrow, seconded by Council Member Cary, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// In the matter of Community Development - Zoning, a public hearing was held regarding City Council Report #6 outlining the petition of Milestone Tower Limited Partnership for a Conditional Use Permit (CUP) at 409 and 459 Perrymont Avenue to allow the construction of a one hundred thirty-five (135)-foot telecommunications tower and associated equipment cabinets that will exceed seventy-two (72) cubic feet in an R-2, Low-Medium Density, Single-Family Residential District. Kent White, Director of Community



Development, gave a summary of the proposal and stated the Planning Commission recommended approval of the CUP petition. Representative Herschel Keller with Petty, Livingston, Dawson & Richards asked Council for approval of the CUP. 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 Resolution #R-13-089, as presented, granting the Conditional Use Permit at 409 and 459 Perrymont Avenue to allow the construction of a one hundred thirty-five (135) foot telecommunications tower:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// In the matter of Community Development, City Council Report #7 was considered. Deputy City Manager Bonnie Svrcek gave a summary of the request. On motion of Council Member Cary, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted Resolution #R-13-090, as presented, increasing the Community Development Block Grant (CDBG) and HOME Program FY 2014 funding appropriations by \$80,216 for CDBG and \$42,148 for the HOME Program with resources from the U.S. Department of Housing and Urban Development and the FY 2014 Operating Budget and Annual Action Plan are amended to reflect the increased appropriations:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// In the matter of Human Resources – Benefits, City Council Report #8 was considered. On motion of Council Member Cary, seconded by Council Member Foster, Council by the following recorded vote adopted Resolution #R-13-091, as presented, opting out of the Virginia Local Disability Program (VLDP) administered by the Virginia Retirement System (VRS):

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// In the matter of City Code, City Council Report #9 was considered. On motion of Council Member Cary, seconded by Council Member Nelson, Council by the following recorded vote adopted Ordinance #0-13-092, as presented, to amend the City Code relating to the amount of the license tax on dogs:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7

Noes: 0

// The meeting was adjourned at 8:07 P.M.

---

Clerk of Council

## LYNCHBURG CITY COUNCIL

### Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: 8

CONSENT:           REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

**ITEM TITLE: License Agreement for installation of Fiber Optic Cable from 3777 Candler's Mountain Road to 4000 Candler's Mountain Road**

**RECOMMENDATION:** After a public hearing, grant Liberty University, Inc. a License Agreement to place fiber optic cable in city owned right-of-way across Candler's Mountain Road as seen on the attached map route.

**SUMMARY:** Liberty University, Inc., has submitted a request for installation of approximately 60 feet of fiber optic cable in City Right of Way from 3777 Candler's Mountain Road (Wingate Hotel) to 4000 Candler's Mountain Road (LU intramural fields). This bore will allow Liberty University, Inc. to bring Liberty University fiber optic lines from the Campus East area to future development along its access road to the new 460 Interchange.

**PRIOR ACTION(S):** Physical Development Committee - August 13, 2013

**FISCAL IMPACT:** None

**CONTACT(S):**       Lee Newland – City Engineer – 455-3947  
                          Gaynelle Hart – Public Works Director - 455-4406

**ATTACHMENT(S):** Resolution; Site Map

**REVIEWED BY:** lkp

## RESOLUTION

BE IT RESOLVED That the City Manager is hereby authorized to execute a license agreement with Liberty University, Inc. , allowing Liberty University to install fiber optic cable in the city owned right of way from 3777 Candler's Mountain Road (the Wingate Hotel) to 4000 Candler's Mountain Road (Liberty University's intramural fields).

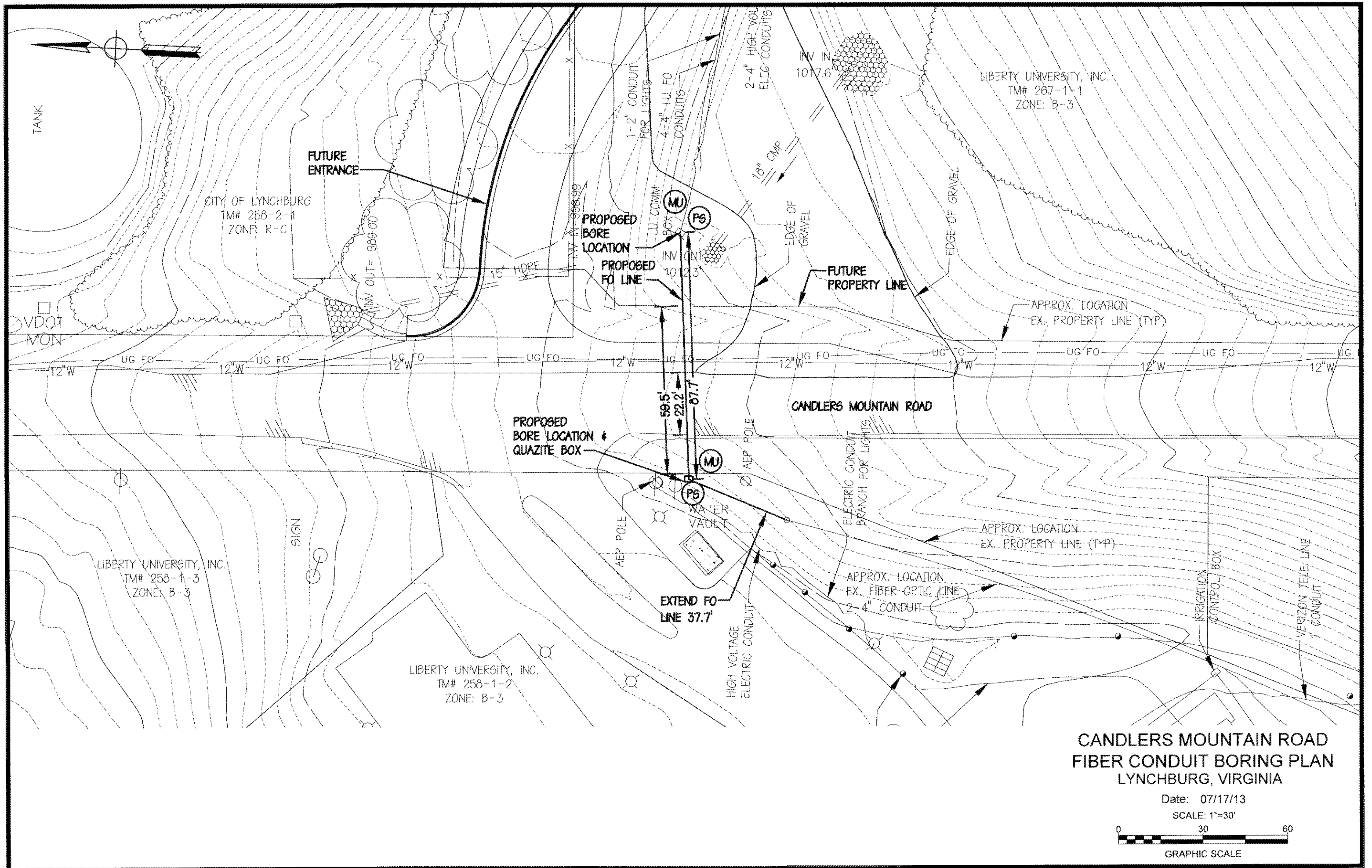
Adopted:

Certified:

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

111K





# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: **9**

CONSENT:                REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

**ITEM TITLE: Property Sale/Right-of-Way Vacation - Land between 3540 Young Place and 4000 Mayflower Drive**

**RECOMMENDATION:** After a public hearing, vacate the right-of-way and authorize the sale of the subject property to Liberty University.

**SUMMARY:** Liberty University has requested the City quit claim any interest it has in a strip of land consisting of two hundred and eleven thousandths (0.211) of an acre between 3540 Young Place and 4000 Mayflower Drive to the University. The property was conveyed to the City by deed on August 1, 1968 by Mr. and Mrs. Frank A. Young, Jr. The deed contained a reversionary clause that if the land was not used as a public street within fifteen (15) years, its ownership would revert back to the Youngs. A portion of the property was used in the construction of Young Place and the remainder is currently mapped in City records as unopened right-of-way. However, legally the property could be considered right-of-way (since a small part of the property was used for the construction of Young Place) or a separate parcel (since a greater portion of the property was not used for the construction of the roadway).

The Physical Development Committee (PDC) originally considered this matter on May 14, 2013 and recommended approval of the right-of-way vacation request. Since that time, Mr. Paul J. Feinman with Petty, Livingston, Dawson & Richards (representing Liberty University in this matter) has requested that the City not only vacate its interest in the land but also sell the property to Liberty University in order to minimize title issues. Greg Daniels, City Assessor, has valued the property at \$10,000 per acre (due to topography) which would result in a cost of \$2,110 for the two hundred eleven thousandths (0.211) acre strip. Mr. Feinman is also in discussion with Young family's representatives regarding their interest in the property.

An eighteen (18)-inch sanitary sewer line is located on the common boundary line between the subject property and 3540 Young Place. In order for the transfer of the property to occur, the City will need to reserve a fifteen (15)-foot easement to the west of the sewer line (within the subject property) and obtain a fifteen (15)-foot easement to the east of the sewer line (3540 Young Place).

**PRIOR ACTION(S):**

May 14, 2013:                The Physical Development Committee (PDC) reviewed the petition and recommended City Council vacate the right-of-way.

August 13, 2013:                The Physical Development Committee (PDC) reviewed the petition and recommended City Council vacate the right-of-way and sell the property to Liberty University.

**FISCAL IMPACT:**                \$2,110 from property sale

**CONTACT(S):**                Tom Martin, City Planner - 455-3900  
Walter Erwin, City Attorney – 455-3980

ATTACHMENT(S):

- Plat "Small Strip Belonging to the City of Lynchburg on Young Place"
- May 14, 2013 PDC Agenda Summary
- April 12, 2013 letter from Paul Feinman
- August 1968 Deed
- August 1968 Plat "Mayflower Drive"
- Area Map

REVIEWED BY: lkp



UNCODIFIED ORDINANCE:

AN ORDINANCE VACATING AN UNOPENED RIGHT-OF-WAY LOCATED BETWEEN 3540 YOUNG PLACE AND 4000 MAYFLOWER DRIVE CONTAINING TWO HUNDRED AND ELVEN THOUSANDTHS (0.211) ACRES.

WHEREAS, Liberty University is petitioning to vacate an unopened right-of-way of located between 3540 Young Place and 4000 Mayflower Drive consisting of two hundred and eleven thousandths (0.211) acres.

WHEREAS, City Council finds that no public inconvenience will result from vacating a portion of the right-of-way; and

WHEREAS, City Council hereby determines that the City has no need for the unopened public right-of-way in question and the City's continued ownership of such public right is not necessary or required to serve the best interest of the City;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lynchburg, on its own motion, and in accordance with the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Section 35-71 through Section 35-77 of the City Code 1981 as amended, the following described right-of-way be, and the same hereby is, discontinued and vacated, namely:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED NEAR THE INTERSECTION OF YOUNG PLACE AND MAYFLOWER DRIVE IN THE CITY OF LYNCHBURG, VIRGINIA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (IPS), WHICH IPS IS LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF YOUNG PLACE AND WHICH IPS IS A COMMON CORNER WITH THE PROPERTY OF LIBERTY UNIVERSITY, INC. AND WHICH IPS IS LOCATED OVER AN EXISTING SANITARY SEWER LINE OF THE CITY OF LYNCHBURG,

THENCE, WITH SAID PROPERTY OF LIBERTY UNIVERSITY AND WITH SAID SEWER LINE, SOUTH 26 DEGREES 30 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 159.68 FEET TO A SANITARY SEWER MANHOLE COVER;

THENCE, FURTHER WITH SAID LIBERTY UNIVERSITY AND WITH SAID SEWER LINE, SOUTH 13 DEGREES 53 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 147.30 FEET TO AN IRON PIN FOUND (IPF), WHICH IPF IS A COMMON CORNER WITH SAID LIBERTY UNIVERSITY AND WITH PROPERTY OF THE CITY OF LYNCHBURG, VIRGINIA ;

THENCE, LEAVING SAID PROPERTY OF LIBERTY UNIVERSITY AND SAID SEWER LINE AND WITH SAID CITY PROPERTY, NORTH 60 DEGREES 25 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 26.00 FEET TO AN IPS, WHICH IPS IS A COMMON CORNER WITH SAID CITY PROPERTY AND WITH OTHER PROPERTY OF LIBERTY UNIVERSITY, INC.;

THENCE, LEAVING SAID CITY PROPERTY AND WITH SAID OTHER PROPERTY OF LIBERTY UNIVERSITY, NORTH 11 DEGREES 53 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 143.54 FEET TO A MAG NAIL SET IN ASPHALT PAVEMENT;

THENCE, FURTHER WITH SAID OTHER PROPERTY OF LIBERTY UNIVERSITY NORTH 26 DEGREES 30 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 183.00 FEET TO AN IPS, WHICH IPS IS A COMMON CORNER OF SAID OTHER PROPERTY OF LIBERTY UNIVERSITY LOCATED ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID YOUNG PLACE;

THENCE, WITH SAID LINE OF YOUNG PLACE, SOUTH 51 DEGREES 07 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 11.91 FEET TO AN IPS;

THENCE, FURTHER WITH SAID LINE OF YOUNG PLACE, SOUTH 20 DEGREES 10 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 25.24 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 0.211 ACRES MORE OR LESS.

Said vacation is contingent upon the following: (1) that an easement to locate, relocate, repair, replace, maintain, and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg, (2) the construction of any building or structure or the use of the vacate property in any manner that could interfere with the City's right to locate, relocate, repair, replace, maintain and perpetually operate utilities is prohibited without the prior written approval of the City Manager's Office, City Water Resources Division and the City Engineering Division and (3) that the petitioner grants a fifteen (15)-foot easement to east of the existing eighteen (18)-inch sanitary sewer line located along the western property line of 3540 Young Place.

BE IT FUTHER ORDAINED that the Clerk of the Council is hereby authorized and directed to deliver a duly-certified copy of this ordinance to the Clerk of the Circuit Court for the City of Lynchburg so that said certified copy of this ordinance may be recorded as deeds are recorded and indexed in the name of the City of Lynchburg.

Adopted:

Certified:

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

114K

RESOLUTION:

A RESOLUTION TO CONVEY THE PROPERTY LOCATED BETWEEN 3540 YOUNG PLACE AND 4000 MAYFLOWER DRIVE CONTAINING TWO HUNDRED AND ELVEN THOUSANDTHS (0.211) ACRES TO LIBERTY UNIVERSITY.

WHEREAS, the property was conveyed to the City of Lynchburg on August 1, 1968 by Mr. and Mrs. Frank A. Young Jr.; and

WHEREAS, the deed conveying the property contained a reversionary clause that if the land was not used as a public street within fifteen (15)-years, its ownership would revert back to Mr. and Mrs. Frank A. Young Jr.; and

WHEREAS, Mr. and Mrs. Frank A. Young, Jr., or their successors in interest have never taken any action to have ownership of the land to revert back; and

WHEREAS, Liberty University is the current owner of 3540 Young Place and 4000 Mayflower Drive and has requested that the City vacate an interest it has in the property and sell it to the University for the sum of \$2,110; and

NOW, THEREFORE, BE IT RESOLVED that City Council finds that no public inconvenience will result from the property sale; and hereby determines that the City has no need for the unopened public right-of-way in question and the City's continued ownership of such public right is not necessary or required to serve the best interest of the City;

Said property sale is contingent upon the following: (1) that an easement to locate, relocate, repair, replace, maintain, and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg, and (2) the construction of any building or structure or the use of the vacate property in any manner that could interfere with the City's right to locate, relocate, repair, replace, maintain and perpetually operate utilities is prohibited without the prior written approval of the City Manager's Office, City Water Resources Division and the City Engineering Division. (3) A fifteen (15)-foot easement to east of the existing eighteen (18)-inch sanitary sewer line (3540 Young Place is obtained from the purchaser (Liberty University).

BE IT FURTHER RESOLVED that City Council approves the conveyance of the property to Liberty University for the sum of \$2,110; authorizes the City Manager to execute a deed and any other documents that may be needed to convey said property to Liberty University.

Introduced:

Adopted:

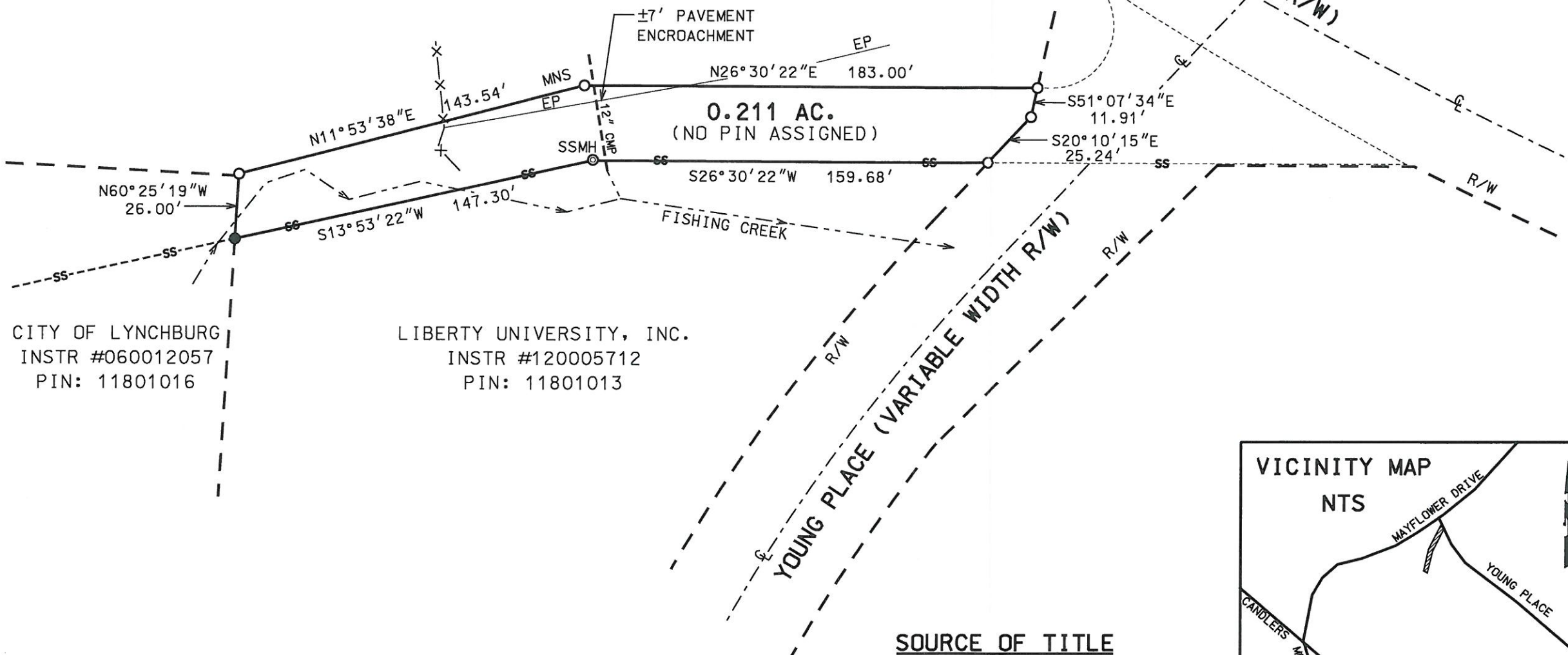
Certified:

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



PLAT CAB. 5, SLIDE 150

LIBERTY UNIVERSITY, INC.  
INSTR #100001294  
PIN: 11701006



CITY OF LYNCHBURG  
INSTR #060012057  
PIN: 11801016

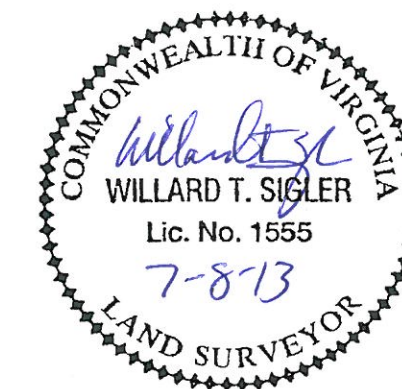
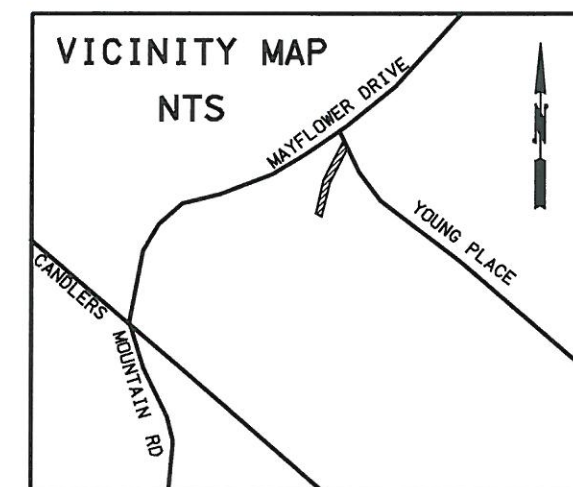
LIBERTY UNIVERSITY, INC.  
INSTR #120005712  
PIN: 11801013

**SOURCE OF TITLE**

DEED BOOK 430, PAGE 249  
(CITY OF LYNCHBURG)

**SURVEYED FOR**

LIBERTY UNIVERSITY, INC.



**NOTES:**

1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE TITLE.
2. BY GRAPHIC SCALING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" (NOT IN A DESIGNATED FLOOD HAZARD AREA) ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF LYNCHBURG, VIRGINIA (#5100930106D) DATED JUNE 3, 2008. NO FIELD SURVEYING WAS PERFORMED TO MAKE THIS DETERMINATION.
3. THIS PLAT DOES NOT PURPORT TO ADDRESS THE EXISTENCE, DETECTION OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS OR ANY ENVIRONMENTAL PROBLEMS LOCATED WITHIN THE PERIMETER OF THE PROPERTY SHOWN.
4. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER DATE OF THIS PLAT AND THERE ARE NO VISIBLE ENCROACHMENTS OR EASEMENTS EXCEPT AS SHOWN.

**BERKLEY-HOWELL & ASSOC., P.C.**

ENGINEERS - SURVEYORS - PLANNERS

306 ENTERPRISE DRIVE, SUITE C

FOREST, VIRGINIA 24551

PHONE: (434)385-7548 FAX: (434)385-6178

SCALE: 1" = 50'

DATE: JULY 8, 2013

BOUNDARY RESURVEY OF

**SMALL STRIP BELONGING TO  
THE CITY OF LYNCHBURG ON YOUNG PLACE**

CITY OF LYNCHBURG, VIRGINIA

COMM. NO. 130101

F.B. REF. 13-1

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **May 14, 2013 (PDC)**

AGENDA ITEM NO.:

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:  
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Vacate unopened right-of-way lying between 3540 Young Place and 4000 Mayflower Drive**

RECOMMENDATION: Vacate unopened right-of-way and quitclaim any City interest to Liberty University

SUMMARY: Mr. Paul J. Feinman, Petty, Livingston, Dawson & Richards is representing Liberty University in requesting the City quitclaim any interest it has in a strip of land lying between 3540 Young Place and 4000 Mayflower Drive to the University. The strip of land is approximately three hundred thirty-five (335) feet in length and forty-six (46) feet in width. The property was conveyed to the City by deed on August 1, 1968 by Mr. and Mrs. Frank A. Young, Jr. The deed contained a reversionary clause that if the land was not used as a public street within fifteen (15) years its ownership would revert back to the Youngs. A small portion of the property was used in the construction of Young Place and the remainder is currently mapped as unopened right-of-way. The Youngs or their successors in interest have never taken any action to have ownership of the land revert back. Both 3540 Young Place and 4000 Mayflower Drive are currently owned by Liberty University. The only other property that could be accessed by the unopened right-of-way is located at 3550 Young Place. 3550 Young Place is currently owned by the City, used by the Department of Information Technology and has adequate access from Young Place.

PRIOR ACTION(S): N/A

FISCAL IMPACT: N/A

CONTACT(S): Tom Martin, City Planner - 455-3900  
Walter Erwin, City Attorney – 455-3973

ATTACHMENT(S):

- April 12, 2013 letter from Paul Feinman
- Deed and Plat
- Area Map

REVIEWED BY

PETTY,  
LIVINGSTON,  
DAWSON  
&  
RICHARDS

Individual & Corporate Counsel

PAUL J. FEINMAN  
pfeinman@pldrlaw.com  
TEL. 434-846-2768  
FAX 434-847-8195

www.pldrlaw.com

Mailing Address:  
P.O. Box 1080  
Lynchburg, VA 24505

Street Address:  
725 Church Street  
Suite 1200  
Lynchburg, VA 24504

April 12, 2013

Kimball Payne, III  
City Manager  
900 Church Street  
Lynchburg, VA 24504



Re: Property Between Intersection of Mayflower Drive and Young Place

Dear Kim:

I am writing on behalf of Liberty University, Inc., to request that the City of Lynchburg quitclaim its interest in an unused strip of land located at the intersection of Mayflower Drive and Young Place, to the University. The strip of land is approximately 46 feet in width, and appears to have a length of from 330 to 335 feet, and is located between 4000 Mayflower Drive and 3540 Young Place. I have enclosed the plat used to convey the strip to the City, and also an aerial view with an overlay of the strip of land where it now lies in relation to Young Place and Mayflower Drive. (Please note that this overlay was not done by a surveyor.)

Mr. and Mrs. Frank A. Young, Jr. conveyed the full ownership of this strip of land to the City by deed dated August 1, 1968, recorded in Deed Book 430, at page 249. That deed contained a reversionary clause, stating that the strip was to be used for the City's public streets, but that if it was not so used within 15 years, its ownership would revert to the Youngs. I have also included a copy of that deed.

Mayflower Drive already existed at the time of the Young deed. It appears that VDOT subsequently put in Young Place, within the 15 year period, and then at some point after that, transferred Young Place to the City. The overlay demonstrates that part of the strip of land was used at the eventual location of the intersection of Young Place and Mayflower Drive. The rest of the strip of land has not been used at all.

Our legal analysis is that the City still owns this strip of land, by virtue of part of the strip having been used for Young Place. Even if it did not receive Young Place from the Commonwealth until after the end of the 15 year period (which is possible), or even if the attempted map overlay done on Parcel 2 were shown to be incorrect by an actual field survey, the Youngs and their successors in interest have not taken any steps to take back



this parcel. Thus, the statute of limitations period regarding their right to enforce their reversionary interest has already run, and they no longer have an interest either (we are asking them for a quitclaim deed too, just to remove any possible cloud on the title).

Liberty University owns the properties on both sides of this strip of land, and has already been in discussion with the folks in the GIS section of the Assessor's Office about its desire to acquire this strip and thereby remove this peninsula between its two surrounding parcels by adding it to one or the other. I have discussed this with Walter Erwin's Office as well, and he is familiar with it.

Please let me know if you have any questions about this, or simply need some more information or documentation, and whether there are other steps I need to take to move this forward in addition to this request.

Thank you very much for your consideration. With kindest regards, I am

Sincerely yours,

A handwritten signature in blue ink that reads "Paul".

Paul J. Feinman

cc: Walter C. Erwin  
David M. Corry

1584

THIS DEED, made this 1st day of August, 1968, by and between FRANK A. YOUNG JR. and ETELLE C. YOUNG, husband and wife, respectively, parties of the first part; CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, party of the second part; S. THOMAS MARTIN and WILLIAM S. ADAMS, TRUSTEES, as hereinafter shown, parties of the third part; and FIDELITY NATIONAL BANK, of Lynchburg, Virginia, party of the fourth part:

W I T N E S S E T H :

That for and in consideration of the sum of FIVE DOLLARS (\$5.00) cash and other valuable considerations in hand paid and delivered by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and the agreement by and on behalf of the party of the second part, evidenced by its acceptance of the delivery of this deed, that upon the application of the parties of the first part their successors or assigns, the party of the second part agrees to provide at the City's expense a tap to the existing sanitary sewer line as shown on the attached plat and further agrees to extend said tap line across the property hereby conveyed to the new property line hereby created of the parties of the first part; and the further agreement by the party of the second part that, at its sole expense, it will extend, or cause to be extended, a water line in Mayflower Drive shown on said plat to the point where the same will be available for use as an appurtenance to the said adjoining property of the parties of the first part or their successors, the said parties of the first part do hereby grant and convey, with General Warranty of Title, unto the party of the second part, the following described real estate, to-wit:

That certain strip or parcel of land approximately 30 feet wide, situate, lying and being in the City of Lynchburg, Virginia, adjoining and on the southeasterly side of Mayflower Drive in the City of Lynchburg, Virginia and which said strip or parcel of land is outlined in red on a plat prepared by the Department of Public Works of the City of Lynchburg, Virginia, entitled "Mayflower Drive Land To Be Acquired By The City Of Lynchburg From Frank A. Young Jr. and Etelle C. Young--Part Of Carrollton Farm", dated May 25, 1968, designated File A-1706, a copy of which plat is attached hereto and made a part hereof. Said property being more particularly described according to said plat as follows:

Beginning at an iron on the southerly side of Mayflower Drive, which point is corner to the property of the parties of the first part and the property of Lynchburg Area Development Corporation; thence along said dividing line S.  $27^{\circ} 16'$  W. 328.96 feet to a point; thence S.  $14^{\circ} 39'$  W. 147.30 feet to a point corner of the property owned by the parties of the first part and property owned by the Lynchburg Area Development Corporation and property owned by the Rental Uniform Service of Roanoke, Inc.; thence along the dividing line between the property of the parties of the first part and the property of Rental Uniform Service of Roanoke, Inc. N.  $59^{\circ} 30'$  W. 26 feet to a point; thence along a new line N.  $12^{\circ} 32'$  E. 143.54 feet to a point; thence N.  $27^{\circ} 16'$  E. 189.92 feet to a point; thence along a curved line in a westerly direction with a radius of 25 feet for a distance of 65.23 feet to P. C. on the southerly line of Mayflower Drive, thence along the southerly line of Mayflower Drive on a curved line in an easterly direction with a radius of 1939.86 feet for a distance of 151.50 feet to an iron at the point of beginning; and being part of the same property conveyed to the parties of the first part, by deed from Lynchburg Industrial Enterprises Inc., dated December 7, 1967, recorded in the Lynchburg Clerk's Office in Deed Book 423, at page 491.

TO HAVE AND TO HOLD the above described property unto the party of the second part, its successors and assigns forever, as and for a part of the public streets of the City of Lynchburg, provided, however, that if no such use of said property shall be made within fifteen years from the date of this deed, then said property shall at the expiration of fifteen years from the date of this deed, immediately revert to the parties of the first part or their successors in interest, in fee simple estate.



WHEREAS, by deed of trust dated December 27, 1967, of record in the Clerk's Office of the Corporation Court of the City of Lynchburg, Virginia, in Deed Book 423, page 495, the parties of the first part conveyed to S. Thomas Martin and William S. Adams, Trustees, certain property including the property hereinbefore described and conveyed, in trust to secure the payment of a certain debt more fully described therein; and

WHEREAS, Fidelity National Bank, Lynchburg, Virginia, is the holder of the debt secured by the deed of trust aforesaid; and

WHEREAS, the holder, party of the fourth part hereto, regards the conveyance of the parcel of land here in before described and conveyed as not reducing the security for the debt secured by the deed of trust aforesaid and is willing to release the lien of said deed of trust as to the parcel of land hereinbefore described and conveyed, and has directed the parties of the third part, Trustees, to release the said deed of trust as to the same, as evidenced by the execution of this deed by the said party of the fourth part hereto;

NOW, THEREFORE, THIS DEED FURTHER WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, by the party of the second part to the party of the fourth part, the receipt whereof is hereby acknowledged, the parties of the third part, Trustees, at the direction of the party of the fourth part, do hereby release, with Special Warranty of Title, unto the party of the second part, the parcel of land hereinbefore described and conveyed, free from the lien of said deed of trust, but it is expressly understood and agreed that as to the residue of the property conveyed by the aforesaid deed of trust, the lien thereof shall remain in full force and effect.

WITNESS the following signatures and seals, as of the day and  
year first above written.

Frank A. Young Jr. (SEAL)

Estelle C. Young (SEAL)

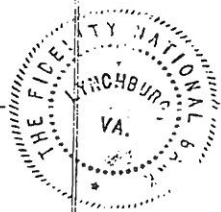
J. C. Young

Trustee

William S. Adams  
Trustee

FIDELITY NATIONAL BANK, Lynchburg,  
Virginia

By D. D. Bonistead  
Its Vice-President



Attest:

W. H. Morgan  
Its Asst. Cashier

CITY ATTORNEY  
LYNCHBURG, VA.

STATE OF VIRGINIA,

CITY OF LYNCHBURG, to-wit:

I, Mary Willie Carson, a Notary Public in  
and for the City of Lynchburg, in the State of Virginia, do hereby certify  
that FRANK A. YOUNG JR. and ETELLE C. YOUNG, husband and wife,  
respectively, whose names are signed to the foregoing writing, bearing  
date the 1st day of August, 1968, have acknowledged the same before me  
in my City and State aforesaid.

My commission expires the 3rd day of May, 1970.

Given under my hand this 5th day of August, 1968.

Mary Willie Carson  
Notary Public

STATE OF VIRGINIA,

CITY OF LYNCHBURG, to-wit:

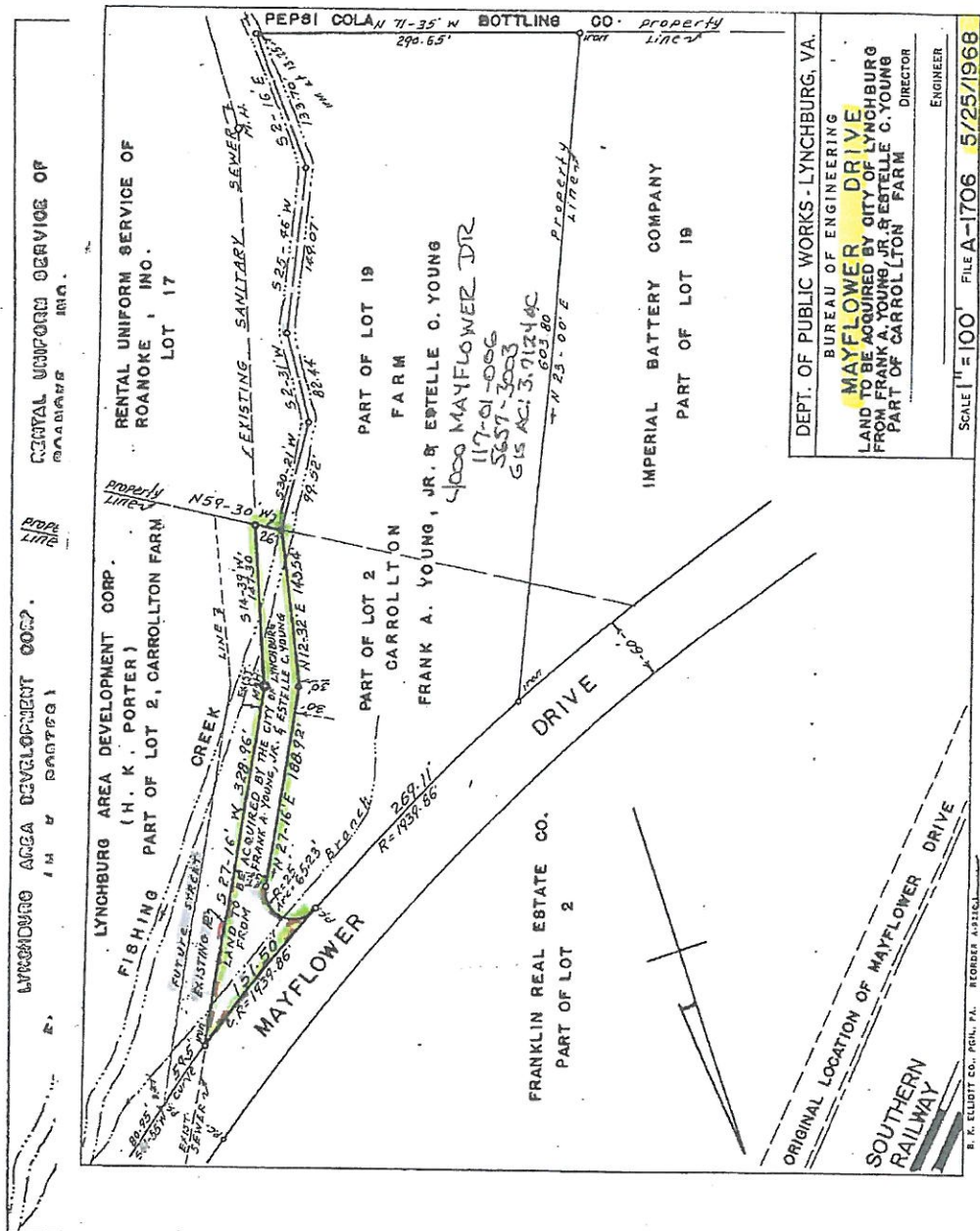
I, Mary Willie Carson, a Notary Public in  
and for the City of Lynchburg, in the State of Virginia, do hereby certify  
that S. THOMAS MARTIN and WILLIAM S. ADAMS, whose names as  
Trustees are signed to the foregoing writing, bearing date the 1st day of  
August, 1968, have acknowledged the same before me in my City and State  
aforesaid.

My commission expires the 3rd day of May, 1970.

Given under my hand this 6th day of August, 1968.

Mary Willie Carson  
Notary Public





City Attorney  
AUG 19 1968

|   |   |    |   |    |   |    |   |    |   |    |   |
|---|---|----|---|----|---|----|---|----|---|----|---|
| 1 | 1 | F1 | 2 | F1 | 3 | F1 | 4 | F1 | 5 | F1 | 6 |
|---|---|----|---|----|---|----|---|----|---|----|---|

\$ .00 Tax  
1.00 Frame  
8.00 Feet  
\$ 9.00 Plate

Virginia: In the clerk's office of the corporation court for the city of Lynchburg on the 7<sup>th</sup> day of Aug. 1968. This deed was presented and upon the annexed certificate<sup>s</sup> of acknowledgment admitted to record at 10:30 o'clock A. M.

NRHD #: 8109  
PIC: DB430/R6254  
REC: AUG 7, 1968  
DONE:

Teste: George W. Martin Clerk.



# 4000 Mayflower Dr. & 3540 Young Pl.

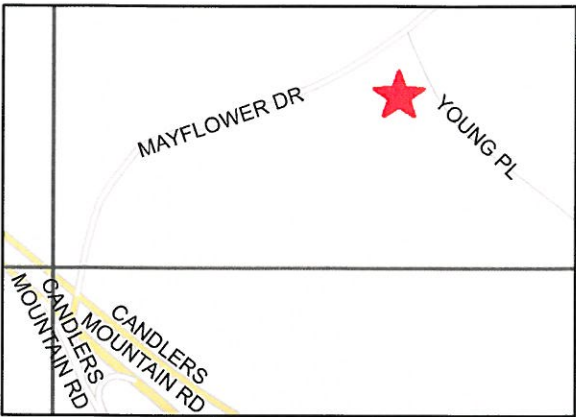
Right-of-Way Vacation



Property



Property adjoining right of way



# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: **10**

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Right-of-Way Vacation - Portion of Lakeside Drive and Whitehall Road**

RECOMMENDATION: After a public hearing vacate the additional right-of-way on Lakeside Drive and Whitehall Road.

SUMMARY: The parcel at 2400 Lakeside Drive was created by City Council on November 13, 2012 through the vacation of excess right-of-way. City Council authorized the City Manager to sell the City-owned property consisting of four hundred twelve thousandths (0.412) of an acre to Lakeside Crossing, LLC on February 12, 2013.

In order to finalize the sale of the four hundred twelve thousandths (0.412) of an acre, Lakeside Crossing Lynchburg, LLC has requested the City vacate an additional twenty-six thousandth (0.026) of an acre from portions of the Whitehall Road and Lakeside Drive right-of-way (Attachment A, "Area A"). The net result would be a reconfigured parcel at 2400 Lakeside Drive with a total area of four hundred thirty-four thousandths (0.434) of an acre; the residual four thousandths (0.004) of an acre will remain as City right-of-way.

The reconfigured parcel is adjacent to improvements proposed as part of the 221/501 Intersection Improvement Project which was approved by Council on July 11, 2006. Sufficient land has been reserved to facilitate construction of the intersection project and this parcel is not needed for the proposed improvements.

PRIOR ACTION(S):

November 13, 2012: City Council created 2400 Lakeside Drive by vacating excess right-of-way.

February 12, 2013: City Council authorized the City Manager to sell the property totaling four hundred twelve thousandths (0.412) of an acre at 2400 Lakeside Drive to Lakeside Crossing, LLC.

August 13, 2013: Physical Development Committee (PDC) recommended reviewed the petition and recommended City Council vacate the additional right-of-way

FISCAL IMPACT: The City will receive \$131,675 for the sale of the reconfigured property (0.434 acres). Since the property was originally acquired with transportation funds, the proceeds from the sale must be used for transportation projects. The City will also receive real property tax revenue from the property which is currently not taxable.

CONTACT(S):

Tom Martin, City Planner - 455-3900

Marjette Upshur, Director Economic Development – 455-4490

ATTACHMENT(S):

- Plat Showing Boundary Line Adjustment for Lot "B"
- Proposed Site Plan (Full)
- Proposed Site Plan (Building F – Zoom View)

REVIEWED BY: lkp



UNCODIFIED ORDINANCE:

AN ORDINANCE TO VACATE ANY PUBLIC INTEREST IN A PORTION OF EXCESS RIGHT-OF-WAY OF WHITEHALL ROAD AND LAKESIDE DRIVE ADJACENT TO 2400 LAKESIDE DRIVE CONTAINING TWENTY-SIX THOUSANDTHS (0.026) ACRES, AND TO AUTHORIZE THE CONVEYANCE OF ANY INTEREST THE CITY MAY HAVE IN THE VACATED RIGHT-OF-WAY TO LAKESIDE CROSSING LYNCHBURG LLC.

WHEREAS, Lakeside Crossing Lynchburg, LLC is petitioning to vacate a portion of unused excess right of way that is adjacent to 2400 Lakeside Drive containing twenty-six thousandths (.026) acres.

WHEREAS, the Virginia Department of Transportation originally acquired the property in question for the construction of a grade separated interchange and the property consists of the remnants of various parcels of property that were not used by the Virginia Department of Transportation and which the Virginia Department of Transportation subsequently conveyed to the City;

WHEREAS, the parcel at 2400 Lakeside Drive was created by City Council on November 13, 2012 through the vacation of excess right-of-way. City Council authorized the City Manager to sell the City-owned property consisting of four hundred twelve thousandths (0.412) of an acre to Lakeside Crossing, LLC on February 12, 2013;

WHEREAS, to finalize the sale of the four hundred twelve thousandths (0.412) of an acre, Lakeside Crossing, LLC has requested the City Council vacate an additional twenty-six thousandth (0.026) of an acre from portions of the Whitehall Road and Lakeside Drive right-of-way.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lynchburg, on its own motion, and in accordance with the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 35-71 through 35-77 of the City Code 1981 as amended, the following described right-of-way be, and the same hereby is, discontinued and vacated, namely:

COMMENCING AT VIRGINIA DEPARTMENT OF HIGHWAYS CONCRETE MONUMENT FOUND, SAID MONUMENT BEING ON SOUTHERLY RIGHT OF WAY LINE FOR WHITEHALL ROAD, THENCE ALONG SAID LINE SOUTH 71 DEGREES 08 MINUTES 22 SECONDS EAST 5.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NEW SOUTHERLY RIGHT-OF-WAY LINE FOR WHITEHALL ROAD THE FOLLOWING COURSES, NORTH 52 DEGREES 14 MINUTES 33 SECONDS EAST 0.32 FEET TO A 1/2 INCH REBAR SET, SOUTH 72 DEGREES 14 MINUTES 42 SECONDS EAST 243.43 FEET TO A 1/2 INCH REBAR SET, SOUTH 14 DEGREES 19 MINUTES 28 SECONDS EAST 12.69 FEET TO A 1/2 INCH REBAR SET ON A NEW NORTHERLY RIGHT OF WAY LINE FOR LAKESIDE DRIVE; THENCE ALONG NEW NORTHERLY RIGHT OF WAY LINE FOR LAKESIDE DRIVE THE FOLLOWING COURSES, SOUTH 75 DEGREES 40 MINUTES 32 SECONDS WEST 227.46 FEET TO A 1/2 INCH REBAR SET, NORTH 52 DEGREES 56 MINUTES 52 SECONDS WEST 1.79 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY AND ALONG PREVIOUS NORTHERLY RIGHT OF WAY OF LAKESIDE DRIVE NORTH 75 DEGREES 40 MINUTES 32 SECONDS EAST 203.20 FEET TO A 1/2 INCH REBR FOUND; THENCE LEAVING PREVIOUS NORTHERLY RIGHT OF WAY LINE OF LAKESIDE DRIVE AND ALONG PREVIOUS SOUTHERLY RIGHT OF WAY LINE OF WHITEHALL ROAD THE FOLLOWING COURSES, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 146 DEGREES 48 MINUTES 54 SECONDS A RADIUS OF 10.00 FEET A LENGTH OF 25.62 FEET A CHORD OF 19.17' AND A CHORD BEARING OF NORTH 02 MINUTES 16 SECONDS 05 MINUTES EAST TO A POINT, NORTH 71 DEGREES 08 MINUTES 22 SECONDS WEST 223.03 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 0.026 ACRES.

Provided, however, that any previously existing easement of record to locate, relocate, repair, replace, maintain and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg.

BE IT FURTHER ORDAINED that the City of Lynchburg relinquishes any interest it may have acquired in the vacated right of way to Lakeside Crossing Lynchburg, LLC, that the Clerk of Council is hereby authorized and directed to deliver a duly certified copy of this ordinance to the Clerk of the Circuit Court for the City of Lynchburg so that said certified copy of this ordinance may be recorded as deeds are recorded and indexed in the name of the City of Lynchburg, and the City Manager is hereby authorized to sign any deed or other documents that may be needed to complete the vacation of the right of way and the conveyance of the City's interests in the vacated property to Lakeside Crossing Lynchburg, LLC.

Adopted:

Certified:

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

116K

PLAT APPROVED FOR CITY OF LYNCHBURG:

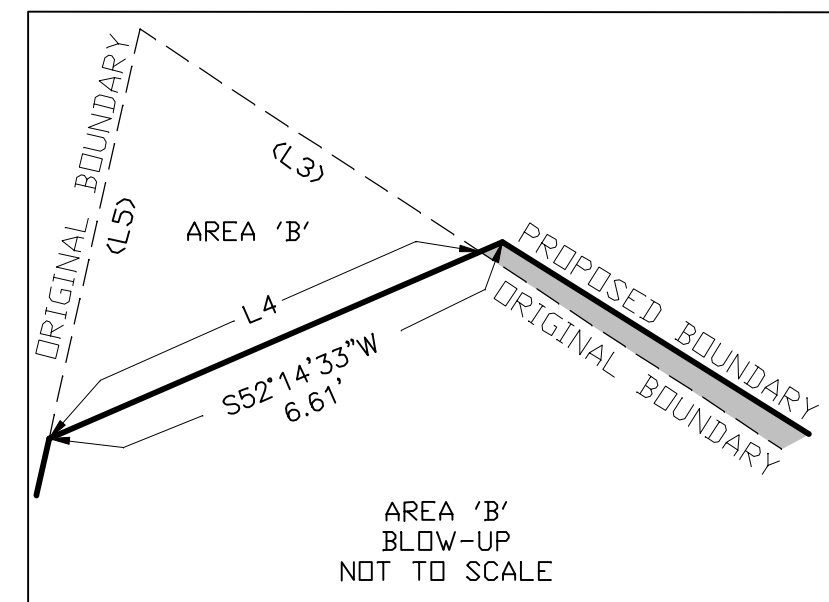
CITY MANAGER, LYNCHBURG, VA

DATE

CITY ENGINEER, LYNCHBURG, VA

DATE

**PRELIMINARY FOR REVIEW ONLY**  
**AUGUST 19, 2013**



AREA 'A' - CITY OF LYNCHBURG RIGHT-OF-WAY HEREBY VACATED 0.026 ACRES (1150.782 SQ. FT.)

AREA 'B' - TO RETURN TO CITY OF LYNCHBURG RIGHT-OF-WAY 14.087 SQ. FT.

AREA 'C' - TO RETURN TO CITY OF LYNCHBURG RIGHT-OF-WAY 152.152 SQ. FT.

TM #23101001  
CITY OF LYNCHBURG  
INSTR. #090003373  
DB 790 PG 326  
HWPB 2 PG 323

OLD R/W  
SEE VDOT PLAN 0291-118-101, PE-102, C-502, RW-202 SHEET 4C

LAKE SIDE DRIVE  
OLD RTE 221/460  
(VARIABLE WIDTH R/W)

THIS PLAT WAS PREPARED BASED ON AN ACTUAL FIELD SURVEY FOR WORK RELATED TO UNRECORDED PLAT BY PIEDMONT SURVEYORS, PLLC TITLED "PLAT SHOWING BOUNDARY SURVEY FOR LOT 'B' PROPERTY OF CITY OF LYNCHBURG LAKE SIDE DRIVE & WHITEHALL ROAD", AND DATED "1/16/2013", DRAWING NUMBER 2012-427-2. PER SAID PLAT, THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN. OTHER THAN SETTING OF PROPOSED REVISED CORNERS, NO NEW FIELD WORK OR RESEARCH HAS BEEN COMPLETED.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

THE AREA SHOWN IS LOCATED IN FLOOD HAZARD ZONE 'X' AS INDICATED ON FLOOD INSURANCE RATE MAP BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY PANEL NUMBER 5100930101D, DATED JUNE 3, 2008. ZONE 'X' IS DEFINED ON SAID MAP AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN'.

THIS SURVEY WAS COMPLETED AT THE REQUEST OF CITY OF LYNCHBURG, BOHLER ENGINEERING AND SJ COLLINS.

ORIGINAL LOT 'B' AS SHOWN HEREON WAS CREATED PER CITY ORDINANCE #0-12-139 RECORDED IN INSTRUMENT #1200008489 ON DECEMBER 19, 2012. THIS ORDINANCE VACATED THE RIGHT-OF-WAY OF WHICH LOT B WAS PART OF.

METES AND BOUNDS SHOWN IN (PARENTHESES) ARE PART OF ORIGINAL LOT.

N/F TM #23103001  
EE, LLC  
INSTR. #070003076  
PC 5 SLIDE 15-19

N/F TM #23103002  
EE, LLC  
INSTR. #070003077

| AREA 'B' & 'C' |             |          |
|----------------|-------------|----------|
| LINE TABLE     |             |          |
| LINE           | BEARING     | DISTANCE |
| (L1)           | S75°40'32"W | 18.22'   |
| L2             | S52°56'52"E | 21.41'   |
| (L3)           | S71°08'22"E | 5.44'    |
| L4             | S52°14'33"W | 6.29'    |
| (L5)           | N01°48'30"W | 5.61'    |

| CURVE | DELTA ANGLE | ARC LENGTH | RADIUS   | CHORD  | CHORD BEARING |
|-------|-------------|------------|----------|--------|---------------|
| (C3)  | 0°38'58"    | 17.42'     | 1537.18' | 17.42' | N01°52'25"E   |

#### LEGEND

- AREA OF RIGHT-OF-WAY TO BE VACATED
- 1/2" REBAR SET (UNLESS NOTED OTHER)
- MNS
- MAG NAIL SET
- CORNER FOUND AS NOTED
- R/W MONUMENT FOUND STAMPED AS NOTED
- OVERHEAD UTILITY
- UTILITY POLE
- EDGE OF PAVEMENT

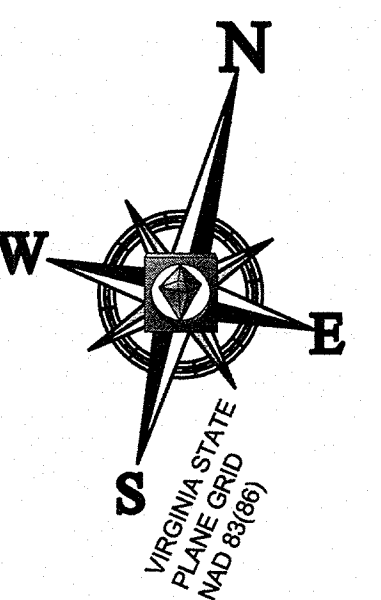
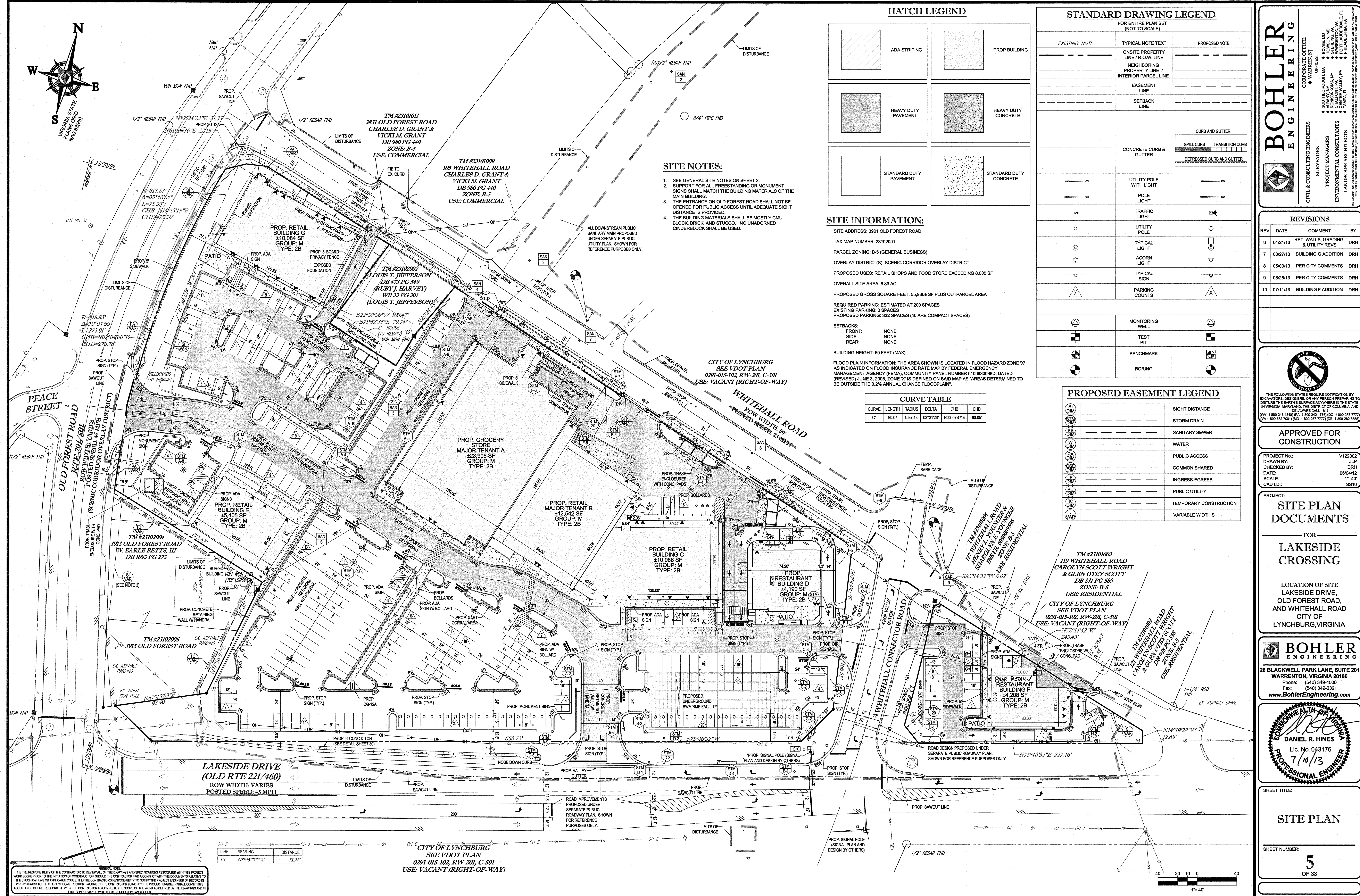


**PIEDMONT SURVEYORS**  
3831 OLD FOREST ROAD - SUITE 6  
LYNCHBURG, VA 24501  
434-426-9510  
WWW.PIEDMONTSURVEYORS.COM

PROJECT NO. 2012-427  
DRAWING NO. 2012-427-3  
DATE 7/15/2013  
SCALE 1" = 30'  
SHEET 1 OF 1

**PLAT SHOWING**  
**BOUNDARY LINE ADJUSTMENT FOR LOT 'B',**  
**CITY OF LYNCHBURG RIGHT-OF-WAY VACATION,**  
**AND CITY OF LYNCHBURG RIGHT-OF-WAY DEDICATION**  
**PROPERTY OF CITY OF LYNCHBURG**  
**LAKE SIDE DRIVE & WHITEHALL ROAD**  
**CITY OF LYNCHBURG, VIRGINIA**





HATCH LEGEND

|  |                        |  |                        |
|--|------------------------|--|------------------------|
|  | ADA STRIPING           |  | PROP BUILDING          |
|  | HEAVY DUTY PAVEMENT    |  | HEAVY DUTY CONCRETE    |
|  | STANDARD DUTY PAVEMENT |  | STANDARD DUTY CONCRETE |

STANDARD DRAWING LEGEND

| FOR ENTIRE PLAN SET (NOT TO SCALE) |                                                  |               |
|------------------------------------|--------------------------------------------------|---------------|
| EXISTING NOTE                      | TYPICAL NOTE TEXT                                | PROPOSED NOTE |
|                                    | ONSITE PROPERTY LINE / R.O.W. LINE               |               |
|                                    | NEIGHBORING PROPERTY LINE / INTERIOR PARCEL LINE |               |
|                                    | EASEMENT LINE                                    |               |
|                                    | SETBACK LINE                                     |               |
|                                    | CONCRETE CURB & GUTTER                           |               |
|                                    | UTILITY POLE WITH LIGHT                          |               |
|                                    | POLE LIGHT                                       |               |
|                                    | TRAFFIC LIGHT                                    |               |
|                                    | UTILITY POLE                                     |               |
|                                    | TYPICAL LIGHT                                    |               |
|                                    | ACORN LIGHT                                      |               |
|                                    | TYPICAL SIGN                                     |               |
|                                    | PARKING COUNTS                                   |               |
|                                    | MONITORING WELL                                  |               |
|                                    | TEST PIT                                         |               |
|                                    | BENCHMARK                                        |               |
|                                    | BORING                                           |               |

SITE NOTES:

- SEE GENERAL SITE NOTES ON SHEET 2.
- SUPPORT FOR ALL FREESTANDING OR MONUMENT SIGNS SHALL MATCH THE BUILDING MATERIALS OF THE MAIN BUILDING.
- THE ENTRANCE ON OLD FOREST ROAD SHALL NOT BE OPENED FOR PUBLIC ACCESS UNTIL ADEQUATE SIGHT DISTANCE IS PROVIDED.
- THE BUILDING MATERIALS SHALL BE MOSTLY CMU BLOCK, BRICK, AND STUCCO. NO UNADORNED CINDERBLOCK SHALL BE USED.

SITE INFORMATION:

SITE ADDRESS: 3901 OLD FOREST ROAD  
TAX MAP NUMBER: 23102001  
PARCEL ZONING: B-5 (GENERAL BUSINESS)  
OVERLAY DISTRICT(S): SCENIC CORRIDOR OVERLAY DISTRICT  
PROPOSED USES: RETAIL SHOPS AND FOOD STORE EXCEEDING 8,000 SF  
OVERALL SITE AREA: 6.33 AC.  
PROPOSED GROSS SQUARE FEET: 55,930S SF PLUS OUTPARCEL AREA  
REQUIRED PARKING: ESTIMATED AT 200 SPACES  
EXISTING PARKING: 0 SPACES  
PROPOSED PARKING: 322 SPACES (40 ARE COMPACT SPACES)  
SETBACKS: FRONT: NONE, SIDE: NONE, REAR: NONE  
BUILDING HEIGHT: 60 FEET (MAX)  
FLOOD PLAIN INFORMATION: THE AREA SHOWN IS LOCATED IN FLOOD HAZARD ZONE 'X' AS INDICATED ON FLOOD INSURANCE RATE MAP BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). COMMUNITY PANEL NUMBER 51009300380, DATED (REVISED) JUNE 3, 2008, ZONE 'X' IS DEFINED ON SAID MAP AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN'.

CURVE TABLE

| CURVE | LENGTH | RADIUS   | DELTA     | CHB         | CHD    |
|-------|--------|----------|-----------|-------------|--------|
| C1    | 90.07  | 1537.18' | 02°21'26" | N00°07'47"E | 90.05' |

PROPOSED EASEMENT LEGEND

|  |                        |
|--|------------------------|
|  | SIGHT DISTANCE         |
|  | STORM DRAIN            |
|  | SANITARY SEWER         |
|  | WATER                  |
|  | PUBLIC ACCESS          |
|  | COMMON SHARED          |
|  | INGRESS-EGRESS         |
|  | PUBLIC UTILITY         |
|  | TEMPORARY CONSTRUCTION |
|  | VARIABLE WIDTH S       |

**BOHLER ENGINEERING**

CORPORATE OFFICE:  
WARREN, NJ

OFFICES:  
BOSTON, MA  
BIRMINGHAM, AL  
CHICAGO, IL  
CINCINNATI, OH  
COLUMBIA, SC  
DENVER, CO  
FORT LAUDERDALE, FL  
FORT MYERS, FL  
FORT WORTH, TX  
HARTFORD, CT  
HOUSTON, TX  
INDIANAPOLIS, IN  
JACKSONVILLE, FL  
KANSAS CITY, MO  
LAS VEGAS, NV  
LOS ANGELES, CA  
MEMPHIS, TN  
MIAMI, FL  
MINNEAPOLIS, MN  
NEW YORK, NY  
OKLAHOMA CITY, OK  
ORLANDO, FL  
PHILADELPHIA, PA  
PORTLAND, ME  
SAN ANTONIO, TX  
SAN JOSE, CA  
SEATTLE, WA  
SPRINGFIELD, IL  
TAMPA, FL  
TULSA, OK  
WASHINGTON, DC  
WICHITA, KS  
WILMINGTON, DE

CIVIL & CONSULTING ENGINEERS  
SURVEYORS  
PROJECT MANAGERS  
ENVIRONMENTAL CONSULTANTS  
LANDSCAPE ARCHITECTS

REVISIONS

| REV | DATE     | COMMENT                             | BY  |
|-----|----------|-------------------------------------|-----|
| 6   | 01/21/13 | RET. WALLS, GRADING, & UTILITY REVS | DRH |
| 7   | 03/27/13 | BUILDING G ADDITION                 | DRH |
| 8   | 05/03/13 | PER CITY COMMENTS                   | DRH |
| 9   | 08/28/13 | PER CITY COMMENTS                   | DRH |
| 10  | 07/11/13 | BUILDING F ADDITION                 | DRH |

THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE OF VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND DELAWARE CALL: 811 (WV 1-800-245-4848) (PA 1-800-245-1776) (DC 1-800-251-7777) (DE 1-800-622-7071) (MD 1-800-251-7777) (DE 1-800-328-6555)

**APPROVED FOR CONSTRUCTION**

PROJECT No.: V122002  
DRAWN BY: LPL  
CHECKED BY: DRH  
DATE: 06/04/12  
SCALE: 1"=40'  
CAD ID.: SS10

**SITE PLAN DOCUMENTS**

FOR  
**LAKESIDE CROSSING**

LOCATION OF SITE  
LAKESIDE DRIVE,  
OLD FOREST ROAD,  
AND WHITEHALL ROAD  
CITY OF  
LYNCHBURG, VIRGINIA

**BOHLER ENGINEERING**

28 BLACKWELL PARK LANE, SUITE 201  
WARRENTON, VIRGINIA 20186  
Phone: (540) 349-4500  
Fax: (540) 349-0321  
www.BohlerEngineering.com

**DANIEL R. HINES**  
Lic. No. 043176  
7/10/13  
PROFESSIONAL ENGINEER

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**5**  
OF 33



CANT (RIGHT-OF-WAY)

BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

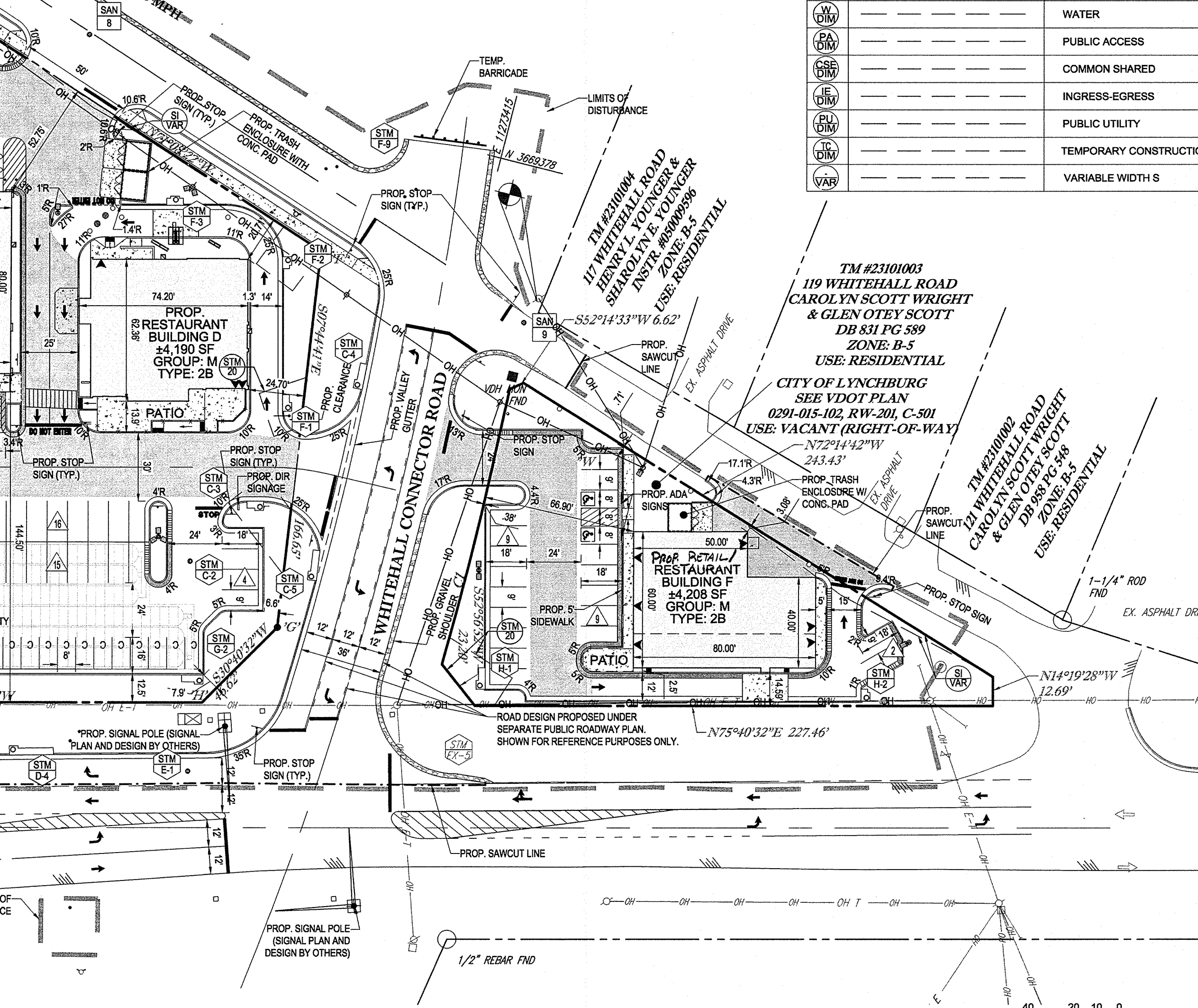
WHITEHALL ROAD  
ROW WIDTH: 50'  
POSTED SPEED: 25 MPH

### CURVE TABLE

| CURVE | LENGTH | RADIUS   | DELTA     | CHB         | CHD    |
|-------|--------|----------|-----------|-------------|--------|
| C1    | 90.07  | 1537.18' | 03°21'26" | N00°07'47"E | 90.05' |

### PROPOSED EASEMENT LEGEND

|            |           |                        |
|------------|-----------|------------------------|
| SI<br>DIM  | — — — — — | SIGHT DISTANCE         |
| STM<br>DIM | — — — — — | STORM DRAIN            |
| SS<br>DIM  | — — — — — | SANITARY SEWER         |
| W<br>DIM   | — — — — — | WATER                  |
| PA<br>DIM  | — — — — — | PUBLIC ACCESS          |
| CSE<br>DIM | — — — — — | COMMON SHARED          |
| IE<br>DIM  | — — — — — | INGRESS-EGRESS         |
| PU<br>DIM  | — — — — — | PUBLIC UTILITY         |
| TC<br>DIM  | — — — — — | TEMPORARY CONSTRUCTION |
| VAR        | — — — — — | VARIABLE WIDTH S       |



TM #23101003  
119 WHITEHALL ROAD  
CAROLYN SCOTT WRIGHT  
& GLEN OTEY SCOTT  
DB 831 PG 589  
ZONE: B-5  
USE: RESIDENTIAL

CITY OF LYNCHBURG  
SEE VDOT PLAN  
0291-015-102, RW-201, C-501  
USE: VACANT (RIGHT-OF-WAY)

TM #23101002  
121 WHITEHALL ROAD  
CAROLYN SCOTT WRIGHT  
& GLEN OTEY SCOTT  
DB 958 PG 548  
ZONE: B-5  
USE: RESIDENTIAL

ROAD DESIGN PROPOSED UNDER  
SEPARATE PUBLIC ROADWAY PLAN.  
SHOWN FOR REFERENCE PURPOSES ONLY.

40 20 10 0

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: 11

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Consideration of the Request of the Town of Bedford to withdraw from the Region 2000 Services Authority**

RECOMMENDATION: After a public hearing, adopt a resolution approving the request of the Town of Bedford to withdraw from the Region 2000 Services Authority.

SUMMARY: The City of Bedford, along with The City of Lynchburg, Campbell County and Nelson County were founding members of the Region 2000 Services Authority which provides regional solid waste disposal at two landfill sites. Appomattox County has subsequently joined the Services Authority. Effective July 1, 2013 the City of Bedford reverted to town status. As such its solid waste disposal needs will be accommodated by the Bedford County landfill.

Sections 15.2-5104 and 15.2-5112 of the Code of Virginia require that each member jurisdiction in the services authority hold a public hearing to receive comment on the Town of Bedford's withdrawal request and then to adopt a resolution approving the request.

The withdrawal of the Town of Bedford from the Services Authority has slight impact on the life of the current landfill and its revenues. Based on certain assumptions of past and future operations, the net impact of the town's withdrawal has been estimated to be approximately \$265,000 over a thirteen (13) year period. The Town of Bedford has agreed to pay \$100,000 to the Services Authority over two years to offset this impact. A copy of the agreement is attached.

PRIOR ACTION(S): The Member Use Agreement establishing the Region 2000 Services Authority was adopted in May 2007.

FISCAL IMPACT: It is anticipated that the financial impact on the City of Lynchburg will be negligible, if any. The overall annual budget of the Authority is approximately \$7 million and the Town of Bedford has accounted for about 2% of the total tonnage.

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Resolution, Withdrawal Agreement

REVIEWED BY: lkp



## RESOLUTION

**WHEREAS,** The City of Lynchburg is a member of the Region 2000 Services Authority (the “Authority”), which operates the regional landfill in Campbell County for Campbell County, Nelson County, Appomattox County, the City of Lynchburg and the City of Bedford; and

**WHEREAS,** the City of Bedford has agreed with Bedford County that the City of Bedford will revert to a town effective July 1, 2013, at which point Bedford County will allow the Town of Bedford to use the Bedford County landfill at no charge; and

**WHEREAS,** the City of Bedford has requested that the Region 2000 Services Authority and the other member jurisdictions allow the Town of Bedford to withdraw from the Authority effective July 1, 2013 or at such time as the last member jurisdiction and the State Corporation approve such withdrawal in return for the Town of Bedford making a payment of \$50,000 to the Authority in FY 14 and another payment of \$50,000 to the Authority in FY 15 to offset the costs to the remaining jurisdictions associated with the withdrawal.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Lynchburg, Virginia , following a public hearing as required by Sections 15.2-5104 and 5112 of the Code of Virginia, that the City of Lynchburg authorizes the withdrawal of the Town of Bedford from the Region 2000 Services Authority, and authorizes the City Manager to execute an Agreement to that effect as presented with this Resolution, subject to approval of the Agreement as to form by the City Attorney.

Adopted:

Certified:

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

112K

## **AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 among the **REGION 2000 SERVICES AUTHORITY** (the “Authority”); **THE COUNTY OF APPOMATTOX, VIRGINIA** (“Appomattox County”); **CAMPBELL COUNTY, VIRGINIA** (“Campbell County”); **NELSON COUNTY, VIRGINIA** (“Nelson County”); **THE TOWN OF BEDFORD, VIRGINIA** (“Town of Bedford”) and **THE CITY OF LYNCHBURG, VIRGINIA** (“the City of Lynchburg”), collectively the “Member Jurisdictions.”

**WHEREAS**, the Member Jurisdictions formed the Region 2000 Services Authority by entering into a Member Use Agreement dated January 31, 2008, which was amended on June 20, 2008, the purpose of which was to operate a regional landfill for the Member Jurisdictions pursuant to Section 15.2-5100 et. seq. of the Code of Virginia; and

**WHEREAS**, Section 15.2-5112 of the Code of Virginia states that any locality may withdraw from a regional authority upon unanimous consent of the remaining members of the authority following a public hearing; and

**WHEREAS**, Bedford City has requested that it (and/or the Town of Bedford) be allowed to withdraw as a member of the Authority due to the fact that as of July 1, 2013 it is reverting to town status, and the agreement between Bedford County is that Bedford City is that the Town of Bedford will be allowed to use the Bedford County landfill, since the residents of the Town will be paying County taxes; and

**WHEREAS**, Bedford City/Town has proposed to the remaining Member Jurisdictions and the Authority to make a payment to the Authority to offset a portion of the income that the Authority will lose due to the Town of Bedford no longer being a member of the Authority, which proposal has been accepted by the Authority, which recommends that the Member Jurisdictions accept the proposal.

**NOW THEREFORE**, for the consideration stated herein, the parties agree as follows:

### **1. Withdrawal of Bedford City/Town of Bedford.**

The parties agree that the Town of Bedford shall no longer be a member of the Region 2000 Services Authority after July 1, 2013 or the date on which the final Member Jurisdiction approves this Agreement and the State Corporation Commission approves the withdrawal, whichever is later.

### **2. Payment by Bedford City/Town of Bedford.**

In return for allowing the Town of Bedford to withdraw as a member of the Authority, the Town of Bedford agrees to make a payment to the Authority of \$50,000 per year for two years, for a total payment of \$100,000. The first payment shall be made by September 1, 2013, and the second payment by September 1, 2014.

### 3. Effect of Withdrawal.

Other than the payment provided in Section 2, following the date of withdrawal the Town of Bedford shall have no obligation under the Member Use Agreement, with the exception that the Town of Bedford will continue to be responsible for the closure and post-closure costs, as well as financial assurance to the Virginia Department of Environmental Quality, for the portion of municipal solid waste that the City of Bedford has deposited in the Authority's landfills.

**WHEREFORE**, the parties evidence their intent to be bound by their duly authorized signatures below.

#### **REGION 2000 SERVICES AUTHORITY**

**By:** \_\_\_\_\_

Approved as to form:

---

City Attorney

#### **CITY OF LYNCHBURG**

**By:** \_\_\_\_\_

Approved as to form:

---

City Attorney



**COUNTY OF NELSON**

**By:** \_\_\_\_\_

Approved as to form:

---

County Attorney

**COUNTY OF APPOMATTOX**

**By:** \_\_\_\_\_

Approved as to form:

---

County Attorney

**COUNTY OF AMHERST**

**By:** \_\_\_\_\_

Approved as to form:

---

County Attorney

**COUNTY OF CAMPBELL**

**By:** \_\_\_\_\_

Approved as to form:

---

County Attorney

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 14, 2010**

AGENDA ITEM NO.: 12

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

**ITEM TITLE: Lease of City Property at 409 and 459 Perrymont Avenue to Milestone Communications for the Operation of a Telecommunications Monopole**

**RECOMMENDATION:** After a public hearing, adopt an ordinance to lease property at 409 and 459 Perrymont Avenue to Milestone Communications Management III, Inc.

**SUMMARY:** Milestone Communications desires to lease property behind Perrymont Elementary School from the City for the erection, operation and maintenance of a telecommunications monopole under the terms of the Franchise Agreement between the City and Milestone.

A copy of the form lease agreement is attached.

**PRIOR ACTION(S):** August 13, 2013, City Council approved a CUP for the erection of the monopole on the site.

**FISCAL IMPACT:** The City will receive a site fee of \$25,000 and 40% of the gross revenue, but not less than \$1000 per month, for the monopole.

**CONTACT(S):** Kimball Payne, 455-3990; Walter Erwin, 455-3973

**ATTACHMENT(S):** Ordinance; Lease Agreement

**REVIEWED BY:** lkp



**AN UNCODIFIED ORDINANCE GRANTING A LEASE TO MILESTONE COMMUNICATIONS MANAGEMENT III, INC., ALLOWING THE INSTALLATION OF A TELECOMMUNICATION MONOPOLE AND ASSOCIATED FACILITIES AT 409 AND 459 PERRYMONT AVENUE**

BE IT RESOLVED that the Lynchburg City Council hereby approves a lease agreement between the City of Lynchburg and Milestone Communications Management III, Inc., for the lease of City owned property at 409 and 459 Perryment Avenue. The property will be used for the installation, maintenance, and operation of a telecommunication monopole and associated facilities as provided in the September 10, 2013, Franchise Agreement between the City and Milestone; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the lease agreement and any other documents embodying the terms approved herein on behalf of the City.

Adopted:

Certified:

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

122K

## Form of Lease Agreement

SITE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS LEASE AGREEMENT (hereinafter, the "Lease"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the "City," and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Milestone," [and LYNCHBURG CITY SCHOOLS (herein referred to as the "School") as applicable] recites and provides as follows:

### RECITALS

1. City is the owner of the parcel of improved real estate located in Lynchburg, Virginia known as City of Lynchburg Tax Map Parcel \_\_\_\_\_ and described in Exhibit A attached hereto and incorporated herein by reference (the "Site"). The Site is presently operated by City as a \_\_\_\_\_. [Insert as applicable: The Site is leased by the School and the School joins this Lease to evidence the School's consent to this Lease. Is it agreed that where consent or notice is required under this Lease by Milestone, Milestone will obtain consent and provide notice to both the City and the School, Milestone will include the School on any insurance policies required by this Lease and Milestone shall avoid any adverse impacts on the activities of the School as well as the City.]

2. City and Milestone are parties to that certain City-wide Lease dated \_\_\_\_\_ (the "Master Franchise") pursuant to which the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 relating to the lease of this Site were satisfied.

3. Milestone is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Lease and all agreements entered into or delivered in connection with or as contemplated hereby.

4. Milestone intends to construct a free-standing monopole satisfying the requirements of this Lease and all applicable laws (the "Monopole"), and to lease from City land on which Milestone intends to construct an equipment compound of approximately \_\_\_\_ thousand \_\_\_\_ hundred and \_\_\_\_ (\_\_\_\_) square feet for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Site (the "Compound"). Milestone intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in

compliance with the terms hereof. Such Carriers may install antennas on the Monopole and construct equipment platforms (each, an “Equipment Platform”) to support their communications equipment within the Compound (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the “Base Station” or “Facilities”).

5. The parties now desire to set forth the terms pursuant to which City shall lease a portion of the Site to Milestone for the purposes just described.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## **1. LEASE AGREEMENT:**

a. Subject to and in accordance with the provisions of this Lease, City hereby leases to Milestone and Milestone hereby leases from City that space within the Site comprising \_\_\_\_ thousand \_\_\_\_ hundred and \_\_\_\_ (\_\_\_\_) square foot parcel of ground and designated on Exhibit A-1 as the “Lease Area” (the “Lease Area”) all as shown and described in Exhibit A-1 attached hereto, which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the “Leased Premises.” Subject to and in accordance with the provisions of this Lease, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain a telecommunication Monopole and ground telecommunications equipment on the Site, and to lease space on the Monopole and the Leased Premises to Carriers.

b. Except for those portions of the Leased Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the “Exclusive Leased Premises”), the Leased Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City’s risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole (if any). Milestone and Carriers shall erect no signs on the Site except on the Exclusive Leased Premises or with the City’s prior express permission in writing. This Lease grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. City and Milestone



acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties current intent with respect thereto, however the final location may be subject to modification (by agreement of the City Manager and an authorized agent of Milestone) based upon the Milestone's governmental approval process. Milestone and City therefore each covenant and agree, subject to each party's approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibit A-1. **Milestone hereby accepts the Leased Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Lease.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of this Lease, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Leased Premises shall, at the option of City, vest in City after the termination or expiration of this Lease, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

## **2. EASEMENTS SERVING LEASED PREMISES:**

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopole and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Lease (such easements collectively, the "Appurtenant Easements). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, as shown on Exhibit B (Easements) and identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Milestone's construction described

in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way ten feet (10') in width, as shown on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10') in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Leased Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Easements) hereof and described as the "20'-0" Wide Access Easement", or such other right-of-way of similar width as may be designated by City to provide such access to the Leased Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone's expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

d. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease without the need for further act of any party. Notwithstanding

the foregoing, if requested by City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

### **3. USE OF LEASED PREMISES:**

a. Milestone shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Milestone acknowledges the absolute primacy of the City's use of the Site as a \_\_\_\_\_, and that Milestone's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Site or the City's and the School System's, if applicable, use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City and the School System, if applicable, may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Site or the City's or the School System's, if applicable, use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Leased Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

c. The City [if applicable: and the School System], shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole (which lease shall include a ground location for the City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto) at locations on the ground and on the Monopole mutually agreed upon by the City and Milestone,



provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole at a height/location mutually agreed upon the City and Milestone that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's [if applicable: and School System's] antennas, facilities, shelters, platforms and any other equipment to be installed by the City [and the School System] is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

#### **4. TERM:**

a. This Lease shall be effective for a term of thirty (30) years beginning on \_\_\_\_\_, 2013 ("Commencement date"), and ending on \_\_\_\_\_, 2043, unless sooner terminated or extended pursuant to the provisions of this Lease. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, this Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, this Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate this Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate this Lease with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate this Lease with sixty (60) days prior notice to City if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of this Lease, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by

reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Leased Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Leased Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Milestone and/or the Carriers, as applicable.

## **5. RENT & ACCESS FEE:**

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Milestone shall pay to the City, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Monthly Gross Rental Revenues" shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Leased Premises or the Base Station. All rental payments shall be made by check payable to City at the City's Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from

time to time provide. In no event will Milestone's payment to City under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Lease to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for the Site or (ii) Milestone commences construction-related work on the Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) ("Site Fee"). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopole and Base Station from the Site at the end of the term of this Lease in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Site or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Site. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure



by Milestone to remove Milestone's Facilities from the Site in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty (30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

**6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:**

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the improvements on the Leased Premises.

c. Milestone shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Leased Premises and the Base Station free of debris at all times. Milestone agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Milestone shall maintain the Leased Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Milestone shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopole, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopole.

g. Milestone is responsible for constructing and maintaining any access driveway or road that may be needed to provide access to its facilities and the Base Station. Any driveways and roadways installed on City or private property shall be installed according to City standards and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

## **7. CONSTRUCTION BY MILESTONE:**

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Milestone will remove the discarded light standard from the Site and deliver it where directed by City. Milestone shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as City and Milestone shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x \_\_\_' \_\_\_" wide x \_\_\_' \_\_\_" deep.

iii. At the request of City and the School System, if applicable, at the commencement of the term of this Lease, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's and the School System's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and

telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease or this Lease.

c. Milestone shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Site. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Station, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"),



the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Station as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Site pursuant to this Lease, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Station or the Monopole within the Leased Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

## **8. OPERATION OF BASE STATION:**

a. Milestone and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA

(including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Site from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Station, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Station. In the event that the operation of any of the Base Station violates any of the terms or conditions of this Lease, Milestone agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Milestone further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

## **9. PERMITS AND SITE SPECIFICATIONS:**

It is understood and agreed by the parties that Milestone's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Leased Premises as set forth in this Lease. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Leased Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate this Lease for the Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue

after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Leased Premises in accordance with Section 4b.

#### **10. INDEMNIFICATION:**

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Lease; (b) any misrepresentation by Milestone contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Milestone or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

#### **11. BOOKS AND RECORDS**

To the extent necessary to determine Milestone's compliance with this Lease or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Lease. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

#### **12. INTERFERENCE:**

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Lease (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other



governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

### **13. EVENT OF DEFAULT:**

- a. Each of the following shall be an event of default by Milestone under this Lease:
  - i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) business days after City gives written notice of non-payment;
  - ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;
  - iii. If Milestone abandons the Leased Premises as a whole or abandons the Site for a period of more than twelve (12) consecutive months; and
  - iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.
  - v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or

judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within the Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Lease by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Lease or to obtain possession after termination of this Lease or this Lease, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Lease. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Lease, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

#### **14. INSURANCE REQUIREMENTS:**

a. All property of the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not

have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Lease shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the



insurance coverage provided herein.

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

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

## **15. HAZARDOUS MATERIALS:**

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Leased Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Milestone shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Leased Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Lease. Milestone will give City access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Leased Premises. City covenants not to bring onto the Leased Premises any Hazardous Materials.

#### **16. NO PARTNERSHIP:**

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

#### **17. NOTICES:**

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

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

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with a copy, which will not constitute  
notice to:

Public Works Department  
17000 Memorial Avenue  
Lynchburg, VA 24501  
Attn: Director of Public Works

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and to Milestone as follows:

Milestone Communications  
12110 Sunset Hills Road, Suite 100  
Reston, Virginia 20190  
Attn: Leonard Forkas, Jr.

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with a copy, which will not constitute  
notice to:

Cooley LLP  
11951 Freedom Drive  
Reston, Virginia 20190  
Attn: John G. Lavoie, Esquire

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and to the Lynchburg School System if  
applicable:

Lynchburg City Schools  
915 Court Street  
P. O. Box 2497  
Lynchburg, VA 24504  
Attn: Superintendent

with a copy, which will not constitute  
notice to:

Lynchburg City Schools  
915 Court Street  
P. O. Box 2497  
Lynchburg, VA 24505  
Attn: Assistant Superintendent for  
Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving  
written notice as herein required.

## **18. ASSIGNMENT OR SUBLETTING; FINANCING:**

a. Milestone may assign this Lease, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Lease and such entity shall be fully bound by the all of the terms and conditions of this Lease. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and



assumption of all of Milestone's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopole or in the Compound without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Lease and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, lease or other occupancy agreement with respect to the Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new this Lease with City in accordance with the terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the

generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Lease to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Lease and the secured party shall be a "Mortgagee" for purposes of this Lease

#### **19. ACCESS AND INSPECTIONS:**

City shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Lease or this Lease. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Station, for the purpose of inspecting the Leased Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

#### **20. QUIET ENJOYMENT:**

Milestone shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

#### **21. DAMAGE AND DESTRUCTION:**

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Leased Premises or the Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

## **22. CONDEMNATION:**

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for the Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of the Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Lease are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Leased Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

## **23. SALE OF SITE:**

Any sale by City of all or part of the Leased Premises to a purchaser other than Milestone shall be under and subject to this Lease and Milestone's right hereunder. City shall be released from its obligations under this Lease in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

## **24. GOVERNING LAW:**

The execution, performance and enforcement of this Lease shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action



or proceeding with respect to this Lease or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

**25. MISCELLANEOUS:**

This Lease plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease. The headings contained in this Lease are to facilitate reference only, do not form a part of this Lease, and shall not in any way affect the construction or interpretation hereof. Terms such as “hereby,” “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Lease as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Lease is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

**26. BINDING EFFECT:**

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**27. CITY’S RIGHT TO PERFORM:**

If Milestone fails to perform any obligations under this Lease beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

**28. HOLDING OVER:**

If Milestone remains in possession of the Leased Premises after the end of this Lease, Milestone will occupy the Leased Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Lease and the Lease Agreement in effect on the last day of the term.

## **29. ESTOPPEL CERTIFICATES:**

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Leased Premises;
- e. (if from Milestone) that Less has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

## **30. NO WAIVER:**

No waiver of any condition or agreement in this Lease by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Lease unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

## **31. AUTHORITY:**

Each of the persons executing this Lease on behalf of Milestone warrants to City that Milestone is a duly organized and existing corporation under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to

enter into this Lease, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Lease on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Lease; and that all action required to authorize City and such person to enter into this Lease has been duly taken.

**32. LIMITED LIABILITY:**

Milestone's sole recourse against City, and any successor to the interest of City in the Leased Premises, is to the interest of City, and any successor, in the Leased Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

**33. RECORDATION:**

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached hereto as Exhibit D).

**IN WITNESS WHEREOF**, the parties hereto executed this Lease in two parts on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

CITY:

CITY OF LYNCHBURG

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

Name: L. Kimball Payne

Its: City Manager

Date: \_\_\_\_\_

MILESTONE:

MILESTONE COMMUNICATIONS

MANAGEMENT III, INC., a Delaware corporation

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

Name: Leonard Forkas, Jr.

Its: President

Date: \_\_\_\_\_



**EXHIBIT A**  
**to the Form Lease Agreement**  
**Description/Depiction of the Monopole and Leased Premises**  
**[Attached]**

**EXHIBIT B**  
**to the Form Lease Agreement**  
**Description/Depiction of the Appurtenant Easements**  
**[Attached]**

**EXHIBIT C**  
**to the Form Lease Agreement**  
**Hazardous Materials**

**EXHIBIT D**  
**to the Form Lease Agreement**  
**Form Memorandum of Lease**  
**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Milestone Communications Management III, Inc., a Delaware corporation (“Milestone”), and the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia hereinafter (“City”).

**RECITALS:**

A. City and Milestone are parties to a Lease Agreement, dated \_\_\_\_\_, 20\_\_ (the “Lease”), pursuant to which City has leased to Milestone certain real property in Lynchburg, Virginia described in Exhibit “A” attached hereto.

B. City and Milestone wish to enter into this Memorandum of Lease.

**NOW, THEREFORE**, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Milestone hereby agree as follows:

1. The name of the City under the Lease is City of Lynchburg.
2. The name of the Milestone under the Lease is Milestone Communications Management III, Inc.
3. The address of City, as stated in the Lease, is City of Lynchburg, 900 Church Street, Lynchburg, VA, 24504, Attn: \_\_\_\_\_. The address of Milestone, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.
4. The leased premises, as described in the Lease, consists of a portion of the property owned by the City located at \_\_\_\_\_, Virginia \_\_\_\_\_, and known as \_\_\_\_\_ and as more particularly described on the attached Exhibit A.
5. The term of the Lease is thirty (30) years. The date of commencement of the term of the Lease was \_\_\_\_\_, 20\_\_, and the date of termination of the term of the Lease is thirty (30) years thereafter, subject to any applicable renewal period.
6. Accordingly, the latest date to which the term of the Lease may be extended is \_\_\_\_\_.

*(Signatures on the following 2 pages)*







**Exhibit A to  
Memorandum of Lease**

(Legal Description)

569512 v1/RE

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: 13

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Milestone Communications Franchise Agreement**

RECOMMENDATION: Adopt an ordinance granting a franchise to Milestone Communications Management III, Inc. for the erection, operation and maintenance of telecommunication monopoles and ground telecommunications equipment on various City-owned properties throughout the City.

SUMMARY: Milestone Communications and the City have negotiated a franchise agreement for the lease of City property on which Milestone will erect a telecommunications monopole (cell tower). The attached franchise agreement is a blanket agreement which will cover any potential site in the City. Individual sites, once identified and taken through the appropriate approval process, will be subject to individual leases approved by City Council after a public hearing.

At 4:00 p.m., at the beginning of Council's work session, Council will receive proposals, if any, from any other parties interested in a similar franchise agreement. Such proposals, if any, will be reviewed and the above recommendation confirmed or modified, as appropriate.

PRIOR ACTION(S): This matter was originally taken to the Physical Development Committee in 2012 to introduce the concept. PDC took no action on the matter.

FISCAL IMPACT: The City will receive a site fee of \$25,000 and 40% of the gross revenue, but not less than \$1000 per month, for each monopole.

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

ATTACHMENT(S): Ordinance; Franchise Agreement

REVIEWED BY: lkp



AN UNCODIFIED ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO MILESTONE COMMUNICATIONS MANAGEMENT III, INC., d/b/a MILESTONE, TO INSTALL, OPERATE, AND MAINTAIN TELECOMMUNICATION MONOPOLES AND GROUND TELECOMMUNICATIONS EQUIPMENT ON VARIOUS CITY-OWNED PROPERTIES.

WHEREAS, pursuant to provisions of Article VII, Section 7 of the Virginia Constitution, 1971, as amended, and Chapter 21 of Title 15.2 of the Code of Virginia, 1950, as amended, no one may construct, install, maintain or operate any facilities through, on, over, or under the public rights-of-way or acquire any right to use public property in a manner not permitted to the general public without first having applied for and been granted a franchise by the City; and

WHEREAS, Milestone has requested that the City grant it a nonexclusive franchise that would allow Milestone to install, operate, and maintain telecommunication monopoles and ground telecommunications equipment on various City-owned properties throughout the City, and to license space on the telecommunication monopoles and the ground telecommunications equipment to telecommunications providers; and

WHEREAS, the City and the City and Milestone negotiated a Franchise Agreement, a copy of which is attached hereto, and by this reference made a part hereof; and

WHEREAS, a notice advising that the City proposed to grant a Franchise Agreement to Milestone and inviting bids for the proposed Franchise was advertised once a week for two successive weeks in a newspaper having general circulation in the City of Lynchburg; and

WHEREAS, at a regularly scheduled public work session that was held on September 10, 2013, the City Council received a bid from Milestone for the grant of a Franchise Agreement; and

NOW, THEREFORE, BE IT ORDAINED, that the Lynchburg City Council, does hereby find that the public welfare will be enhanced by the grant of the Franchise Agreement requested by Milestone and it is in the interest of the City to grant Milestone a nonexclusive Franchise allowing Milestone to install, operate, and maintain telecommunication monopoles and ground telecommunications equipment on various City-owned properties throughout the City, and to license space on the telecommunication monopoles and the ground telecommunications equipment to telecommunications providers in accordance with the terms of the proposed Franchise Agreement between the City and Milestone; and it is

FURTHER ORDAINED that Lynchburg City Manager is hereby authorized to sign such Franchise Agreement and any other documents embodying the terms approved herein on behalf of the City; and it is

FURTHER ORDAINED that such Franchise shall be effective upon its award and shall extend for a term of forty (40) years beginning on September 10, 2013.

Adopted:

Certified:

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

**AN UNCODIFIED ORDINANCE GRANTING A TELECOMMUNICATION TOWER FRANCHISE TO MILESTONE COMMUNICATIONS MANAGEMENT III, INC., TO PERMIT THE USE OF CERTAIN PROPERTY OF THE CITY OF LYNCHBURG, VIRGINIA FOR MONOPOLES AND ASSOCIATED FACILITIES**

THIS FRANCHISE AGREEMENT (hereinafter, the “Agreement” or “Franchise Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the “City,” and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as “Milestone,” recites and provides as follows:

**RECITALS**

1. Subject to the provisions, conditions and restrictions hereinafter set forth, Milestone, and its successors, is hereby granted the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain telecommunication monopoles (each a “Monopole”) and ground telecommunications equipment on designated City-owned properties throughout the City (each a “Site”), and to lease space on the telecommunication monopoles and the ground telecommunications equipment to telecommunications providers or other wireless communications providers.

2. Milestone is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Franchise Agreement and all agreements entered into or delivered in connection with or as contemplated hereby.

3. Milestone intends to construct free-standing Monopoles satisfying the requirements of this Franchise Agreement and all applicable laws, on designated Sites throughout the City of Lynchburg, and to construct equipment compounds adjacent to the Monopoles for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Sites (the “Compounds” and each individually, a “Compound”). Milestone intends to lease space on the Monopoles and in the Compounds to telecommunications or other wireless communications providers (the “Carriers” and each individually, a “Carrier”) in compliance with the terms hereof. Such Carriers may install antennas on the Monopoles and construct equipment platforms (each, an “Equipment Platform”) to support their communications equipment within the Compounds (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the “Base Station” or “Facilities”).

4. Some of the Sites owned by the City have been leased to the Lynchburg School Board for use as school facilities. In situations in which a Monopole is to be located on Site that is used by the Lynchburg School Board the term “City” as used in this Franchise Agreement shall include the Lynchburg City Schools as well as the City of Lynchburg. For example, when conducting a site assessment under paragraph 5.1 on property used by the School Board,

Milestone must obtain the prior consent of both the City and the School System; when seeking approval of its plans to install a Monopole on property used by the School System under Section 7. Construction, Milestone must obtain the consent of both the City and the School System; when a telecommunication monopole is to be installed on property used by the School System, the insurance required by Section 10. Indemnification and Section 14. Insurance, shall name both the City and the School System as an additional insured; when Milestone proposes to install a Monopole on property that is used by the School System under Section 8. Operation of Base Station, copies of any documents that are to be provided to the City under this Franchise Agreement must also be provided to the School System; and as provided in Section 12. Interference, the construction, maintenance and operation of the Monopole shall avoid any adverse impacts on the activities of the Lynchburg City Schools as well as the City; and so forth.

5. The parties now desire to set forth the terms of this Franchise Agreement pursuant to which City shall make designated Sites available to Milestone for the purposes just described. This Franchise Agreement is intended to satisfy the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 and therefore shall only be awarded after advertisement and receipt of bids.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## **1. FRANCHISE AGREEMENT:**

a. Subject to and in accordance with the provisions of this Franchise Agreement, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain telecommunication Monopoles and ground telecommunications equipment on designated City-owned properties throughout the City, and to lease space on the Monopoles and the ground telecommunications equipment to telecommunications providers or other wireless communications providers, the sites on which such telecommunication Monopoles and ground telecommunications equipment are to be installed shall be referred to collectively as the “Franchised Premises.” The City and Milestone acknowledge that the exact locations of the specific Sites on which the Monopoles and ground telecommunications equipment are to be installed have not yet been identified. After the award of this City-wide franchise, the City Manager will enter into site-specific Lease Agreements with Milestone for the installation, operation and maintenance of telecommunications equipment and facilities at various locations within the City, which Lease Agreements shall be in form attached hereto as Exhibit A.

b. Except for those portions of the Franchised Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the “Exclusive Franchised Premises”), the Franchised Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Franchised Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Franchised Premises in accordance with the terms hereof. City shall also have free

and full access to the Monopole (at City's risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole (if any). Milestone and Carriers shall erect no signs on the Sites except on the Exclusive Franchised Premises or with the City's prior express permission in writing. This Franchise Agreement grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Franchised Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Franchised Premises. **Milestone hereby accepts the Franchised Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Franchise Agreement.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding each Site and the Franchised Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Franchised Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Franchise Agreement (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of the Lease Agreement applicable to a specific Site, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Franchised Premises shall, at the option of City, vest in City after the termination or expiration of such Lease Agreement, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

## **2. EASEMENTS SERVING FRANCHISED PREMISES:**

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopoles and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Franchise Agreement or the Lease Agreements (such easements collectively, the "Appurtenant Easements"). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise



transferred in whole or in part separately from the leasehold granted under this Franchise Agreement, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, identified as the “Temporary Construction Easement”, for construction and installation of the Base Station upon the Franchised Premises. Such temporary construction easement shall terminate upon the completion of Milestone’s construction described in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way ten feet (10’) in width, and described as the “10’-0” Wide Power and Telco Easement,” or such other right-of-way of similar dimensions as City may designate during the term of this Franchise Agreement, to construct, erect, install, operate and maintain underground communication cables from the Franchised Premises, over, across and through that portion of the designated Sites.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10’) in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Franchised Sites and described as the “10’-0” Wide Power and Telco Easement,” or such other right-of-way of similar dimensions as City may designate during the term of this Franchise Agreement, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Franchise Agreement for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20’) in width for ingress to and egress from the Franchised Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site described as the “20’-0” Wide Access Easement”, or such other right-of-way of similar width as may be designated by City to provide such access to the Franchised Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone’s expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of

Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Franchise Agreement without the need for further act of any party. Notwithstanding the foregoing, if requested by City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

### **3. USE OF FRANCHISED PREMISES:**

a. Milestone shall use the Franchised Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Franchised Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Franchise Agreement, Milestone acknowledges the absolute primacy of the City's use of the Sites for the purpose set out in Recital 1. of this Franchise Agreement, and that Milestone's rights under this Franchise Agreement (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Sites. Accordingly, in exercising their rights under this Franchise Agreement, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Sites or the City's and the School System's, if applicable, use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Sites (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Franchise Agreement, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City and the School System, if applicable, may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Sites or the City's or the School System's, if applicable, use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Franchised Premises or the Sites caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Franchised Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Franchised Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Franchised Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the

Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Sites prior to accessing the Franchised Premises and, in all cases, follow all procedures required by Site personnel.

c. The City and the School System, if the Monopole is located on a Site that is used by the School System, shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole on each Site (which lease shall include a ground location for the City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's and School System's antennas, facilities, shelters, platforms and any other equipment to be installed by the City and the School System is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

#### **4. TERM:**

a. This Franchise Agreement shall be effective for a term of forty (40) years beginning on \_\_\_\_\_, 2013, and ending on \_\_\_\_\_, 2053, unless sooner terminated or extended pursuant to the provisions of this Franchise Agreement. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, the lease for that particular Site may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, the lease for that particular Site may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate a Lease Agreement for a specific Site due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate a Lease Agreement for a specific Site with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City

in accordance with the terms hereof, be resolved. In addition, Milestone may terminate a Lease Agreement for a specific Site with sixty (60) days prior notice to City if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of a Lease Agreement for a specific Site, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of this Franchise Agreement, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Franchised Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Franchise Agreement, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Franchised Premises and the Site or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Franchised Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of a Lease Agreement for a specific Site be deemed the personal property of Milestone and/or the Carriers, as applicable.

## **5. RENT & ACCESS FEE:**

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of a Lease Agreement for a specific Site, Milestone shall pay to the City, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Franchised Premises, an amount equal to



forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term “Monthly Gross Rental Revenues” shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Franchised Premises or the Base Station. All rental payments shall be made by check payable to City at the City’s Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone’s payment to City under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Franchise Agreement to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for a particular Site or (ii) Milestone commences construction-related work on such Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (“Site Fee”). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the tower within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone’s receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopoles and Base Stations from the Sites at the end of the term of this Franchise Agreement in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Sites or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Sites. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Sites in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty (30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

## **6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:**

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Franchised Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Stations or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Franchised Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the Franchised improvements on the Franchised Premises.

c. Milestone shall at all times during the term of a Lease Agreement for a specific Site, at its own expense, maintain the Base Stations and the Franchised Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Franchised Premises and the Base Stations free of debris at all times. Milestone agrees that it will inspect the Franchised Premises and the Base Stations no less frequently than once every three months.

d. Milestone shall maintain the Franchised Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Stations, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Stations.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopoles at all times in reasonably good order, condition and repair, and in compliance with

all applicable laws, ordinances and rules. Milestone shall cause the Monopoles to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopoles, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopoles.

g. Milestone is responsible for constructing and maintaining any access driveways or roads that may be needed to provide access to its facilities. Any driveways and roadways installed on City or private property shall be installed according to City standards and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

## **7. CONSTRUCTION BY MILESTONE:**

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Stations. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Milestone will remove the discarded light standard from the Site and deliver it where directed by City. Milestone shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as City and Milestone shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x \_\_\_' \_\_\_" wide x \_\_\_' \_\_\_" deep.

iii. At the request of City and the School System, if applicable, at the commencement of the term of a Lease Agreement for a specific Site, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's and the School System's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compounds or any other portion of the Base Stations.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Franchise Agreement or a Lease Agreement for a specific Site.

c. Milestone shall cause construction of the Base Stations (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Stations is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Sites. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.



d. The Base Stations, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Stations by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Stations. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Stations as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Sites or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Franchise Agreement, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Sites pursuant to this Franchise Agreement, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Sites are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Stations and/or the Franchised Premises or any portion thereof. In addition, in the event a Base Station is to be constructed near any existing structure or structures on a Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Stations or the Monopoles within the Franchised Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

## **8. OPERATION OF BASE STATION:**

a. Milestone and the Carriers shall operate the Base Stations in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Sites from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Stations, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Stations. In the event that the operation of any of the Base Stations violates any of the terms or conditions of this Franchise Agreement, Milestone agrees to suspend operation of such Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Franchise Agreement. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Franchised Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Franchised Premises or which may impact the Sites. Milestone further agrees and covenants that the Base Stations, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Sites or the Franchised Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Sites or the Franchised Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Sites or the Franchised Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

## **9. PERMITS AND SITE SPECIFICATIONS:**

It is understood and agreed by the parties that Milestone's ability to use the Franchised Premises is contingent upon its obtaining after execution of a Lease Agreement for a specific Site, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Franchised Premises as set forth in this Franchise

Agreement. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Franchised Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate the lease for that particular Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Franchised Premises in accordance with Section 4b.

#### **10. INDEMNIFICATION:**

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Franchise Agreement; (b) any misrepresentation by Milestone contained in this Franchise Agreement and/or any breach of any warranty contained in this Franchise Agreement; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Stations or any other equipment, or any other activities of Milestone or any Carrier on the Sites or the Franchised Premises of any kind or nature, (ii) the condition of the Base Stations or the Franchised Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Franchised Premises, the Sites, the Base Stations, or any equipment or antennas contained therein or on the Monopole or the Franchised Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Sites and the Franchised Premises whether prior to the Commencement Date or after the termination of this Franchise Agreement. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

#### **11. BOOKS AND RECORDS**

To the extent necessary to determine Milestone's compliance with this Franchise Agreement or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable

Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Franchise Agreement. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

## **12. INTERFERENCE:**

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Franchise Agreement (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

## **13. EVENT OF DEFAULT:**

a. Each of the following shall be an event of default by Milestone under this Franchise Agreement:

i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable under a Lease Agreement for a specific Site, and is not paid within five (5) business days after City gives written notice of non-payment;

ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Franchise Agreement and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;



iii. If Milestone abandons the Franchised Premises as a whole or abandons any Site for a period of more than twelve (12) consecutive months; and

iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Franchise Agreement upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within a Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Franchise Agreement by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Franchise Agreement or to obtain possession after termination of this Franchise Agreement or a Lease Agreement for a specific Site, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Franchise Agreement. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Franchise Agreement, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

#### **14. INSURANCE REQUIREMENTS:**

a. All property of the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Franchised Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Franchised Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Franchised Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Stations. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Franchised Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Stations, and the ownership, use, occupancy or maintenance of the Franchised Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Agreement shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of

subrogation rights endorsements to all policies of insurance carried in connection with the Franchised Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

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

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

## **15. HAZARDOUS MATERIALS:**

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Franchised Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Franchised Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Franchise Agreement, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached as an exhibit to each

Lease Agreement. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Franchised Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Franchise Agreement.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Franchised Premises or compliance with environmental laws. Milestone shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Franchised Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Franchised Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Franchised Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Franchise Agreement. Milestone will give City access to the Franchised Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Franchise Agreement will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Franchised Premises. City covenants not to bring onto the Franchised Premises any Hazardous Materials.



**16. NO PARTNERSHIP:**

Nothing contained in this Franchise Agreement shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

**17. NOTICES:**

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

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

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with a copy, which will not constitute notice to:

Public Works Department  
17000 Memorial Avenue  
Lynchburg, VA 24501  
Attn: Director of Public Works

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and to Milestone as follows:

Milestone Communications  
12110 Sunset Hills Road, Suite 100  
Reston, Virginia 20190  
Attn: Leonard Forkas, Jr.

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with a copy, which will not constitute notice to:

Cooley LLP  
11951 Freedom Drive  
Reston, Virginia 20190  
Attn: John G. Lavoie, Esquire

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and to the Lynchburg School System if applicable:

Lynchburg City Schools  
915 Court Street  
P. O. Box 2497  
Lynchburg, VA 24504  
Attn: Superintendent

with a copy, which will not constitute notice to:

Lynchburg City Schools  
915 Court Street  
P. O. Box 2497  
Lynchburg, VA 24505  
Attn: Assistant Superintendent for Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

## **18. ASSIGNMENT OR SUBLETTING; FINANCING:**

a. Milestone may assign this Franchise Agreement, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Agreement and such entity shall be fully bound by the all of the terms and conditions of this Agreement. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopoles or within the Compounds to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopoles or in the Compounds without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Franchise Agreement and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any Franchise Agreement, sublease, lease or other occupancy agreement with respect to any Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of a Lease Agreement for a specific Site shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new a Lease Agreement for a specific Site with City in accordance with the

terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Franchise Agreement. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Franchise Agreement to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Franchise Agreement and the secured party shall be a "Mortgagee" for purposes of this Franchise Agreement

## **19. ACCESS AND INSPECTIONS:**

City shall have full access to the Franchised Premises and the Base Stations for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Franchise Agreement or a Lease Agreement for a specific Site. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Franchised Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Stations, for the purpose of inspecting the Franchised Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compounds or in the Franchised Premises.

## **20. QUIET ENJOYMENT:**

Milestone shall be entitled to use and occupy the Franchised Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the

Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

## **21. DAMAGE AND DESTRUCTION:**

a. If the Franchised Premises or a Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Franchised Premises or a Base Station causes damage to portions of a Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Franchised Premises or a Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If a Lease Agreement for a specific Site is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Franchised Premises to the condition stated in such section.

## **22. CONDEMNATION:**

If all or any part of a specific Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, the Lease Agreement for that specific site may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for such Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of a Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Franchised Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Franchise Agreement are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Franchised Premises as remains to a condition substantially suitable for the purposes for which it was used immediately



before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Franchised Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

### **23. SALE OF SITE:**

Any sale by City of all or part of the Franchised Premises to a purchaser other than Milestone shall be under and subject to this Franchise Agreement and Milestone's right hereunder. City shall be released from its obligations under this Franchise Agreement in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

### **24. GOVERNING LAW:**

The execution, performance and enforcement of this Franchise Agreement shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

### **25. MISCELLANEOUS:**

This Franchise Agreement plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Franchise Agreement. The invalidation of any one of the terms or provisions of this Franchise Agreement by judgment or court order shall in no way affect any of the other terms of this Franchise Agreement which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Franchise Agreement. Time is of the essence with respect to each provision of this Franchise Agreement. The headings contained in this Franchise Agreement are to facilitate reference only, do not form a part of this Franchise Agreement, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Franchise Agreement as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Franchise Agreement is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

**26. BINDING EFFECT:**

This Franchise Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**27. CITY'S RIGHT TO PERFORM:**

If Milestone fails to perform any obligations under this Franchise Agreement beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

**28. HOLDING OVER:**

If Milestone remains in possession of the Franchised Premises after the end of a Lease Agreement for a specific Site, Milestone will occupy the Franchised Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Franchise Agreement and the Lease Agreement in effect on the last day of the term.

**29. ESTOPPEL CERTIFICATES:**

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Franchise Agreement is unmodified and in full force and effect, or, if this Franchise Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Franchise Agreement have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Franchised Premises;
- e. (if from Milestone) that Less has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Franchised Premises.

**30. NO WAIVER:**

No waiver of any condition or agreement in this Franchise Agreement by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Franchise Agreement will be deemed an acceptance of surrender of the Franchised Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Franchise Agreement unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Franchise Agreement will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

**31. AUTHORITY:**

Each of the persons executing this Franchise Agreement on behalf of Milestone warrants to City that Milestone is a duly organized and existing corporation under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to enter into this Franchise Agreement, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Franchise Agreement on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Franchise Agreement; and that all action required to authorize City and such person to enter into this Franchise Agreement has been duly taken.

**32. LIMITED LIABILITY:**

Milestone's sole recourse against City, and any successor to the interest of City in the Franchised Premises, is to the interest of City, and any successor, in the Franchised Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

**33. RECORDATION:**

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached to the form Lease Agreement (which is attached hereto as Exhibit A).

**IN WITNESS WHEREOF**, the parties hereto executed this Franchise Agreement in two parts on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

CITY:

CITY OF LYNCHBURG

By: \_\_\_\_\_  
Name: L. Kimball Payne  
Its: City Manager  
Date: \_\_\_\_\_

MILESTONE:

MILESTONE COMMUNICATIONS  
MANAGEMENT III, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Leonard Forkas, Jr.  
Its: President  
Date: \_\_\_\_\_



**EXHIBIT A**  
**to the Franchise Agreement**  
**FORM LEASE AGREEMENT**  
**[Attached]**

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: 14

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

ACTION: **X**

INFORMATION:

(Confidential)

ITEM TITLE: **FY 2013 Carry Forward**

### RECOMMENDATION:

Adopt a resolution amending the FY 2014 Operating and Capital Budgets and appropriating funds to reflect the carry forward of unexpended funds from FY 2013.

### SUMMARY:

The General, City Federal State Aid, Community Development Block Grant, Asset Forfeiture, Technology, and City Capital Projects Funds are amended to reflect the carry forward of unexpended funds in FY 2013.

Details of these adjustments can be found on Attachment A.

Finally, Council policy requires a minimum Unassigned General Fund Balance of 10% of General Fund revenues. At this time, the unaudited Unassigned Fund Balance is projected to be approximately \$30.1 million, or 17.4%, of General Fund revenues as of June 30, 2013.

### 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 2013 Carry Forward Requests to Amend FY 2014 Budget – Summary and Detail

REVIEWED BY: lkp

**RESOLUTION:**

BE IT RESOLVED That the FY 2014 Budget is amended and funds are appropriated to reflect the carry forward of FY 2013 appropriations that were unexpended as of June 30, 2013, in the General, City Federal State Aid, Community Development Block Grant, Asset Forfeiture, Technology, and City Capital Projects Funds as follows:

|                                               | <b>Adopted<br/>FY 2014</b> | <b>Recommended<br/>Carry Forward</b> | <b>Amended<br/>FY 2014</b> |
|-----------------------------------------------|----------------------------|--------------------------------------|----------------------------|
| <b>General Fund</b>                           |                            |                                      |                            |
| Operations                                    | \$107,565,511              | \$603,273                            | \$108,168,784              |
| Transfers To/From Other Funds                 | 956,486                    | 642,769                              | 1,599,255                  |
| Debt Service                                  | 13,814,569                 |                                      | 13,814,569                 |
| Schools-Operations                            | 38,201,147                 |                                      | 38,201,147                 |
| Greater Lynchburg Transit Co.                 | 1,194,239                  |                                      | 1,194,239                  |
| Reserve for Contingencies                     | 700,000                    | 500,000                              | 1,200,000                  |
| Debt Service Reserve                          | 3,044,657                  |                                      | 3,044,657                  |
| Law Library Reserve                           | 80                         |                                      | 80                         |
| Parking Reserve                               | 52,004                     |                                      | 52,004                     |
| Other Post Employment Benefits                | 250,000                    |                                      | 250,000                    |
| Capital Improvements                          | 7,030,338                  |                                      | 7,030,338                  |
| Ending Balance (Unassigned Fund Balance)      | 16,635,457                 |                                      | 16,635,457                 |
| <b>Total</b>                                  | <b>\$189,444,488</b>       | <b>\$1,746,042</b>                   | <b>\$191,190,530</b>       |
| <b>City/Federal/State Aid Fund</b>            |                            |                                      |                            |
| Operations                                    | \$2,975,084                | \$267,141                            | \$3,242,225                |
| Ending Balance                                | 0                          | 0                                    | 0                          |
| <b>Total</b>                                  | <b>\$2,975,084</b>         | <b>\$267,141</b>                     | <b>\$3,242,225</b>         |
| <b>Community Development Block Grant Fund</b> |                            |                                      |                            |
| Operations                                    | \$609,209                  | \$101                                | \$609,310                  |
| Ending Balance                                | 0                          | 0                                    | 0                          |
| <b>Total</b>                                  | <b>\$609,209</b>           | <b>\$101</b>                         | <b>\$609,310</b>           |
| <b>Asset Forfeiture Fund</b>                  |                            |                                      |                            |
| Operations                                    | \$0                        | \$203,397                            | \$203,397                  |
| Ending Balance                                | 66,658                     | 0                                    | 66,658                     |
| <b>Total</b>                                  | <b>\$66,658</b>            | <b>\$203,397</b>                     | <b>\$270,055</b>           |
| <b>Technology Fund</b>                        |                            |                                      |                            |
| Operations                                    | \$698,930                  | \$555,959                            | \$1,254,889                |
| Capital Outlay                                | 97,000                     |                                      | 97,000                     |
| Ending Balance                                | 1,208,485                  | 33,113                               | 1,241,598                  |
| <b>Total</b>                                  | <b>\$2,004,415</b>         | <b>\$589,072</b>                     | <b>\$2,593,487</b>         |
| <b>City Capital Projects Fund</b>             |                            |                                      |                            |
| Capital Outlay                                | \$20,300,606               | \$893,685                            | \$21,194,291               |
| Ending Balance                                | 0                          | 0                                    | 0                          |
| <b>Total</b>                                  | <b>\$20,300,606</b>        | <b>\$893,685</b>                     | <b>\$21,194,291</b>        |

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

Introduced:

Adopted:

Certified:

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

**FY 2013 CARRY FORWARD REQUESTS  
SUMMARY BY FUND**

|                                        | <u>AMOUNT</u>  |
|----------------------------------------|----------------|
| GENERAL FUND                           | \$1,746,042    |
| CITY FEDERAL STATE AID FUND            | 267,141        |
| COMMUNITY DEVELOPMENT BLOCK GRANT FUND | 101            |
| ASSET FORFEITURE FUND                  | 203,397        |
| TECHNOLOGY FUND                        | 589,072        |
| CITY CAPITAL PROJECTS FUND             | <u>893,685</u> |
| TOTALS                                 | \$3,699,438    |



## FY 2013 CARRY FORWARD DETAIL

## GENERAL FUND

| DEPARTMENT/DIVISION                | AMOUNT   | PURPOSE                                                                                                                                                                                       |
|------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Communications and Marketing       | \$7,000  | To fulfill a contract to provide a citizen engagement application (\$4,444), and create marketing/informational materials related to the use of the citizen engagement application (\$2,556). |
| City Manager                       | \$672    | Remaining funds for the City employee United Way Campaign. These funds were raised in FY 2012 to fund campaign expenses.                                                                      |
| City Assessor                      | \$16,000 | Additional training needs.                                                                                                                                                                    |
| Finance                            | \$20,004 | Funding for compensation adjustments for three employees (\$8,238), and Executive Leadership Training for Director (\$11,950).                                                                |
| Human Resources                    | \$10,000 | To deliver workforce training to more fully implement leadership development and succession planning efforts.                                                                                 |
| Human Resources - Non-Departmental | \$6,000  | Unspent vending machine proceeds for employee recognition events.                                                                                                                             |
| Information Technology             | \$13,397 | Funding for a compensation adjustment.                                                                                                                                                        |
| Commonwealth Attorney              | \$50,803 | Appropriate additional funding from the State Compensation Board \$50,803.                                                                                                                    |
| Police                             | \$1,942  | Appropriate donations to purchase Rape Aggression Defense (RAD) equipment and provide training for the Crisis Intervention program.                                                           |
| Emergency Services                 | \$30,000 | To redesign office space and purchase furniture to accommodate two new positions that were hired in FY 2013.                                                                                  |

## FY 2013 CARRY FORWARD DETAIL

| DEPARTMENT/DIVISION                                                                            | PURPOSE   |                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Public Works                                                                                   | \$6,246   | Appropriate insurance settlement proceeds for replacement of a traffic controller cabinet.                                                                                                                   |
| Human Services - Social Services                                                               | \$203,577 | To fund a Pilot Program to test the feasibility of using less than full-time, hourly workers to fill an immediate staffing need at the Division of Social Services. \$52,930 is reimbursable from the State. |
| Parks and Recreation                                                                           | \$2,669   | Funding for additional summer and spring operational costs at the Riverside Park Sprayground.                                                                                                                |
| Library                                                                                        | \$22,000  | Lynchburg's share of consultant work for regional study.                                                                                                                                                     |
| Library                                                                                        | \$4,587   | Appropriate State funds from the Library of Virginia.                                                                                                                                                        |
| Museum                                                                                         | \$5,912   | To fund compensation adjustments for two employees.                                                                                                                                                          |
| Community Development                                                                          | \$48,111  | To provide a local match for the Pierce Street grant (\$2,550), zoning updates (\$19,588), and demolition (\$25,973).                                                                                        |
| Commissioner of Revenue/Economic Development                                                   | \$154,353 | Griffin Pipe (\$130,398), Delta Star (\$16,160), and Belvac (\$7,795) Enterprise Zone Job Creation Grant.                                                                                                    |
| Reserve for Contingencies                                                                      | \$500,000 | To increase Reserve for Contingencies balance to \$1.2 million as indicated in the FY 2013 Adopted Budget, as well as set aside \$50,000 for the City Manager's discretionary fund.                          |
| <b>TRANSFERS</b>                                                                               |           |                                                                                                                                                                                                              |
| Transfer from Parks and Recreation General Fund Operating Budget to City Capital Projects Fund | \$15,000  | Transfer unspent funds to the City Capital Projects Fund for the Miller Center Renovations project.                                                                                                          |

## FY 2013 CARRY FORWARD DETAIL

| DEPARTMENT/DIVISION                                                                                              |                    | PURPOSE                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transfer from General Fund to City Federal State Aid Fund                                                        | \$52,610           | Local grant match for the Assistance to Firefighters grant (\$25,165), Shelter Plus Care grant (\$10,000), and Byrne/JAG Crisis Intervention Team grant (\$17,445).    |
| Transfer from Information Technology General Fund Operating Budget to Technology Fund                            | \$33,113           | Transfer unspent funds to the Technology Fund per June 2000 Council approved Information Technology Policy.                                                            |
| Transfer from the Human Services - Juvenile Services General Fund Operating Budget to City Capital Projects Fund | \$400,000          | Transfer from General Fund Human Services - Juvenile Services Department operating budget to City Capital Projects Fund for the Juvenile Detention Group Home project. |
| Transfer from the General Fund to the City Capital Projects Fund                                                 | \$92,046           | Transfer revenue received from Derecho cleanup efforts to help fund the City Armory Elevator Replacement project.                                                      |
| Transfer from the General Fund to the City Capital Projects Fund                                                 | \$50,000           | Transfer funds from the General Fund Parking Reserve to the City Capital Projects fund for a feasibility study.                                                        |
| <b>GENERAL FUND APPROPRIATION TOTAL</b>                                                                          | <b>\$1,746,042</b> |                                                                                                                                                                        |

|                                               |              |                                                                           |
|-----------------------------------------------|--------------|---------------------------------------------------------------------------|
| <b>COMMUNITY DEVELOPMENT BLOCK GRANT FUND</b> | <b>\$101</b> | Amend the budget to reflect amount allocated to programs by City Council. |
|-----------------------------------------------|--------------|---------------------------------------------------------------------------|

## CITY/FEDERAL/STATE AID FUND

| DEPARTMENT/DIVISION | AMOUNT    | PURPOSE                                                                                                                                                                                              |
|---------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Circuit Court Clerk | \$9,145   | Appropriate grant funds from the Library of Virginia.                                                                                                                                                |
| Police              | \$69,782  | Appropriate Byrne/Justice Assistance Grant for the Crisis Intervention Program.                                                                                                                      |
| Fire                | \$154,151 | Appropriate funds for the FY 2012 Assistance to Firefighters grant (\$125,825) as well as additional funding for the FY 2013 4-for-Life grant (\$2,801), and FY 2013 Fire Programs grant (\$25,525). |

## FY 2013 CARRY FORWARD DETAIL

| DEPARTMENT/DIVISION                | AMOUNT   | PURPOSE                                                                                                        |
|------------------------------------|----------|----------------------------------------------------------------------------------------------------------------|
| Human Services - Juvenile Services | \$10,000 | Transfer local match for the Shelter Plus Care grant from the General Fund to the City Federal State Aid Fund. |

|                                  |          |                                                                                                                                                                                                        |
|----------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Human Services - Social Services | \$24,063 | Appropriate Quality Initiative Childcare Grant to provide training to childcare providers, fully reimbursable with \$20,333 from the State Department of Social Services, and \$3,730 from United Way. |
|----------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                          |                  |
|------------------------------------------|------------------|
| <b>CITY/FEDERAL/STATE AID FUND TOTAL</b> | <b>\$267,141</b> |
|------------------------------------------|------------------|

**TECHNOLOGY FUND**

|                                                                                                                        |           |                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------|
| Information Technology - all projects were appropriated in FY 2013; projects took longer than anticipated to complete) | \$50,000  | Application and hardware consulting services.                                                                    |
|                                                                                                                        | \$30,000  | Intranet content manager replacement for Citynotes.                                                              |
|                                                                                                                        | \$21,919  | TrakIt enhancements and mobile technology support.                                                               |
|                                                                                                                        | \$99,649  | Document management for map room and other departments not yet identified.                                       |
|                                                                                                                        | \$210,052 | New World Systems .NET project.                                                                                  |
|                                                                                                                        | \$107,000 | Replacement of the Help Desk application, as well as several other process applications to an integrated system. |
|                                                                                                                        | \$20,000  | Replacement of Disaster Recovery application.                                                                    |
|                                                                                                                        | \$17,339  | Facility related needs, computer training center, conference center equipment, etc.                              |
| Transfer from Information Technology General Fund Operating Budget to Technology Fund                                  | \$33,113  | Carry forward from the General Fund per June 2000 Council approved Information Technology Policy.                |

|                              |                  |
|------------------------------|------------------|
| <b>TECHNOLOGY FUND TOTAL</b> | <b>\$589,072</b> |
|------------------------------|------------------|



## FY 2013 CARRY FORWARD DETAIL

|                              |                  |                                                                                                                             |
|------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>ASSET FORFEITURE FUND</b> | <b>\$203,397</b> | Appropriate revenue received for Commonwealth Attorney's Office (\$30,000), and Police Department (\$173,397) expenditures. |
|------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------|

**CITY CAPITAL PROJECTS FUND**

| <b>PROJECT</b>                                      | <b>AMOUNT</b>    | <b>PURPOSE</b>                                                                                                                                                                                                                  |
|-----------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Street Overlay                                      | \$317,014        | Additional highway maintenance revenue received from VDOT.                                                                                                                                                                      |
| Juvenile Services Group Home                        | \$400,000        | Transfer from General Fund Human Services - Juvenile Services Department operating budget to City Capital Projects Fund for Juvenile Services Group Home project.                                                               |
| Miller Center Renovation                            | \$15,000         | Transfer from General Fund Parks and Recreation Department operating budget to City Capital Projects Fund for Miller Center Renovation furniture, fixtures, and equipment.                                                      |
| Armory Elevator Replacement                         | \$92,046         | Transfer FEMA reimbursement revenue from General Fund to City Capital Projects Fund for Armory Elevator Replacement project.                                                                                                    |
| Intersection Improvements<br>Lakeside/Park/Memorial | \$663,700        | Appropriate additional funding for Intersection Improvements at Lakeside/Park/Memorial project. \$449,325 federal, \$49,925 State, and \$164,448 local (from unallocated UCI funds).                                            |
| Parking Feasibility Study - Phase II                | \$50,000         | Transfer from General Fund Parking Reserve Funds to City Capital Projects Fund for phase 2 of the Parking Feasibility Study.                                                                                                    |
| Transportation Projects                             | (\$644,075)      | Adjustments to match amounts awarded by the Virginia Department of Transportation for Main Street Bridge (\$586,906), Midtown Connector (\$584), Main Street Retaining Wall (\$50,710), and Reusens Road Realignment (\$5,875). |
| <b>CITY CAPITAL PROJECTS FUND<br/>TOTAL</b>         | <b>\$893,685</b> |                                                                                                                                                                                                                                 |

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2013**

AGENDA ITEM NO.: 15

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Consideration of Reducing the Amount of the Fee Charged for Concealed Handgun Permits**

RECOMMENDATION: Maintain the current fee charged for the issuance of concealed handgun permits.

SUMMARY: Council Member Helgeson asked that this matter be placed on Council's agenda for consideration.

The State Code (excerpt attached) requires the Clerk of the Circuit Court to charge a fee of \$10 for processing an application or issuing a permit for a concealed handgun. The Code also allows the law enforcement agency conducting the background investigation to charge a fee not exceeding \$35 to cover the cost of conducting the investigation. The State Police may also charge a fee not to exceed \$5 to cover its costs associated with processing the application. The total amount assessed shall not exceed \$50.

In Lynchburg, the Police Department conducts the requisite background check and charges the \$35 fee. This is to cover the costs of the background investigation and report preparation which typically take a couple of hours. With the addition of the \$5 fee charged by the State Police, the total fee for processing a concealed handgun permit in the City is \$50. By way of comparison Bedford County charges \$40.46 for an initial permit and \$30.46 for a renewal; Campbell County charges \$15.00.

PRIOR ACTION(S): None. Council has had no role in setting the fee for a concealed handgun permit.

FISCAL IMPACT: The Police Department provided the following information:

*Below is a chart of revenue received and overtime expensed for the past three years.*

|         | Revenue     | OT expense   | Difference   |
|---------|-------------|--------------|--------------|
| FY 2011 | \$12,444.00 | \$ 20,141.94 | \$(7,697.94) |
| FY 2012 | \$15,235.00 | \$ 14,853.47 | \$ 381.53    |
| FY 2013 | \$29,399.00 | \$ 30,314.89 | \$ (915.89)  |

*Already, for 2014, we have expensed right at \$3,000 and have brought in \$3,500.*

The Clerk of the Circuit Court reported: *In 2011 this office processed and forwarded to the LPD - 404 concealed weapon applications; 2012 - 591 CW applications were processed; 2013 - 565 just in the first two quarters.*

If 1000 permit applications were processed in one year, without any fee, the impact to the City would be a \$35,000, loss of revenue to offset costs incurred in conducting the background investigations.

CONTACT(S): Kimball Payne, 455-3990; Chief Parks Snead, 455-6104; Clerk of Court Eugene Wingfield, 455-2620

ATTACHMENT(S): Excerpt from the State Code regarding concealed handgun permit fees.

REVIEWED BY: lkp

§ 18.2-308.03. Fees for concealed handgun permits.

A. The clerk shall charge a fee of \$10 for the processing of an application or issuing of a permit, including his costs associated with the consultation with law-enforcement agencies. The local law-enforcement agency conducting the background investigation may charge a fee not to exceed \$35 to cover the cost of conducting an investigation pursuant to this article. The \$35 fee shall include any amount assessed by the U.S. Federal Bureau of Investigation for providing criminal history record information, and the local law-enforcement agency shall forward the amount assessed by the U.S. Federal Bureau of Investigation to the State Police with the fingerprints taken from any nonresident applicant. The State Police may charge a fee not to exceed \$5 to cover its costs associated with processing the application. The total amount assessed for processing an application for a permit shall not exceed \$50, with such fees to be paid in one sum to the person who receives the application. Payment may be made by any method accepted by that court for payment of other fees or penalties. No payment shall be required until the application is received by the court as a complete application.

B. No fee shall be charged for the issuance of such permit to a person who has retired from service (i) as a magistrate in the Commonwealth; (ii) as a special agent with the Alcoholic Beverage Control Board or as a law-enforcement officer with the Department of State Police, the Department of Game and Inland Fisheries, or a sheriff or police department, bureau, or force of any political subdivision of the Commonwealth, after completing 15 years of service or after reaching age 55; (iii) as a law-enforcement officer with the U.S. Federal Bureau of Investigation, Bureau of Alcohol, Tobacco and Firearms, Secret Service Agency, Drug Enforcement Administration, United States Citizenship and Immigration Services, U.S. Customs and Border Protection, Department of State Diplomatic Security Service, U.S. Marshals Service, or Naval Criminal Investigative Service, after completing 15 years of service or after reaching age 55; (iv) as a law-enforcement officer with any police or sheriff's department within the United States, the District of Columbia, or any of the territories of the United States, after completing 15 years of service; (v) as a law-enforcement officer with any combination of the agencies listed in clauses (ii) through (iv), after completing 15 years of service; (vi) as a designated boarding team member or boarding officer of the United States Coast Guard, after completing 15 years of service or after reaching age 55; or (vii) as a correctional officer as defined in § [53.1-1](#) after completing 15 years of service.

(2013, cc. [135](#), [559](#), [746](#).)