LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: 1

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

ACTION: INFORMATION: **X**

ITEM TITLE: **Waterbearer Statue Project**

RECOMMENDATION: No action required.

SUMMARY: Sally Schneider, Executive Director of the Lynchburg Historical Foundation will attend Council's work session to describe a project to create a replica of the Waterbearer statue that stood for years in the Clay Street Reservoir. She will explain the plans to produce the replica, display it and to preserve the remnants of the original statue.

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S): Kimball Payne, 455,3990

ATTACHMENT(S): None

REVIEWED BY: lkp

095K

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: **2**

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

ACTION: INFORMATION: **X**

ITEM TITLE: **Status Report on Human Services**

RECOMMENDATION: No action required.

SUMMARY: In January 2013 the Departments of Social Services and Juvenile Services merged into the Department of Human Services. The goal of the merger is to develop an integrated department that provides a continuum of services and programs to meet the needs of families and individuals. The merger also provides opportunities to reduce local spending by realigning positions in order to maximize reimbursements from State and Federal funding sources.

Director of Human Services Tamara Rosser will provide a status report on the consolidation.

PRIOR ACTION(S): None

FISCAL IMPACT: To be determined.

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

ATTACHMENT(S): None

REVIEWED BY: lkp

096K

Department of Human Services

Social Services and Juvenile Services

Department of Human Services

January 2013 the two departments were officially renamed the Department of Human Services

Total number of employees, including the Detention Center, temporary and grant-funded – *216*

Total combined all budgets (General Fund) – *$21,187,966*
($16,945,286 off setting revenue)

Department of Human Services

A strong, safe and self-sufficient community

Department of Human Services

Changes to date:

- Moved three full-time Comprehensive Services Act positions out of Division of Juvenile Services Administration budget into Division of Social Services;
- Converted a JS Caseworker position to a SS Benefits Program Specialist (BPS);
- Converted the JS Director's position to a BPS Supervisor

Department of Human Services

Changes, continued:

- Physically relocated the Family and Children's Services Coordinator to the 3rd Floor;
- Realigned three Safe and Stable Family positions – two to the Child Protective Services Unit and one to Outreach Detention;
- Cross-training staff in different service areas

Department of Human Services

$270,762

Total savings achieved thus far as a result of the merger

Department of Human Services

Next Steps:

- Continue to maximize reimbursement and revenue opportunities as appropriate;
- Move forward with pilot project to hire temporary BPS's in preparation for State and Federal changes;
- Continue to plan for the co-location of JS residential programs and services
- Continue to manage staff through the process

Department of Human Services

Questions/Comments?

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: **3**

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

ACTION: INFORMATION: **X**

ITEM TITLE: **Report on Group Home Needs Assessment**

RECOMMENDATION: No action required.

SUMMARY: The Division of Juvenile Services (Human Services Department) provides short and long-term residential services for youth and their families in the 24th Judicial District which includes the counties of Amherst, Bedford, Campbell and Nelson and the town of Bedford, as well as the City of Roanoke and Appomattox County when requested. Currently the City operates three separated male (2) and female (1) facilities. The City owns two of the buildings, the other is owned by Presbyterian Homes and Family Services and rent is paid through a contractual agreement. These facilities are no longer adequate to provide the level services and programs needed by a very challenging population. In January 2012 Juvenile Services began a needs assessment process to determine the feasibility of and need for a new co-ed facility.

Director of Human Services Tamara Rosser will provide an overview and update of that process.

A preliminary draft of the needs assessment report has been submitted to the Virginia Department of Criminal Justice Services for review and comment.

PRIOR ACTION(S): Approval of the project through the Capital Improvement Program 2014-2017.

FISCAL IMPACT: To be determined. It is anticipated that a new group home will be financed through current expenditures, cost savings and the provision of contract beds.

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

ATTACHMENT(S): None

REVIEWED BY: lkp

097K

Lynchburg Juvenile Services Group Home
City Council Briefing

June 25, 2013

Presented by

The City of Lynchburg

Virginia A & E

Huskey & Associates, Inc.

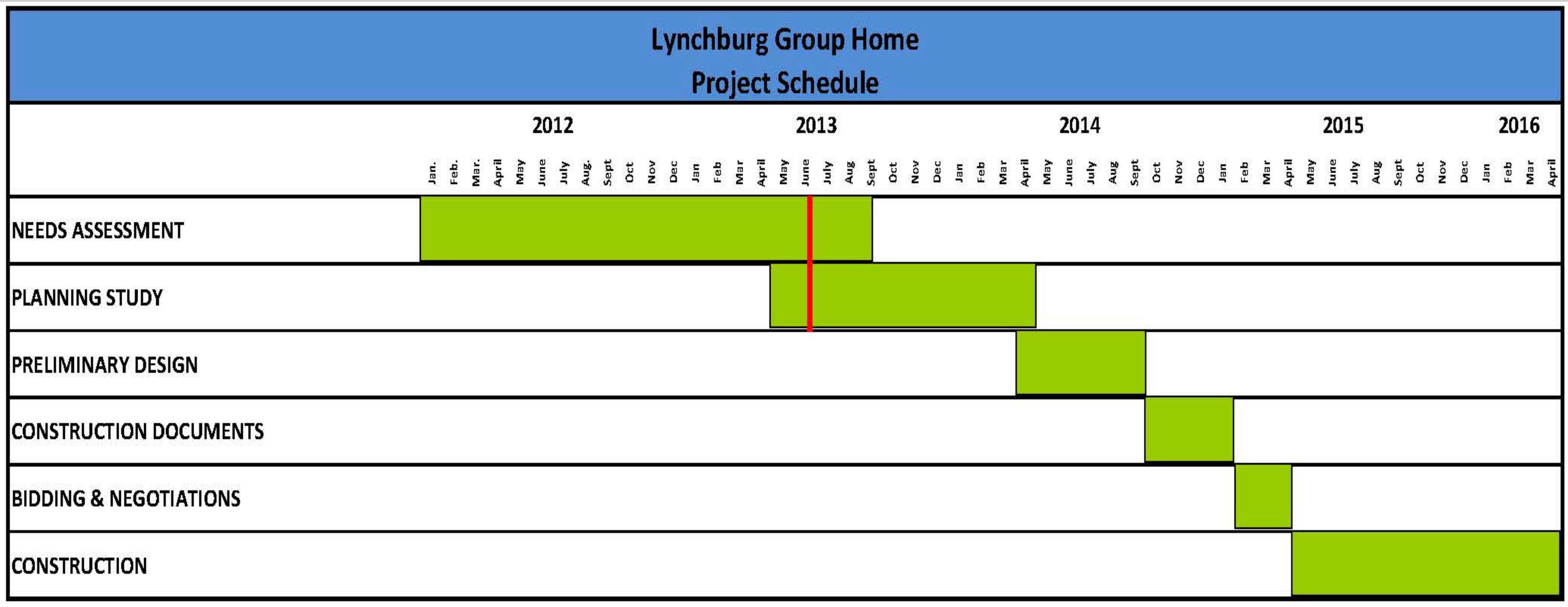
Treanor Architects

Hurt & Proffitt

Introductions

- **Lynchburg Juvenile Services**
  - Tamara Rosser, Director for Department of Human Services
  - Dan Fallen, Assistant Director of Juvenile Services
- **City of Lynchburg**
  - Dee Dee Conner, PE – Engineering Project Manager
- **Virginia A&E**
  - Bill Allen, PE – Project Manager
- **Huskey & Associates**
  - Bobbie Huskey, MSW – Juvenile Justice Planner
- **Treanor Architects**
  - Daniel Rowe, AIA, LEED AP – Juvenile Justice Architect
- **Hurt & Proffitt, Inc.**
  - Patrick Proffitt – Civil Engineer

Project Overview



Needs Assessment Overview

Purpose: Demonstrate Need for Replacement Facility, Facility Program, Juvenile Justice System Service Needs, and Convincingly Show an Unmet Need Exists

Project Team Has:

- Evaluated Existing Facilities Against State and Nationally Accepted Standards
- Interviewed Key Stakeholders (Staff, Collaborative Agencies, etc.)
- Collected and Analyzed Data on Group Home Target Population
- Projected Required Bed Capacity
- Evaluated Options for Renovation and New Construction
- Submitted Draft Needs Assessment to Department of Juvenile Justice for Staff Level Review

Planning Study Overview

Purpose: Show Why Proposed Renovation or Construction is Most Appropriate and Cost-Effective Response to Identified Need

Project Team Has:

- Drafted the Clinical Program Design for the Group Home
- Sized and Classified the Housing Units by
  - Males versus Females
  - Shelter (Short-Term) versus Residential (Long-Term)
- Conducted an On-Site Work Session to Program Spaces Required in the Group Home

Existing Facilities

- **City of Lynchburg Operates 3 Group Homes**
  - Opportunity House 1
    - 405 Cabell Street
    - Built in 1859; Kitchen Addition in 1927
    - Licensed Capacity – 9 Males
    - City-Owned
  - Opportunity House 2
    - 1517 Jackson Street
    - Built in 1853
    - Licensed Capacity – 6 Males
    - City-Owned
    - Sleeping Overflow for Opportunity House 1
  - SPARC House
    - 150 Linden Avenue
    - Built in 1928
    - Licensed Capacity – 12 Females
    - Leased Space

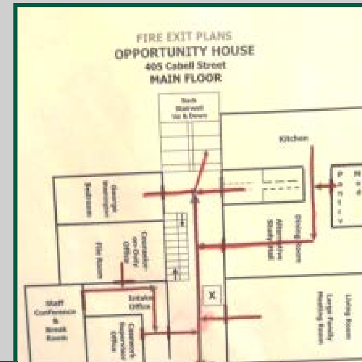
27 Beds Total Capacity

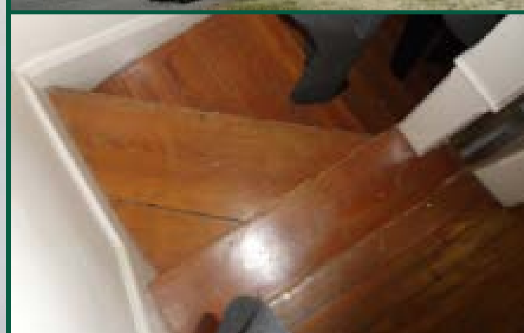
Environmental Evaluation of Existing Facilities

- Moisture Infiltration Issues
- Poorly Insulated – Large, Non-Insulated Windows
- MEP Systems Vary in Age, Energy Efficiency, & Remaining Life
- Fire Alarm Controls & Electrical Panels are Readily Accessible in Some Buildings
- Minimal Technology Infrastructure
- Insufficient Lighting Levels
- Group Bathrooms versus Individual Bathrooms As Recommended in Contemporary Standards
- Aged Sanitary Lines
- Limited Parking

Operational Evaluation of Existing Facilities

- Facilities Do Not Meet Contemporary Codes or State/National Standards
- Supervision Challenges of Multi-Level Facilities
- Unable to Separate Shelter Youth from Long-Term Youth
- Unable to Separate CHINS and DSS Youth from Delinquents
- Lack Sufficient Operational Spaces
- Not ADA-Accessible
- Lack of Privacy





Operational Evaluation of Existing Facilities

- Adequacy of Space to Carry Out Program & Operational Goals

Components Evaluated		
Youth Intake and Assessment	Spiritual Services	Kitchen
Sleeping Rooms	Recreation	Dining
Bathrooms/Showers	Medical/Mental Health Services	Central Storage
Living Room	Visiting	Laundry
Programs	Public Lobby	Maintenance
Study Space	Administration	

		Based on Virginia State Juvenile Residential Facility Standards			***Based on ACA Juvenile Community Residential Facility Standards***		
	No. of Variables Examined	Adequate	Somewhat Adequate	Inadequate	Adequate	Somewhat Adequate	Inadequate
Opportunity House 1	17	8 = 47.1%	4 = 23.5%	5 = 29.4%	8 = 47.1%	4 = 23.5%	5 = 29.4%
Opportunity House 2	5	2 = 40%	1 = 20%	2 = 40%	2 = 40%	1 = 20%	2 = 40%
SPARC House	17	3 = 17.6%	4 = 23.5%	10 = 58.8%	4 = 23.5%	4 = 23.5%	9 = 52.9%

Trends in Youth Population Served

- Lynchburg's Youth Population & School Enrollment are Projected to Increase by 2030
- Lynchburg's Juvenile Arrest Rate is Similar to Statewide Juvenile Arrest Rate
- Lynchburg's Formal Petition Rate for Juveniles is More than Twice the Statewide Rate
- Truancy Petitions are Expected to Grow Unless More Interventions are Employed

Trends in Lynchburg's Existing Group Homes

- FY07-FY12 Average of 22 Youth (10 Females & 12 Males) Resided in Lynchburg's Group Homes on a Daily Basis
- FY12 Admissions to SPARC House (Females) and Opportunity House (Males) were Highest in Past 4 Years – Total Admissions Increased Nearly 19% Between FY11 and FY12 Due Largely from Increase in Truancy Petitions
- Average Daily Population in 2012 for All Group Homes was 23, Exceeding Capacity of SPARC and Opportunity House I
- Overall Average Length of Stay in 6 Years was 27 Days for Females; 24 Days for Males
- Average Length of Stay In 6 Years for a Youth in Residential Treatment Program was 112 Days Compared to 19 Days in Shelter

New Group Home Capacity Projections

The Project Team recommends the Group Home have a rated capacity of 28 beds

Projections Methodology:

- Average daily population in all group homes during 2008-2012
- 3.6% average annual increase through 2022 (based on FY08-FY12 trends)
- Peaking factor to plan for peaks in the population
- Three separate projections were developed based on the data, usage, need expressed by 24th Judicial District Stakeholders

Planning Assumptions for 28-Bed Group Home:

- Broaden the continuum of care to include Truancy Intervention, Juvenile Diversion Initiative, Aftercare Supervision as step-down from group home, and Evidence-Based Service Models
- Length of stay reduced by 30 days in residential treatment/by 10 days in shelter
- 10% peaking factor to plan for peaks in the population

Group Home – Options Analysis

- ***Option 1:*** Renovate Existing Facilities
- ***Option 2:*** Build Separate Male & Female Facilities
- ***Option 3:*** Build Male & Female Facility Co-Located at RJDC
- ***Option 4:*** Build Male & Female Facility at New Site

Recommended Option

- Option 3: Building Male & Female Facility Co-Located at RJDC
  - Construct 28-Bed Facility with Separate 14-Bed Male & Female Wings at the Lynchburg Regional Juvenile Detention Center
  - Estimated Size: 13,700 Square Feet
  - Estimated Capital Cost: $4.3 Million
  - Advantages:
    - Customized to Meet City's Residential Treatment Program Needs
    - Reduced Off-Site Trips
    - Physical Separation of Male and Female Populations
    - Existing Infrastructure (Roads and Utilities) in Place
    - Lowest Capital Cost
    - Most Operationally Cost-Effective Due to Sharing of Resources with Existing Facility (Medical, Mental Health, Teaching Staff, Maintenance, Laundry, Food Preparation)
  - Challenges:
    - Constraints in Size and Topography of Existing Parcel and Connectivity to RJDC

Fiscal Impact of a Co-Located Group Home at RJDC

- Reduced Transportation Costs to Outside Appointments and Among Stand-Alone Facilities
- Reduced Costs for Food
- Reduced Costs for Maintenance
- Reduced Costs for Staff
- Reduced Costs for Contractual Services

- Increased Services Offered by Group Home Will Likely Result in Higher Revenues from Other Jurisdictions
- $74 to $101 Cost Savings Per Youth Per Day Placed in Group Home Compared to Detention Bed

Top Five Reasons for New Group Home Co-Located at RJDC

1) Existing Group Home Physical Plants Need to be Replaced to Meet State and Nationally Accepted Standards

2) Most Cost-Effective Solution to Maintain a Group Home in the Continuum – Lowest Capital & Operational Costs, and Reduces the Debt Service

3) The Group Home Fulfills a Gap in Continuum – It is the Only Shelter Facility in Central Virginia – Secure Detention or DJJ Commitment are Not Appropriate for These Youth

4) The Group Home Supports and Engages Families in Treatment

5) A Therapeutic Environment Supports Behavior Change and Reduced Juvenile Crime

Next Steps

- Continue to Inform and Engage Support of City Leaders, Group Home Staff, Judiciary, DJJ, and 24th District Court Service Units
- Respond to DJJ Comments on Needs Assessment & Program Design
- Finalize the Planning Study Submission to DJJ
  - Clinical Program Design
  - Facility Program Design
  - Site Plan Integrated to Existing RJDC Facility
  - Outline Materials of Construction
  - Refine the Project Status
  - Refine Project Cost
  - Cost/Benefit Analysis
- Obtain Approvals from DJJ's Board

Thank you!

Tamara Rosser, Director
Department of Human Services

Bill Allen, PE - Partner
Virginia A&E
ballen@virginia-ae.com
434-316-6001

Bobbie Huskey, MSW
Huskey & Associates
bhuskey@huskey-associates.com
773-348-3852

Huskey & Associates, Inc. TREANOR ARCHITECTS HURT & PROFFITT Virginia A & E

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013**			AGENDA ITEM NO.: **4**
CONSENT:	REGULAR:	WORK SESSION: **X**	CLOSED SESSION: (Confidential)
ACTION: **X**		INFORMATION:	
ITEM TITLE: **Trash Collection: Briefing on Possible Use of Prepaid Trash Bags**			

RECOMMENDATION: Authorize staff to enter an agreement with Waste Zero to development recommendations for a waste reduction program thereby reducing city costs, enhancing recycling and providing more convenience to the residents of Lynchburg.

SUMMARY: At the August 14, 2012, June 12, 2012 and the May 22, 2012 City Council Work Sessions, staff discussed existing issues with the use or lack of use of trash tags and annual decals by some city residents. Staff performed research and sought proposals from interested parties to help improve and enhance the city's current trash tag / decal program and possibly move to the use of prepaid trash bags.

WasteZero submitted a proposal to provide this assistance to the city. City staff is planning to enter an agreement with this company to evaluate several options which include the following:

1. Use of prepaid bags to manage trash overflow (outside of city trash carts)
2. Use of prepaid bags for all waste (eliminates needs for trash tags and decals)
3. Hybrid of #1 & #2

It is staff's plan to fully develop the advantages and disadvantages along with the financial implications of each option and bring those back to City Council with recommendations for implementation. Director of Public Works, Dave Owen will make a brief presentation regarding the proposed agreement.

City staff has researched many other localities looking for other options to address these issues and still believes the pay-as-you throw system works best but a few changes could make it work better and will generate additional revenue ("in which everyone pays their fair share").

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

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

CONTACT(S): Dave Owen, 455-4469; Gaynelle Hart, 455-4406

ATTACHMENT(S): WasteZero Information

REVIEWED BY: lkp

098K

FACT SHEET

About WasteZero

- 20 years of waste reduction
- 850 municipalities
- 99.6% customer retention
- US-made supplies
- 44% decrease in solid waste
- 2x-3x increase in recycling
- $200M saved by WasteZero partner municipalities to date

"We're very happy with the results. Because we're burying less, the landfill will now be open 22 to 25 years further."

Craig Worth
Deputy Director of Public Works
Brunswick, ME

WasteZero customer since 2006

WasteZero® is fully committed to reducing solid waste and creating a positive impact on the environment by creating customized turnkey waste management solutions for municipalities and residents nationwide.

WasteZero was formed in 1991 to make the world a better place by recycling plastic grocery bags into trash bags. Today, more than 850 municipalities across the US have chosen WasteZero as their partner in solid waste reduction.

Cities, towns, and residents alike are feeling the impact of today's challenging economy. For many municipalities, budgets have been cut, critical services are suffering, and the cost to dispose of solid waste continues to rise. Add to that, in many areas land is at a premium with no room for new landfills. And building new incinerators is expensive and politically unpopular.

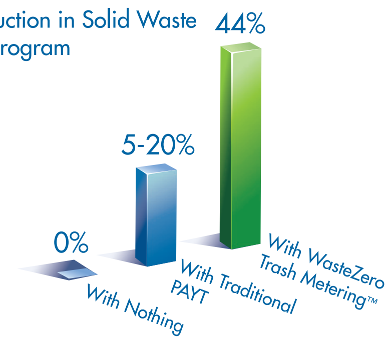
Increasingly, municipalities across the country are searching for a viable, affordable, and long-term solution for reducing and managing their solid waste.

Traditional Pay-As-You-Throw

The First Step…

Pay-as-you-throw (PAYT) programs—where residents use designated bags or tags and are charged based on the amount of trash they throw away—are not new. This method of managing municipal waste can be an effective, fair, and equitable strategy for residents to decrease what they throw away and increase what they recycle. The end result is both economic and environmental sustainability. But according to the EPA[1], only about 26% of US communities have adopted PAYT. Why not more?

Reduction in Solid Waste by Program



…But Not the Last

Traditional PAYT programs can be hard to implement, don't maximize fairness, or require too much staff time and effort. Some require high up-front investment, and then take too long to show results. Others are just not self-sustaining. And without the right awareness programs, residents can perceive PAYT as negative.

WasteZero Trash Metering™: The Next Step

WasteZero provides enhanced PAYT solutions that go beyond simply supplying trash bags, tags, or bins. Our WasteZero Trash Metering programs are designed to help ensure a successful program launch and immediate returns from start to finish, including:

[1] http://www.epa.gov/osw/conserve/tools/payt/pdf/sera06.pdf

> The town of Malden, Mass. is receiving an additional $2.5 million annually to spend on jobs, programs and services and is reducing municipal solid waste (MSW) by 50%, thanks to a program known as pay-as-you-throw.

From "Pay As You Throw Programs Prove to Be Successful"
Earth911.Com, April 16, 2010

Malden, MA has been a WasteZero customer since 2008

WasteZero Trash Metering™: The Next Step

Program Planning and Success Tools:	Retail Store Distribution:
• Program design • Annual pricing recommendations • Program launch planning • Benchmarking, measurement, and analytics • Accounting and reporting	• Manufacturing, distribution, warehousing, and inventory management of WasteZero Trash Metering bags • Invoicing and accounts receivable collections
WasteZero US-Made Supplies:	**Marketing Assistance:**
• WasteZero Trash Metering bags • PAYT bags • PAYT tags • Other supplies	• Municipal recycling website for resident awareness and excitement • Education and communication program templates • 800 number support

WasteZero Trash Metering Benefits

Whether you're just beginning your first PAYT program or are upgrading your current program, WasteZero Trash Metering brings sound, lasting benefits.

FINANCIAL	MUNICIPAL
• Reduced tipping fees, transfer station fees, and out-of-region shipping fees • Increased revenues from the value of recycled materials • Increased regional employment in recycling/manufacturing/reuse sector • Strengthened overall financial health of the municipality • Ongoing, direct rewards to households for reducing trash and increasing recycling	• Minimal or no capital expenditure • Quick implementation • Little need for direct staffing or support • Immediate and long-term waste reduction • Proven rapid resident satisfaction • Long-term financial viability • Support for community environmental objectives
ENVIRONMENTAL	**RESIDENTIAL**
• Reduced natural resource depletion • Expanded landfill lifespan • Reduced energy use • Lower carbon emissions • Cleaner, more organized garbage collection • Reduced toxins in landfills, reducing risks to water quality	• An equitable program (residents don't subsidize their neighbors' trash) • Convenience through retail store bag availability • A decreased need for new landfill or incinerator space within their municipality • More critical services, programs, and jobs funded by money saved on waste management

About WasteZero

WasteZero is the nation's leading provider of proven and practical waste reduction programs. We partner with municipalities throughout the US to develop innovative programs and services that reduce the amount of waste deposited into landfills and burned in incinerators, increase recycling, and generate savings and revenue. With more than 850 municipal partners—more than any other company in the US—WasteZero provides best-in-class services that include WasteZero Trash Metering™ programs and Pay-As-You-Throw conversion programs proven to reduce solid waste 44% annually on average.

WasteZero manufactures 99% of the supplies that support our programs, including customized plastic trash bags made in the US with the industry's state-of-the-art technology. Our Retail Store Distribution Program™ offers trash bag warehousing, inventory management, accounting and reporting, and more. WasteZero has offices in Cambridge, MA, Raleigh, NC, Murrells Inlet, SC and Chicago, IL. For more information, please visit www.wastezero.com or call 800-866-3954.

WasteZero
www.wastezero.com

Find out more at **www.wastezero.com**

Agenda Item #5

The City of Lynchburg, Virginia

MEMORANDUM

TO: City Council

FROM: L. Kimball Payne, III, City Manager

DATE: June 18, 2013

SUBJ: **Continuing Discussion on the Tourism Program**

As part of the continuing discussion regarding the future of the tourism program I plan on making an oral presentation to Council if and when deemed appropriate. At this time I have not finalized my thoughts and am therefore unable to provide any written documentation in time for inclusion in the agenda package.

Attached for reference is the last Council report on this matter.

099K

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 11, 2013** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Continued Discussion Regarding the Tourism Program**

RECOMMENDATION: Determine the parameters and structure of the tourism program.

SUMMARY: Council's discussion of the future of the tourism program got off to a good start on May 28th. During that meeting it was acknowledged that a decision regarding the program's structure after January 1, 2014 needed to be made by November 1, 2013. Council will continue its discussion of the program during each future work session until a decision is reached.

The following points were made during the discussion on May 28th. They are provided to assist in further deliberations and, except where consensus is noted, reflect the comments of individual members who suggested changes to the program.

- *The consensus of Council was that the purpose of a tourism program is understood and that further discussion regarding this would not be productive.*
- *The tourism program should promote the whole City and not just a few venues.*
- *There is a need for better program metrics.*
- *There should be a cap on annual funding of the program.*
- *There should be a non-appropriations clause in any contract.*
- *There is a need to restore the customer/vendor relationship.*
- *There should be a verifiable return on investment (ROI).*
- *The value of the tourism program should be set and then expensed; there should not be a programmed revenue formula.*
- *There is a need for an independent organization with oversight authority.*
- *There should be flexibility regarding funding during tough economic times.*
- *There were differing opinions on whether a contract renewal, with modifications ('tweaks"), was the right approach or if the contract expectations needed to be "re-tooled" and possibly subject to the procurement process.*
- *A desire for a greater regional approach was expressed.*
- *There should be a better link between the tourism program and City marketing programs.*
- *There should be better information regarding group sales.*

Subsequent to the May 28th meeting Council Member Perrow articulated five specific points that he has agreed could be shared with Council:

- Develop appropriate metrics for accountability
- Promote Lynchburg attractions (perhaps through some minimum standard)
- Reformulate the board for better oversight; Council appoint the members; include City staff; reduce the size to five or less (perhaps have an oversight board such as described here with the rest of the current board in an advisory role)
- Eliminate the 73% of lodging tax funding standard; set the budget at a fixed baseline amount and revisit annually
- Establish a contract of five or more years

During the May 28th meeting the question was asked if major changes to the contract specifications would trigger a requirement to go through a formal procurement process. I have consulted with the City Attorney and we agree that there is a technical requirement to procure this service. In the past, however, the City has determined that there is no private entity other than the Chamber of Commerce that would be capable of providing the service. Accordingly, the service has never been formally procured. Proceeding to renew the contract with the Chamber would merely involve posting notice, for the requisite time period, of the determination to proceed with sole source procurement. Of course there are still two other alternatives for the tourism program: a City department or an authority.

As this discussion continues, it might be appropriate to focus on what seem to be the three most important issue areas: relationships, financing, and performance measurement.

Note: The Tourism Advisory Board has once again asked to participate in Council's deliberations.

PRIOR ACTION(S): May 28, 2013 discussion

FISCAL IMPACT: $1.0-1.3 million

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): May 28, 2013 Agenda Item documents

REVIEWED BY: lkp

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **May 28, 2013** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Review of the Tourism Program**

RECOMMENDATION: Identify issues, goals, expectations, and performance measures related to the City's tourism program, including guidance on the development of a new contract, if desirable.

SUMMARY: The current contract between the City and the Lynchburg Regional Chamber of Commerce (LRCC) for the management and operation of the Lynchburg Visitors Center and the Lynchburg Regional Convention and Visitors Bureau (LRCVB) expires on December 31, 2013. During budget deliberations City Council expressed a desire to discuss the future of the City's tourism program in a broader context rather than simply negotiating the renewal of the existing contract, which, of course, remains an option.

The purpose of the work session is to provide Council an opportunity to discuss the tourism program and provide a policy context for its future. In having that discussion, there are three questions that seem most relevant. They are:

- What are our goals?
- How will we know if we have achieved them?
- How will we go about it?

The attached document, "Considerations for the Tourism Program," is intended to facilitate Council's discussion. It includes thoughts and comments from various sources, including Council members and City staff, in five categories, Goals & Expectations, Performance Measures, Structure/Approach, Financing, and Relationships.

This work session discussion is intended to be among Council members and staff to form the basis for further deliberations regarding the goals and structure of tourism program from January 1, 2014 forward. There is no expectation that Council will engage with other stakeholders at this time.

The Tourism Advisory Board (TAB) has asked for one hour on a future work session agenda to make a presentation and answer questions regarding the current arrangement with the Chamber of Commerce. Dates of June 11th or June 25th have been suggested, with the TAB expressing a preference for June 11th. The TAB has been advised that the decision whether or not to have such a discussion rests with City Council.

PRIOR ACTION(S): The current contract with the Lynchburg Regional Chamber of Commerce was signed in 2008 for a term of five years.

FISCAL IMPACT: Current year funding is approximately $1.3 million.

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Considerations for the Tourism Program; Current contract; Performance Measures

REVIEWED BY: lkp

Considerations for the Tourism Program

GOALS & EXPECTATIONS

- What is the purpose of a tourism program?
- Council should adopt clear goals for the tourism program and develop associated metrics.
- Beyond broad program goals, what are the expectations regarding the day to day operations of the tourism program?

PERFORMANCE MEASURES

- Reaffirm the current LRCVB performance measures (attached).
- Develop additional metrics that measure tourism investment against actual return for the City, i.e., hotel room sales, meals and lodging taxes, visitation to attractions, and other direct performance measures.

STRUCTURE/APPROACH

- Consider bringing the management of the tourism program in-house or issue a new RFP with different terms.
- Renewal of the contract with the Lynchburg Regional Chamber of Commerce, with necessary and appropriate revisions.
- Set up the CVB as a separate entity, such as an authority, as was proposed by the Tourism Task Force in 2007. (Section 15.2-5516 of the Code of Virginia.) If the Civic Center initiative is successful, consider placing the CVB under its governing body.
- There are other successful models for tourism programs that incorporate funding from multiple jurisdictions/sources. If the tourism program must have a regional approach, regional funding/governance should be explored. For example, two attractions that are prominently featured in LRCVB marketing materials, Poplar Forest and the D-Day Memorial, are in Bedford County. Explore a partnership with Bedford County.
- Explore the possibility of the creation of an LLC to serve as the vendor
- Consider providing memberships in the CVB, with a fee, for attractions, lodging establishments, restaurants, etc.
- Is the "Hub and Spoke" model the best for the City or should it be revisited and refocused to better drive activity within the City limits? Should not the CVB look for ways to market what is here to advance and enhance these Lynchburg assets by focusing on the structure and

character of the City? Consider specific terms of service regarding the marketing of City attractions, amenities and events.

FINANCING

- Confirm that Lodging Tax revenue will be the source of program funding. Maintain or adjust the use of 73% of this revenue for program funding.

- Cap the annual amount provided for tourism program funding. After funding a certain baseline amount, have the annual budget process determine the amount of funding provided for marketing.

- Establish any new contract on a July 1-June 30 fiscal year basis.

- Include a non-appropriations clause.

- Designate funds to be used for local marketing initiatives.

- Create a mechanism to memorialize and honor multi-year commitments.

- If lack of infrastructure (fields, maintenance, etc.) makes attracting certain events to the city difficult, consider apportioning some of the funding that now goes to the tourism program into improving the infrastructure.

RELATIONSHIPS

- Strengthen the relationship of vendor to customer between the CVB and the City.

- There should be more transparency and better communications between the tourism program and the City. The City should have more direct input into the program. For example: input on promotions and marketing, sharing of information and marketing materials in advance of publication for accuracy checks.

- Create a conduit for accurate information flow from City entities to the CVB with some form of proofing or fact checking. (Richmond allows its partners to sign in online to make changes. They are able to update the information for their attractions; schedules, events, addresses, etc. This ensures that information is accurate.)

- Examine the make-up, appointment process, and responsibilities of the Tourism Advisory Board. Is it the board's role to represent the interests of the City, the Chamber of Commerce or tourism stakeholders? Place a "City" representative on the TAB.

- Clarify the role of the Marketing Partnership.

- Require compliance with the Public Procurement Act, the Freedom of Information Act and the Conflict of Interest Act.

discoverLynchburg - Lynchburg Regional Convention and Visitors Bureau
Performance Measures
Date: __March 20, 2013_____ Submitted by:__Beckie Nix___________________

Goal 1: Strengthen Lynchburg's economy through increased Meals & Lodging Tax revenue.

Performance Measure:	***Actual 2010***	***Actual 2011***	***Actual 2012***
Meals & Lodging Tax*[1]	$ 12,089,113	$ 12,614,077	$ 13,372,802

Analysis of data: 2012 Lodging tax revenue increased by 3% while hotel inventory dropped another 6%...a total loss of 18% of Lynchburg's sellable rooms in 3 years. Meals tax revenue increased 6.5%. This is good news for Lynchburg as many localities are struggling with losses or barely maintaining.

Goal 2: Strengthen Lynchburg's economy by increased visitor expenditures in the city.

Performance Measure:	***Actual 2010***	***Actual 2011***	***Actual 2012***
Annual Visitor Expenditures*[2]	$ 136,171,088	$ 143,132,756	$ 155,758,589

Analysis of data: Visitor spending in the city of Lynchburg increased $13 million dollars over the previous year, an increase of 9% during a down economy.
**Note: Current report from the US Travel Association, supplied by Virginia Tourism Corporation.*

Goal 3: Maintain highest professional standards as a DMO (Destination Marketing Organization) via accreditation by the Destination Marketing Association International (DMAI).

Performance Measure:	***Yes/no 2010***	***Yes/no 2011***	***Yes/no 2012***
Maintain DMAI accreditation	Yes	Yes Note: discoverLynchburg now has Bureau accreditation from DMAI, along with 3 individually DMAI accredited staff members.	Yes Note: discoverLynchburg staff member first in state to receive latest industry certification of VDP.

Goal 4: Increase Lynchburg visibility in the internet marketplace.

Performance Measure:	***Actual 2010***	***Actual 2011***	***Actual 2012***
Website hits* [3]	54, 121	69,195	105,646

Analysis of data: Webhits to the discoverlynchburg.org website, along with both mobile hits and cell phone application downloads continue to increase significantly as more and more people use internet and today's technologies in travel planning.

Goal 5: Strengthen Lynchburg as a destination for group travel.

Performance Measure:	***Actual 2010***	***Actual 2011***	***Actual 2012***
Group, Business, Sports Shows attended	16	20	23
Closed sales*[4]	$ 1,385,650	$ 1,736,253	$ 1,912,883

1. Meals and Lodging Tax data from City of Lynchburg
2. Annual visitor spending data prepared by the U.S. Travel Association, and supplied by the Virginia Tourism Corporation
3. Web hit data from Google Analytics
4. Group sales data from discoverLynchburg contracts

MANAGEMENT AND OPERATING AGREEMENT
FOR THE LYNCHBURG VISITORS CENTER
AND THE LYNCHBURG REGIONAL CONVENTION AND VISITORS BUREAU

This MANAGEMENT AND OPERATING AGREEMENT ("Agreement") is made and entered into effective as of the 1st day of July, 2008, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "CITY", and the LYNCHBURG REGIONAL CHAMBER OF COMMERCE, a Virginia Corporation, hereinafter referred to as the "LRCC".

WITNESSETH:

WHEREAS, the CITY and the LRCC have had an agreement since 1993 for the management of the Lynchburg Regional Convention & Visitors Bureau (the "LRCVB") by the LRCC including, without limitation and as a part of the operations of the LRCVB, the lease and operation of the VISITORS INFORMATION CENTER ("VISITORS CENTER") located at 216 12th Street, Lynchburg, Virginia; and

WHEREAS, the CITY and the LRCC have agreed that a changing environment, with new challenges and opportunities, requires the revision of the current structure of the CITY's tourism program with the ultimate goal of establishing an even more effective program and structure that will maximize tourism opportunities for the community; and

WHEREAS, the CITY and the LRCC have agreed that the LYNCHBURG REGIONAL TOURISM BOARD (the "BOARD") will be established as set forth in this Agreement. The BOARD will be responsible for the development and setting of the tourism program policies and strategy including those for the operation of the LRCVB (including the VISITORS CENTER) as well as the review of the annual tourism plans as set forth in this Agreement; and

WHEREAS, the CITY and the LRCC desire that the LRCC continue the operation and the management of the LRCVB (including the VISITORS CENTER) for an additional five-year period.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties do hereby mutually covenant and agree as follows:

I. PREMISES

The CITY hereby demises, leases and rents unto the LRCC, and the LRCC hereby takes, accepts and rents from the CITY, the VISITORS CENTER building located at 216 12th Street, Lynchburg, Virginia (hereinafter referred to as the "Premises"), and the surrounding grounds. Title to the Premises during the term of this Agreement shall remain in the CITY. The VISITORS CENTER shall continue to be operated by the LRCC as a part of the LRCVB at the existing location or such other location as may be agreed upon by the CITY and the LRCC.

II. TERM

This Agreement shall be for a term of sixty six (66) months beginning on the 1st day of July, 2008 and ending on the 31st day of December, 2013. Thereafter, this Agreement may be renewed by mutual written agreement of the CITY and the LRCC. In the event the LRCC shall continue to provide services under this Agreement after the end of the term of this Agreement and the CITY shall continue to accept services from the LRCC after the end of the term of this Agreement, this Agreement shall continue in full force and effect until thereafter terminated by either party upon one hundred eighty (180) days written notice to the other party. Upon termination of this Agreement, the LRCC shall promptly and in good condition surrender the Premises to the CITY, ordinary wear and tear excepted.

III. RENTAL

The LRCC agrees to pay the CITY the sum of one dollar ($1.00) per year payable upon the first day of each calendar year as rental for the Premises.

IV. LRCC RESPONSIBILITIES AND REPORTING

A. Tourism Program Responsibilities. Subject to the terms of this Agreement, the LRCC will maintain authority over and responsibility for the tourism program operation. The LRCC will be responsible for: (1) the development of the annual Budget, Program Plan and Marketing Plan of the LRCVB subject to the approval of the BOARD; (2) the establishment of appropriate benchmark standards and performance measures to monitor program effectiveness which shall be approved by the BOARD; (3) the hiring and supervision of a Director of Tourism who shall serve as the primary interface between the LRCC and the CITY and the BOARD and who will be hired by the CITY MANAGER and the President of the LRCC following a process mutually agreed upon by the CITY MANAGER'S OFFICE ("CMO") and the LRCC. The initial Director of Tourism job description, salary and benefits and hiring process to be followed in 2008 as well as the hiring of any replacement Director shall be subject to the mutual approval of the LRCC and the CMO; (4) the hiring and supervision of all other LRCVB employees (including the LRCVB employees that work at the VISITORS CENTER) and the termination of all LRCVB employees; and (5) the day-to-day operation of the LRCVB (including the VISITORS CENTER).

B. Reporting. Within 45 days after the end of each calendar quarter, the LRCC shall file quarterly reports with the BOARD and the CMO which shall include information and statistics from the LRCVB (including the VISITORS CENTER), the activities of the LRCVB staff, information on relevant performance measures and any other relevant information reasonably requested by either the BOARD and/or the CMO. By May 1st of each year, the LRCC will file an annual report with the BOARD and the CMO for the preceding calendar year updating and summarizing the information contained in the preceding calendar year's quarterly reports including, without limitation, financial and marketing information. Expenses, anticipated revenues, budget analysis, the work program/action plans and accomplishments, marketing expenditures and any other relevant information reasonably requested by either the BOARD and/or the CMO will be reviewed and discussed at such other times as the LRCC, CMO and the BOARD deem appropriate.

C. For purposes of collaboration, coordination and information the CITY MANAGER shall have unfettered access to the Director of Tourism. When requested, the Director of Tourism shall provide unfiltered information to the CITY MANAGER. The LRCC shall be kept fully informed of any contact between the CITY MANAGER and the Director of Tourism and the CITY MANAGER shall not attempt to direct the work of the Director of Tourism.

V. LYNCHBURG REGIONAL TOURISM BOARD

A. Formation and Membership. As part of this Agreement, the parties hereto agree to establish the BOARD as follows following a process jointly agreed upon by the CMO and the LRCC. The size of the BOARD shall be seven (7), nine (9) or eleven (11) members. Persons interested in serving as a member of the BOARD shall fill out and submit an application to the Clerk of Council for initial processing. The form of the application shall be mutually agreed upon by the CMO and the LRCC. The criteria for BOARD membership may include without limitation: (1) knowledge of the tourism industry and economic development issues; (2) relevant business experience; and (3) interest in and support of the LRCVB and regional tourism. Membership applications shall be submitted to and reviewed by the CMO and the LRCC and, if necessary, interviews held by one or both groups following a process jointly agreed upon by the CMO and the LRCC. BOARD member appointments and re-appointments shall be made by CITY Council after consultation with the LRCC Board of Directors. The CMO and the LRCC shall mutually agree on the appointment of the first Chair of the BOARD. Thereafter, the BOARD shall elect its Chair. BOARD members shall serve staggered three (3) year terms. BOARD meetings shall be held as often as determined by the Chair of the BOARD or a majority of the members of the BOARD but not less than quarterly. BOARD members shall attend a minimum of seventy-five percent (75%) of full BOARD and their designated Committee meetings during their term.

B. Committees. The BOARD will have three committees: (1) the Program Committee; (2) the Marketing Committee; and (3) the Finance Committee. The Committees will each have a minimum of three (3) BOARD members who will be appointed by the Chair of the BOARD. The Chair of each Committee will also be appointed by the Chair of the BOARD.

C. BOARD Functions. The function of the BOARD is to establish tourism policies and strategies including the policies and strategies for operation of the LRCVB (including the VISITORS CENTER). BOARD functions include the following:

1. Mission Statement. Using input provided by the LRCC, to review and to recommend to CITY Council and the LRCC Board of Directors proposed revisions, if any, to the mission statement of the LRCVB within six (6) months after the date the first meeting of the members of the new BOARD is held (the "First BOARD Meeting").

2. Tourism Policies and Strategies. Using input provided by the LRCC, to recommend to CITY Council and the LRCC Board of Directors long term tourism policies and strategies including long term policies and strategies for the management and operation of the LRCVB (including the VISITORS CENTER) within six (6) months after the date of the First BOARD Meeting.

3. Benchmark Standards and Performance Measures. Using input and recommendations from the LRCC, to review and approve, within six (6) months after the date of the First BOARD Meeting, benchmark standards and performance measures to help demonstrate and evaluate the performance by LRCC toward meeting its obligations under the terms of this Agreement. The benchmark standards and performance measures shall be selected from best practices for the tourism industry which are applicable to tourism opportunities in the Lynchburg, VA regional area. Sources of possible benchmark standards/performance measures include, without limitation, the following sources:

a. Recommendations of the 2006-07 Lynchburg Tourism Task Force
b. Standards of the Destination Marketing Association International (DMAI)
c. Standards of the International City/County Management Association (ICMA)
d. Standards of the Virginia Tourism Corporation (VTC)
e. Recommendations from the research of Professor Paul Young at Liberty University.

D. Oversight Committee. The need and requirement to maintain the Oversight Committee described in the January 1, 2006 Management and Operating Agreement between the CITY and the LRCC is deleted since the work of the 2006-07 Lynchburg Tourism Task Force has been completed and the BOARD is being formed.

VI. FUNDING AND BUDGETARY ACCOUNTABILITY

A. Annual Budget. The budget for each upcoming calendar year shall be prepared by the LRCC and submitted on or before November 1st of the preceding calendar year to the BOARD for review and approval. The final version of the budget, with all agreed upon revisions, shall be approved in writing by the BOARD and the LRCC on or before the immediately following December 15th and provided to the CITY. Any revisions to the budget during the year also shall be approved in writing by the BOARD and the LRCC and provided to the CITY.

B. Operating Funds. The CITY will advance to the LRCC operating funds to be used by the LRCC for the administration and operation of the LRCVB in accordance with the terms of the budget ("Operating Funds").

1. Beginning on June 15, 2008 and continuing quarterly thereafter, the Operating Funds will be paid by the CITY to the LRCC in four equal quarterly payments ("Operating Fund Payments") in advance of the first day of each quarter and on or before, as applicable, each December 15th, March 15th, June 15th and September 15th. Subject to the stipulations below, Operating Funds for each year shall be provided by the CITY to the LRCC in the following amounts:

Fiscal Year Ending	Annual Amount	Quarterly Operating Fund Payments
June 30, 2009	$670,000	$167,500
June 30, 2010	$890,000	$222,500
June 30, 2011	$1,100,000	$275,000

2. For the fiscal years beginning July 1, 2011 and ending June 30, 2012 (Fiscal Year 2012) and thereafter, Operating Funds shall be provided by the CITY to the LRCC in amounts equal to seventy-three percent (73%) of the lodging tax revenues received by the CITY (from both the 5.5% Transient Occupancy Tax and the $1.00 per-night-per-rented room use fee, combined, as well as any other lodging tax revenues or similar type tax revenues assessed by the CITY) during the time period running from April 1st to March 31st immediately prior to the start of the current fiscal year.

3. The increase in annual funding outlined above is subject to: (i) the development by the BOARD of the benchmark standards and performance measures called for in Section V. C. (3) of this Agreement using input and recommendations provided by the LRCC; and (ii) the CITY's receipt of the annual report, the Program Plan and the proposed budget showing how the additional funding will be utilized as called for in Sections VII.B, VII.A and VI.A, respectively, of this Agreement.

4. The method and schedule for reimbursement of tourism costs expended by the LRCC including the specific costs, methods and amounts to be reimbursed shall be mutually agreed upon each year by the BOARD and the LRCC as part of the LRCVB annual budget process. The reimbursement method and schedule for the fiscal year ending June 30, 2009 is set forth in **Exhibit A** attached hereto and incorporated herein by reference.

C. Accounting. To ensure budgetary accountability and transparency the tourism program budget shall be separated from the overall LRCC budget. The LRCC shall provide a full breakout of the costs of shared facilities and personnel in a manner reasonably and mutually acceptable to the CMO, the BOARD Finance Committee and the LRCC. This could be shown as a transfer between the tourism program and overall LRCC budgets. Financial reports showing expenditures and revenues to date and a comparison to budget estimates shall be provided to the BOARD Finance Committee and the CMO within 45 days after the end of each quarter. An annual financial report showing all of the expenditure and revenues during the prior calendar year shall be provided by LRCC to the BOARD Finance Committee and the CMO by May 1st of the following year. The LRCC shall conduct an audit of the tourism program paid for with tourism program revenues.

VII. ANNUAL PROGRAM

A. Program Plan. On or before each November 1st, the LRCC shall prepare and submit to the BOARD Program Committee the annual Tourism Program plan for the upcoming calendar year. The annual Tourism Program plan shall provide the Program goals and objectives for the upcoming calendar year including the plan for achievement of the mutually agreed upon performance measures. The final version of the Program Plan shall be mutually agreed upon by the BOARD and the LRCC on or before the immediately following December 15th and provided to the CITY.

B. Prior Year Annual Reporting. On or before each May 1st, the LRCC shall prepare and submit to the BOARD Program Committee and the CMO annual Tourism Program reports with the information set forth in Section IV.B of this Agreement and describing the tourism activities in the prior calendar year. The annual report shall indicate how the agreed upon performance measures described in Section V.C of this Agreement have been achieved. The annual Tourism Program report shall be presented by the BOARD at a joint meeting of the CITY Council, the BOARD and the LRCC for a discussion of prior year achievements and current year plans.

C. Regional Meetings. The CITY and LRCC agree that the LRCVB shall continue to promote regional tourism activities in partnership with other localities in our region to the greatest extent possible for the mutual benefit of all groups. The LRCVB will cooperate and collaborate with other regional tourism entities to plan for, market, advertise, and support events of regional interest and will seek opportunities for greater regional tourism programming. The BOARD will annually meet with adjoining municipalities and major regional tourism stakeholders to discuss regional tourism opportunities.

D. Destination Marketing Association International Accreditation. LRCC will continually seek to maintain the DMAI accreditation of the LRCVB obtained by the LRCC in 2007.

E. Program Oversight. The BOARD Program Committee and the BOARD will be continually involved in the oversight of the tourism program and LRCVB operations (including the VISITORS CENTER).

F. Marketing Partnership. The Director of Tourism will continue to participate in the CITY's Marketing Partnership as a full member.

VIII. ANNUAL MARKETING PLANS

A. Marketing Plans. The LRCC shall prepare and submit, on or before each November 1st, the Marketing Plan for the upcoming calendar year to the BOARD Marketing Committee. The annual Marketing Plan shall provide the marketing goals and objectives for the upcoming calendar year including the specific planned print advertising and other advertising expenditures. The final version of the Marketing Plan shall be mutually agreed upon by the BOARD and the LRCC on or before the immediately following December 15th and provided to the CITY.

B. Cooperative Marketing Efforts. When advantageous to the tourism program, both financially and from a marketing standpoint, the LRCVB shall seek opportunities to market and advertise local tourism opportunities with other regional and Virginia groups.

IX. LRCVB EMPLOYEES

The LRCC shall operate the VISITORS CENTER at a sufficient staffing level that will enable it to adequately fulfill its responsibilities under this Agreement and to maintain its status as a State Certified Visitors Information Center. The LRCC agrees that all full-time LRCC employees staffing the VISITORS

CENTER and working with the LRCVB, if otherwise eligible, shall be provided with the insurance and retirement benefits which are provided to other LRCC employees.

X. VISITORS CENTER FURNITURE AND EQUIPMENT

The CITY originally furnished the VISITORS CENTER with certain furniture and equipment in 1993 to be used for the tourism program, as was described in an attachment to the original and subsequent management and operating agreements between the CITY and the LRCC. Since then, certain changes have been made to the furniture and equipment. The intent is that title to any remaining or replacement furniture and equipment provided by the CITY and still on the Premises at the expiration of this Agreement shall remain with the CITY. Subsequent to the commencement of this Agreement the LRCC shall prepare and submit to the CMO an updated inventory of furniture and equipment identifying all furniture and equipment on the Premises and the ownership of the furniture and equipment. The updated VISITORS CENTER furniture and equipment 2008 inventory shall be finalized and presented by the LRCC to the CMO on or before November 1, 2008. The inventory shall be updated on or before November 1st of each year of this Agreement. The CITY is under no obligation to provide additional furniture or equipment or to replace existing furniture or equipment to be used by the LRCVB for the tourism program. Any furniture or equipment acquired or replaced by the LRCC for use by the LRCVB on the Premises during the term of this Agreement shall belong to the LRCC.

XI. MAINTENANCE, REPAIRS AND IMPROVEMENTS AT THE VISITORS CENTER

The following terms and provisions shall apply to the occupancy and use by the LRCC of the VISTORS CENTER currently located at 216 12th Street, Lynchburg, Virginia. The terms and provisions of this Section XI of the Agreement shall be reviewed and, if necessary, amended if the VISTORS CENTER is moved to a new location mutually agreed upon by the CITY and the LRCC.

A. Acceptance. The LRCC has inspected the current Premises and agrees to accept the same in the condition in which the Premises now are.

B. Improvements. While the CITY shall have the right to improve the Premises during the term of this Agreement, the CITY shall be under no duty or obligation to do so. The LRCC shall not make any permanent improvements or alterations to the Premises without the prior written approval of the CMO. Said permanent improvements or alterations, if approved by the CMO, are to be made at the expense of the LRCC and reimbursed by the CITY as agreed to by the CMO. Any permanent improvements or alterations made to the Premises by the LRCC during the term of this Agreement must first be approved by the CMO, shall become the property of the CITY and may not be removed from the Premises without the prior written approval of the CMO.

C. Maintenance. During the term of this Agreement, the CITY will provide routine day-to-day janitorial services, repairs and maintenance of the Premises and surrounding grounds (including without limitation the control of any environmental contamination and all repairs to the HVAC equipment). All repairs and maintenance shall be performed by the CITY diligently and expeditiously. The LRCC will be responsible for all necessary maintenance, repair or replacement of furniture and equipment used by the LRCVB in the tourism program.

D. Access. For the purpose of performing its responsibilities hereunder, the CITY shall have the right to enter upon the Premises, at such times as the CITY, in its sole discretion, deems necessary and such right shall include the right to store on the Premises in a mutually agreed upon location, the parts, equipment, and materials necessary to perform such responsibilities.

E. Security. The LRCC shall secure the Premises during and after each daily use including, without limitation, locking all windows and doors and taking all appropriate security measures both during and after the VISITORS CENTER's hours of operation.

XII. VISITORS CENTER UTILITIES

The electric meter for the Premises will remain in the CITY's name and the CITY will pay for all reasonable electric usage. The LRCC shall pay for all telephone and all other utility charges arising from and needed for its use of the Premises and such charges will be reimbursed through the annual Budget.

XIII. ASSIGNMENT OR TRANSFER OF AGREEMENT

This Agreement shall not be transferred or assigned to any third party without the mutual consent of both the CITY and the LRCC.

XIV. DAMAGE TO THE PREMISES OR OTHER PROPERTY

A. Premises Damage. If the Premises shall be materially damaged or destroyed by fire, the elements, the public enemy or other casualty to the extent that the Premises becomes untenantable, the CITY shall have the option, at is sole discretion, of repairing the Premises, acquiring a new property for the VISITORS CENTER or canceling this Agreement without further obligation to the LRCC.

B. LRCC Property Damage. The CITY shall not be liable for any damage to or loss of any property owned by the LRCC or the property of any of its agents or employees which is brought onto the Premises regardless of how such damage or loss may occur. It is expressly agreed and understood that the LRCC, its agents and employees, in placing their property in and on the Premises, do so at their own risk.

XV. INSURANCE AND INDEMNIFICATION FOR VISITORS CENTER

A. CITY Insurance. The CITY shall provide for all risk fire and casualty insurance coverage on the improvements, additions, alterations and fixtures made to the VISITORS CENTER Premises in the amount of their full insurable replacement value.

B. LRCC Property. If the LRCC desires insurance against loss or damage by fire (multi-peril coverage) to cover its property located on the Premises including without limitation merchandise, inventory, equipment and business property used by the LRCVB, it shall be the LRCC's obligation to obtain and maintain such insurance.

C. Waiver of Subrogation. Any provision in this Agreement to the contrary notwithstanding, the CITY and the LRCC hereby waive any and all rights to recover from the other party and from their agents, servants and employees, for any, loss or damage from risks ordinarily insured against under a standard fire insurance policy with extended coverage, but each party's waiver only applies to the extent that such loss or damage is covered by an insurance policy or policies in force and is collected by the CITY and the LRCC, as the case may be. The CITY and the LRCC each covenant and agree that they will, if a waiver of subrogation clause is not already part of their respective fire insurance policies, on or before the effective date of this Agreement request their respective insurance companies to issue and attach to such polices a waiver of subrogation clause with respect to the other party, their agents, servants and employees.

D. LRCC Indemnification. The LRCC shall indemnify and hold harmless and assume the defense of the CITY, its agents, employees, and officials, from any and all liability, expenses, or claims which may be recovered from, or sought to be recovered from the CITY, its employees, officials, and agents by third parties by reason of or on account of any third party's property damage or any personal injury, sickness or death of any third party, which property damage, personal injury, sickness or death directly arises from the LRCVB's use and operation of the Premises but is not a result of the negligence or willful misconduct of the CITY or its agents, employees or officials. The CITY shall promptly submit all claims received from third parties to the LRCC for resolution and the LRCC shall assume the complete defense and, if elected by the LRCC, settlement of all such third party claims. The CITY shall provide reasonable cooperation and assistance to the LRCC in the defense of all such third party claims. To effect the same, the LRCC agrees, at its expense, to obtain and keep in full force and effect at all times during its use and occupancy of the Premises, comprehensive liability insurance naming the CITY, its agents, employees and officials, as an additional insured, in the amount of $1,000,000.00 per accident insuring the CITY from the LRCVB's use and operation of the Premises. The LRCC further agrees to deliver to the CITY a copy of said insurance policy and a certificate of insurance showing the same to be in full force and effect. The insurance policy shall contain provisions requiring in the case of cancellation that the CITY be given thirty (30) days prior written notice of such cancellation. The insurance required hereunder shall be primary and any insurance or self insurance maintained by the CITY shall be in excess of and shall not contribute with any insurance provided by the LRCC under this Agreement. Any deductibles or self-insured retentions applicable to required coverage shall be paid by the LRCC and the CITY shall not be required to participate therewith. The LRCC waives all rights of subrogation against the CITY to the extent that such loss or damage is covered by an insurance policy or policies in force and is collected by the LRCC. In order to comply with this paragraph, the LRCC may add the CITY to its current insurance coverage rather than obtaining new insurance coverage, if that coverage meets the above requirements in all other respects.

XVI. DISPUTE RESOLUTION.

In addition to the claims resolution procedure set forth in Section XV.D of this Agreement, the CITY and the BOARD agree to promptly submit all other complaints and disputes about the tourism program received by the CITY and/or the BOARD from tourists, visitors, citizens, stakeholders and other parties in writing, to the Director of Tourism for resolution. The Director of Tourism shall provide a written acknowledgement (by mail, fax or electronic mail) of receipt of the tourism program complaint. In addition, the Director of Tourism shall keep a written log of all such complaints and disputes received by the LRCC including the date of receipt, a brief description of the complaint and the status or resolution of the complaint. The Director of Tourism shall seek to promptly communicate with the complaining person and seek to informally resolve all disputes and complaints. If the Director of Tourism is unable to resolve the dispute or complaint, they shall forward the dispute or complaint: (a) to the BOARD for resolution if the dispute or complaint is related to the financing, programming or marketing of the tourist program; or (b) to the CMO and the LRCC for resolution if the dispute or complaint is related to tourism program legal, contractual or personnel issues.

XVII. NONDISCRIMINATION

The LRCC agrees that in the operation of the LRCVB (including the use and operation of the VISITORS CENTER Premises), it will not, on the grounds of race, color, sex, disability or national origin, discriminate or permit discrimination against any person or groups of persons.

XVIII. NOTICE

Formal notices to the LRCC under this Agreement shall be sufficient if sent, by certified mail, postage prepaid, return receipt requested and addressed to President, Lynchburg Regional Chamber of Commerce, 2015 Memorial Ave., Lynchburg, Virginia 24501, or to such other persons as the LRCC may designate in writing from time to time. Formal notices to the CITY shall be sufficient if mailed, by certified, postage prepaid, return receipt requested and addressed to the City Manager, 900 Church Street, Lynchburg, Virginia 24504, or to such other persons as the CITY may designate in writing from time to time.

XIX. GENERAL PROVISIONS

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

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

C. Entire Agreement. All terms and conditions with respect to this Agreement are expressly contained herein, and both parties agree that no representative or agent of the CITY or the LRCC has made any representation or promise with respect to this Agreement not expressly contained herein.

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

E. Compliance. The LRCC agrees to observe and obey during the term of this Agreement all federal, state and local laws, ordinances, rules and regulations currently in force or subsequently adopted for the operation of the LRCVB and the VISITORS CENTER.

F. Public Records and Meetings. The LRCC and the LRCVB agree to comply with the provisions of the Virginia Freedom of Information Act dealing with public records and meetings in the development, management and operation of the tourism program.

G. Default. In the event that either party fails to perform any of the terms and conditions required by this Agreement and fails to remedy such default within a period of thirty (30) days after the receipt from the non-defaulting party of a written notice to remedy the same, the non-defaulting party shall have the right to cancel this Agreement without additional notice to the defaulting party. No waiver of default by either party of any of the terms or conditions of this Agreement to be kept or performed by the other party shall be considered to be or act as a waiver in the event of any subsequent default of such terms and conditions by the other party.

[END OF TEXT]

IN TESTIMONY WHEREOF, the CITY has caused its name to be hereunto subscribed by L. Kimball Payne, III, its City Manager, and attested by Patricia W. Kost, its Clerk of Council; and the LRCC has caused its name to be hereunder subscribed by Rex Hammond, its President & CEO, all effective as of the day and year first above written.

CITY OF LYNCHBURG

By: L Kimball Payne
L. Kimball Payne, III
City Manager

Attest: Patricia W. Kost
Patricia W. Kost
Clerk of Council

LYNCHBURG REGIONAL
CHAMBER OF COMMERCE

By: Rex Hammond
Rex Hammond
President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA:
CITY OF LYNCHBURG, to-wit:

The foregoing document was acknowledged before me this 15 day of May, 2008, by L. KIMBALL PAYNE, III and PATRICIA W. KOST, City Manager and Clerk of Council, respectively, for the CITY OF LYNCHBURG.

Valerie P. Clark
Notary Public 50 # 205 480

My commission expires: April 30, 2010

COMMONWEALTH OF VIRGINIA:
CITY OF LYNCHBURG, to-wit:

The foregoing document was acknowledged before me this 15 day of May, 2008, by Rex Hammond, President and Chief Executive Officer, of the LYNCHBURG REGIONAL CHAMBER OF COMMERCE.

Brooke James
Notary Public

BROOKE CHEREE JAMES NOTARY PUBLIC REG. #7155145 MY COMMISSION EXPIRES 8/31/ COMMONWEALTH OF VIRGINIA

My commission expires: August 31, 2011

Exhibit A

Fiscal Year 2009 Reimbursement Method and Schedule

Salaries and Benefits

Salary and benefit expenses for the Tourism and Visitors Center staff are based on direct allocation. Benefit expenses include all benefits detailed in the LRCC policy manual.

Support Services

The expense for support services is allocated based on the percentage of time Chamber staff spends on Tourism related projects and activities. On a monthly basis the LRCC Director of Finance surveys staff to determine time devoted to Tourism related projects and activities. The expense allocated is based on the employee's cost (salary + benefits). The expense allocations may change as additional staff are hired for the Tourism program including, but not limited to, the new Director of Tourism.

Building and Grounds

Building and grounds expenses consist of the following: utilities, custodial, building insurance and rent. Utilities, custodial and building insurance expenses are allocated based on the percentage of Chamber office space utilized by Tourism staff. Rent is billed to the Tourism division at a rate of $400 per month. This is based on the market value of the space occupied or shared by Tourism staff.

General Expenses

General expenses consist of the following: office supplies, printing, D&O insurance, dues, subscriptions and telephone expenses. These expenses are allocated based on the number of full-time Tourism staff.

Equipment

Equipment expenses consist of the following: depreciation, repairs, taxes and licenses. These expenses are allocated based on the number of full-time Tourism staff

Direct Expenses

The following expenses are based on direct allocation:

postage
marketing and advertising
meetings, meals, lodging & travel
brochure distribution
long distance service
equipment lease and rental
website design
promotional items
registration fees
production
convention services
trade show graphics
small equipment purchases
temporary services
staff training
depreciation (VC)
telephone (VC & long distance)
building repairs & maintenance (VC)

// A regular meeting of the Council of the City of Lynchburg was held on the 28th day of May, 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

// Police Chief Parks Snead presented an update on the Lynchburg Police Department Career Progression Program. The purpose of the Career Progression Program is to meet the following needs:

- Provide systematic means for long-term officer development toward specialized and supervisory career success
- Promote officer retention
- Promote targeted skills enhancement and officer community engagement
- Maintain highly focused supervision and mentoring for our officer workforce
- Achieve these aims with minimal increase over current budget costs

Mr. Snead stated that the new program is an outcome in part of the review that was conducted by the Police Executive Research Forum (PERF). The new career progression program will be implemented in the Lynchburg Police Department on July 1, 2013. Mr. Snead also explained the implementation timeline for the police officers.

// Fire Chief Brad Ferguson gave a brief presentation on Emergency Medical Services in Lynchburg. Mr. Ferguson explained what the Fire Department is currently doing: Aggressive Field Resuscitation, Advanced Practice Paramedics, and Telemedicine Project. Mr. Ferguson further discussed steps that the Fire Department continues to address:

- How do we improve these numbers?
    - continue to train
    - get there faster while being safe
    - get the public involved
    - pulse point App for smart phones

Mr. Ferguson explained the future ideas and skills of the Fire Department by continuing the Community Paramedic Program (affordable care act), Advanced Paramedic Skills and Public Access Defibrillator Program. In summary, the Lynchburg Fire Department is making great strides in the provision of Emergency Medical Services, and will continue to update Council on these exciting developments.

// City Manager Kim Payne provided a review of the Tourism Program current contract between the City and Lynchburg Regional Chamber of Commerce (LRCC). Mr. Payne stated that during the budget deliberation City Council expressed a desire to discuss the future of the City's tourism program in a broader context rather than simply negotiating the renewal of the existing contract, which of course, remains an option. Mr. Payne further stated the purpose of the work session is to provide Council an opportunity to discuss the tourism program and provide a policy context for its future. There are three questions that seem most relevant which are:

- What are our goals?
- How will we know if we have achieved them?
- How will we go about it?

Mr. Payne stated 5 components for consideration for the Tourism Program which are: goals and expectations, performance measures, structure/approach, financing and relationships. After some discussion it was the consensus of Council to place the Tourism Program item on future work sessions.

// During roll call Council Member Nelson stated that over time "Fiscally Stressed" is repeatedly voiced as opposition to funding request. He would like the City Manager and City Attorney to provide a cogent description of "Fiscally Stressed".

// Council Member Cary expressed concern over a recent fight at Miller Park, which caused the cancellation of a little league baseball game. He requested that the City Manager take appropriate steps to ensure the safety of the City's parks. During the Memorial Day Program at Monument Terrace, Council Member Cary noticed the area was not well maintained and he hopes future maintenance will become a priority.

// Council Member Foster mentioned the bridge is finally complete.

// Council Member Perrow announced a music festival is planned for Nelson County and questioned if some type of shuttle facilities would be available. He inquired with the Chamber about the feasibility of shuttling visitors to and from the festival. Council Member Perrow asked for a future work session on plans for the Clay Street Reservoir.

// Vice Mayor Johnson reported high grass and light pollution at 814 Bailey Street. Vice Mayor Johnson stated he received a message from Mr. Roger Johnson about high grass around the old Armstrong School at 622 Monsview Place.

// Mayor Gillette announced the 2nd year Soap Box Derby which will be held on Saturday, June 1, 2013 at Falwell Airport.

// City Council recessed the meeting at 6:00 p.m.

// City Council attended a reception for 2013 Hill Climbers – Holiday Inn

// 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 Nelson gave the Invocation, followed by the Pledge of Allegiance.

// Mayor Gillette recognized the 2013 Hill Climbers:

Gabrielle Carey
Chase Cobb
Adeline Dunn
Crystal Hardy
Melkia Mull
Nery "Carolina" Zamora-Lopez
Daniel Stern

// Mayor Gillette presented certificates of recognition to Virginia Cooperative Extension art contest winners.

// Mayor Gillette recognized and presented certificates to the following seniors in the Mayor's Youth Council:

Carson Creasy
Thacher Jennings
Elizabeth Main
Blake Papet
Kristofer Spinner
Lucas Wheelock
Victoria Wright

// Mayor Gillette recognized David Owen, Director of Public Works, who received a Meritorious Service Award from Mid Atlantic Chapter of the American Public Works Association,

// In the matter of Registrar, Resolution #R-13-054 amending the FY 2013 General Fund budget and appropriating $17,441, to provide funding to the Electoral Board/Registrar's Office for estimated costs for the June 11, 2013, Democratic Primary Election, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-058 adopting the FY 2014 Mandated and Contractual External Service Providers Budget and appropriating $9,714,712 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-059 adopting the FY 2014 Central Virginia Area Agency on Aging Budget and appropriating $15,000 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-060 adopting the FY 2014 Central Virginia Community College Board and Related Operations Budget and appropriating $1,909 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-061 adopting the FY 2014 Tourism Budget and appropriating $500,000 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-062 adopting the FY 2014 Region 2000 Economic Development Partnership Budget and appropriating $81,586 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-063 adopting the FY 2014 Robert E. Lee Soil & Water Conservation District Budget and appropriating $10,000 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-064 adopting the FY 2014 Virginia Legal Aid Society Budget and appropriating $10,400 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-065 adopting the FY 2014 Amazement Square Real Estate Tax Refund Budget and appropriating $5,302 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-067 adopting the FY 2014 Greater Lynchburg Transit Company Budget and appropriating $6,777,936 for this budget, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-068 adopting the FY 2014 Operating Fund Budgets for other funds and appropriating the sums of each fund, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of FY2014 Budget, Resolution #R-13-069 adopting the FY 2014 Capital Budget and appropriating $20,300,606 for the City Capital Projects Fund; $4,358,460 for the School Capital Projects Fund; $2,200,000 for the Airport Capital Projects Fund; $3,471,254 for the Water Capital Projects Fund; $4,800,000 for the Sewer Capital Projects Fund; and $550,000 for the Stormwater Capital Projects Fund, laid over from the May 14, 2013 meeting, was again presented and read, and on motion of Council Member Foster, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of School – Board, a public hearing was held regarding City Council Report #17 receiving input from citizens regarding appointments (or reappointments) to vacancies that will exist June 30 in each of the three (3) School Board representational districts. Mayor Gillette read into the record the names of five new volunteers in School District III, Michael E. Baer, Stephen Burkett, Michael Nilles, Francisco Diaz and Isabella A. Thompson. The following candidates spoke before City Council to communicate their interest and present their credentials and qualifications to serve on the School Board – Michael E. Baer, Stephen Burkett, Michael Nilles and Francisco Diaz. District 1 – Christopher Shearer spoke again stating his reasons and qualifications for this position. One individual spoke in support of Christopher Shearer. Two individuals spoke in support of Michael E. Baer. Mayor Gillette stated that Eyvonne H. Green had withdrawn her application. There was no one else present who wished to speak to this item. Mayor Gillette asked Council if they would like to continue the public hearing to June 11 and make appointments on June 25 or if they would like to close the public hearing and schedule interviews.

On motion of Council Member Cary, seconded by Council Member Perrow, Council by the following recorded vote closed the public hearing and scheduled interviews:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette 7
Noes: 0

// In the matter of Health Department, a public hearing was held regarding City Council Report #18 approving the exchange of City owned property located at 1900 Thomson Drive, consisting of approximately 2.476 acres and including a 42,514 square foot building that currently houses the Lynchburg Health Department, to Centra Health in exchange for property owned by Centra Health, located at 901 Lakeside Drive, consisting of approximately 3.944 acres and including a 37,040 square foot building that will be renovated by Centra Health, at its expense, to house the Lynchburg Health Department. Mayor Gillette stated he had a contract with Centra Health which is a conflict of interest and he would not be discussing or voting on this item. Vice Mayor Johnson proceeded with this item.

City Manager Kim Payne gave an overview of the request to approve the exchange of City owned property located at 1900 Thomson Drive in exchange for property owned by Centra Health located at 901 Lakeside Drive. One individual from Centra Health spoke in support of the transaction. There was no one else present who wished to speak to this item, and the public hearing was closed. During Council discussion several concerns were raised 1) why can't the City sell the property instead of exchanging the property, 2) what is our obligation to the Health Department, 3) the building would be tax exempt – no net gain, 4) 42,000 square foot building space, 5) what would be the tax status for Centra Health and 6) a win/win situation; no problem. It was the consensus of Council to postpone this item until the June 11 Council meeting. On motion of Council Member Nelson, seconded by Council Member Helgeson, Council by the following recorded vote agreed to postpone this item until the June 11 Council meeting:

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

// In the matter of City Council, Robert W. T. Short, Sr. spoke before Council regarding Monument Terrace and adding monuments to those who served in the Gulf, Iraq, and Afghanistan wars (Operation Desert Storm, Operation Iraqi Freedom, Operation New Dawn and Operation Enduring Freedom).

// In the matter of FY2014 Budget, Resolution #R-13-057 adopting the FY 2014 General Fund Operating Budget (excluding External Service Providers and Component Units expenditures) and appropriating $189,444,488 for this budget, laid over from the May 14, 2013 meeting, was again presented and read. Council Member Helgeson stated he would not support this item and a plan needs to be developed to tighten up our expenses and have more for tax payers. On motion of Council Member Perrow, seconded by Council Member Foster, Council by the following recorded vote adopted the Resolution:

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

// Council Member Nelson stated his wife is a school Principal but that fact would not impair his unbiased judgment in consideration of this item.

Vice Mayor Johnson stated the following regarding his position as a part-time employee teaching the G.E.D. program at Blue Ridge Jail for adult education, "I do not have a conflict of interest and I am allowed to vote on this matter". He also mentioned that a copy prepared by the City Attorney is available in the Clerk's office.

// In the matter of FY2014 Budget, Resolution #R-13-066 adopting the FY 2014 School Operating Budget and appropriating $92,964,218 for this budget, laid over from the May 14, 2013 meeting, was again presented and read. Council Member Cary stated the $3.4 million in additional funds for the next fiscal year included a 2% raise for all school employees, which is long overdue. He further stated that he disagrees with the allocation or truancy officials (11 positions) as it is not instructionally related and will likely have little impact on reducing truancy and enhancing school security and for that reason he is compelled to vote no on this budget. Council Member Helgeson stated the $3.6 million increase in the school budget adds additional tax burdens on the citizens. He expressed concern with these additional tax burdens when the schools are losing students but seeking funds for hiring. Council Member Helgeson urged Council to reconsider their vote and vote against this item. On motion of Vice Mayor Johnson, seconded by Council Member Foster, Council by the following recorded vote adopted the Resolution:

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

// In the matter of 2014 Budget, a Resolution was considered on the amended FY 2014 – 2018 Capital Improvement Program Budget and on motion of Council Member Turner, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted Resolution #R-13-072, as presented, regarding the FY 2014 – 2018 Capital Improvement Program:

Ayes: Cary, Foster, Helgeson, Johnson, Nelson, Perrow, Gillette	7
Noes:	0

// City Attorney Walter Erwin gave a briefing regarding The Vue at Cornerstone. Mr. Erwin explained these remarks reflect the concerns raised by the residents of Cornerstone. The items that were discussed are as follows:

- Guiding Principals
- Apartments, Dormitory or Rooming Houses
- Maine lawsuit
- Fair Housing Act
- Uniform Statewide Building Code
- Where Do We Go From Here?

Mr. Erwin began his presentation by stating that staff did not expect the decision that the facilities in question are apartments and not dormitories or rooming houses would satisfy everyone and the concerned citizens from Cornerstone will want to know what they can do next. With tonight's presentation City Council has fulfilled its role in this matter. When it comes to zoning matters, the State Code assigns different roles and responsibilities to the different divisions of government. City Council's role is to adopt the zoning and to initiate amendments to the zoning ordinance. The State Code assigns the responsibility for interpreting and enforcing the zoning ordinance to the zoning administrator. It was certainly appropriate for Council to hear and listen to concerns expressed by citizens from Cornerstone and to ask staff for a report. However, if some citizens are not satisfied with staff's decision and wish to pursue this matter further, their next step is to ask the zoning administrator for an official interpretation of the zoning ordinance on this issue. If anyone disagrees with the zoning administrator's interpretation, one can appeal it to the Board of Zoning Appeals. Anyone not satisfied with the Board of Zoning Appeals' decision can appeal the decision to the circuit court and finally, to the Virginia Supreme Court.

// The meeting was adjourned at 9:50 P.M.

____

Clerk of Council

From: Alex Johnston <alexjhuddleston@gmail.com>
To: valeria.chambers@lynchburgva.gov
Date: 06/17/2013 10:56 AM
Subject: Request to speak before council

Mrs. Chambers,
I would like to speak to council about the Safe Haven Alliance Baby Protection program at the June 25, 2013 council meeting.

The National Safe Haven Alliance (NSHA) supports states' efforts to prevent infanticide and newborn abandonment through safe-haven relinquishments. NSHA is dedicated to reaching these women and encouraging them to make the right choice for themselves and their babies, whether it is a safe-haven relinquishment, adoption, or parenting.
(http://www.nationalsafehavenalliance.org/about.php)

The Virginia Safe Haven Law provides that:
You can leave your baby, up to 14 days old, with an employee at any hospital emergency room or an emergency medical rescue squad in Virginia.

I would like to recommend that these safe haven signs be purchased for the City of Lynchburg. Attached is the order form with sample prices as well as a flyer from the National Safe Haven Alliance with sample photos of signs displayed in other cities.

Time permitting, I would like to share this story with council to show the impact that the Safe Haven program can have on our city:

Baby Zoë

http://www.nationalsafehavenalliance.org/images/press/zoe1.jpg

My name is Zoë, and this is my story...

My story began sometime in 2004 when my birth mom became pregnant. Many mommies rejoice at the news of a pregnancy. Mine didn't. I don't know all the reasons, but I do know that she had at least one other child and wasn't in a position to have another one.

As her pregnancy advanced, my birth mom knew that she could not keep me. She was scared and hungry, and began to think through her choices. She could have tried to raise me. She could have had an abortion. She could have set me out on the street after I was born.

This is where all of you become a part of my story. Because of you, she had another choice. Because of you and your efforts, the Safe Haven Law existed – and my birth mom knew about it.

She made a courageous and loving decision. She birthed me at home. Then she dressed me in a size 6 diaper and carried me safely in her arms to the hospital emergency room.

She handed me to a police officer and said: "I can't do this. I can't take care of this baby". She told the officer when I was born. Then she took her other son and left.

First the doctor examined me and certified me healthy – and hungry! The hospital staff found me a tee shirt and a blanket and best of all, formula! And while all this happened, the phone calls began. The hospital notified the Department of Children and Family Services. DCFS called the adoption agency. The agency called my forever family – and completed their family. Less than 10 hours elapsed from the time that my birth mom brought me to safety at the hospital and my adoptive family wrapped their arms around me. My future is bright!

THANK YOU for all your hard work on the Safe Haven Law. Your work saved my life, gave me a future, gave my birth mom peace, and brought my adoptive family great joy.

Sincerely,

Alex Johnston - Hospital Ambulance signs.pdf - Phone Sign for Fire House.pdf - sign_orderform.pdf


23 57
AMBULANCE
NASSAU COUNTY
POLICE


Safe Babies • Safe Place
Safe Haven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Safe Babies • Safe Place
Safe Haven


AMBULANCE
NASSAU COUNTY POLICE
2357
POLICE


NASSAU COUNTY POLICE


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MIDDLE ISLAND
RIDGE F.D. AMBULANCE
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AMBULANCE
4968


NCDPW
Safe Babies • Safe Place
Safe Haven


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19
CENTRAL ISLIP HAUPPAUGE
VOLUNTEER AMBULANCE


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Safe Babies • Safe Place
Safe Haven

If you have a baby you want to place in the Safe Haven Program

1: Please pick up the phone.
2: Someone will give you instructions.
3: Someone will come for the baby.
4: You will remain anonymous.

Si usted tiene un Bebe que quiere entrgar al Programa de Safe Haven

1: Por favor levante el Telefono
2: alguien le dara instrucciones a usted.
3: alguien vendra por el Bebe
4: todo sera Confidencial

National Safe Haven Alliance
Baby Safe Haven Project

Baby Safe Haven™

National Sign Order Form

Product Order Information

Signs are consistent with US Transportation Highway Standards and are 80 gauge White EG Reflective Aluminum

_____ Standard Sign 18x18 with the English wording "Safe Babies Safe Place Safe Haven" @ $30 per sign plus shipping/handling

_____ Specialized Sign. Adds the following wording to Standard Sign
"Only when Staff Members are Present" @ $35 plus shipping/handling

_____ Spanish Signs ($2 more per sign) Indicate quantity of _____ Standard and/or _____ Specialized Sign

_____ Custom Signs *We can design and print signs for your state free of charge.
You will only pay the cost of the sign plus shipping and handling.

Ordering and Billing Information

Organization Name ______________________________

Contact Name ______________________________

Shipping Address ______________________________

Shipping City, State ZIP ______________________________

Phone ______________________________
please circle: main work line/direct line/cell phone Fax

Email ______________________________
Website

Payment Method

_____ Please bill me

_____ Check enclosed

_____ Credit Card Payment Please circle VISA / MasterCard/ AMEX

Name on Card ______________________________
If paying by credit card, please indicate if the address listed above is different from the credit card billing address.

Card Number ______________________________
Expiration Date

Signature ______________________________

A financial subsidy is available for those who can demonstrate inability to pay for signs. An application and waiver will need to be signed to qualify. If interested please indicate by checking here. ☐

Fax completed form to 703-649-3617 to order.

National Safe Haven Alliance • 120 N. Lee Street, Suite 105 • Falls Church, VA 22046 • Tel: 571-228-7757

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: 11

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Community Park Investment Funds- Wyndhurst Association**

RECOMMENDATION: Parks and Recreation recommends that $10,000 of the Community Park Investment Fund, Capital Improvement Program for FY 2013 be allocated to assist the Wyndhurst Association in making improvements to City infrastructure along Enterprise Drive. Community Park Investment Funds are appropriated in the Capital Improvement Program and the specific projects require Council approval.

SUMMARY: The Wyndhurst Association has requested assistance from City staff to make improvements to City owned streets and to support neighborhood events.

The Community Park Investment Funds will be used specifically to improve Enterprise Drive by adding benches and trash cans, and replacing banners. The Wynhurst Association has raised matching dollars and will use the matching funds to improve privately held streets and open space, and to organize community events.

The Wyndhurst neighborhood lacks public parks and presents few opportunities to invest in public recreation spaces. Enterprise Drive is heavily used by walkers and runners and can easily be viewed as a linear park and recreation space. An investment of Community Park Investment Funds will improve the pedestrian and recreation experience, improve City infrastructure and contribute to the positive indentity of the neighborhood. The City investment will be matched by Association funds to extend the improvements throughout the neighborhood.

Community Park Investment Funds are appropriated and available. Currently $79,181 is available in the capital fund.

PRIOR ACTION(S): None

FISCAL IMPACT: $10,000, Community Park Investment Funds, Capital Improvement Program, FY 2013, funds are appropriated.

CONTACT(S): Kay Frazier, 455-5868

ATTACHMENT(S): Community Park Investment Fund, CIP, FY 2013-2017, page 64; Request Letter from the Wyndhurst Association, June 6, 2013; Resolution

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED THAT the Lynchburg City Council hereby allocated $10,000 from the Community Park Investment Funds included in the FY 2013 Capital Improvement Program to assist the Wyndhurst Association in making improvements to City infrastructure along Enterprise Drive.

Adopted:

Certified: ______________________________
Clerk of Council

094K

SERVICE AREA
Parks and Recreation

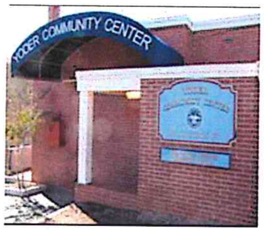
DEPARTMENT
Parks and Recreation

LOCATION
Various

PROJECT TITLE/PROJECT NUMBER
COMMUNITY PARK INVESTMENT FUND/ P0089

PROJECT TYPE
New

DEPARTMENT PRIORITY
Project required to support important but not essential services
Project contributes to generation of new revenue



PROJECT DESCRIPTION
Funding to be used in combination with community funds to improve parks, centers, and trails throughout the City.

RELATIONSHIP TO COMPREHENSIVE PLAN
Chapter 13, Page 7, Goal 4, Objective 4.B: Explore alternative funding methods for Parks and Recreation.

PROJECT MANAGER(S)
Kay Frazier, Director of Parks and Recreation

PROJECT START DATE Continuing
PROJECT COMPLETION DATE Continuing

COMPLETION SCHEDULE

Activity	Complete - Quarter
Consultant Engineering	Continuing
Construction	Continuing
Miscellaneous	Continuing

OPERATING BUDGET IMPACT (OVERALL OPERATING EXPENSES & PROJECTED STAFFING REQUIREMENTS):
Unknown at this time.

FIVE YEAR PROPOSED PROJECT **APPROPRIATIONS** BY SUB-PROJECT

Sub-Projects	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Program Period Estimate
Consultant Engineering	7,500	7,500	7,500	7,500	7,500	$37,500
Construction	57,000	57,000	57,000	57,000	57,000	$285,000
Miscellaneous	10,500	10,500	10,500	10,500	10,500	$52,500
TOTAL	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$375,000**

TOTAL PROJECT COST

TOTAL PRIOR APPROPRIATIONS THROUGH 9/30/11	FY 2013-2017 APPROPRIATIONS	BEYOND FY 2017 APPROPRIATIONS	TOTAL PROJECT APPROPRIATIONS
Continuing	$375,000	Continuing	**Continuing**

FIVE YEAR PROPOSED PROJECT **EXPENDITURE CASH FLOW PROJECTIONS** BY SOURCE OF FUNDING

Funding Source	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Program Period Total
Local: Pay-As-You-Go	75,000	75,000	75,000	75,000	75,000	$375,000
TOTAL	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$375,000**

SOURCES OF PROJECT FUNDING FY 2013 - 2017 (%): LOCAL = 100% STATE = 0% FEDERAL = 0% OTHER = 0%

June 6, 2013

Dear Ms. Frazier,

The Wyndhurst Association would like to apply for the Parks and Recreation Community Investment Matching Fund in the amount of $10,000.

Wyndhurst has secured the necessary matching funds and is ready to move forward in making a positive change in Wyndhurst. This money will allow Wyndhurst to get some solutions in place that have been otherwise impossible to address on our own.

We will use the $10,000 we raised to plan community events that will draw people into Wyndhurst. Events that have been discussed are a sidewalk art show, Friday cheers type event and/or a family fun day like Wyndhurst use to have; Wyndfest. As well as events, we are planning infrastructure improvements all around Wyndhurst by adding trash cans, benches and dog bag kiosks along with beautification plans of potted flowers or hanging baskets along Enterprise drive.

Thank you for considering Wyndhurst to receive these funds.

Sincerely,
Jen D'Orio
Wyndhurst Association President

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: **12**

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Pierce Street State/National Historic District Nomination Grant Appropriation**

RECOMMENDATION: Adopt a resolution to amend the FY 2014 City Federal State Aid Fund budget and appropriate $11,500 with resources in the amount of $8,950 from the Virginia Department of Historic Resources (VDHR) and $2,550 transferred from the General Fund Community Development budget to prepare a State/National Historic District nomination for historically significant structures within and adjacent to the Pierce Street Renaissance District.

SUMMARY: The Department of Community Development is requesting an appropriation of $11,500, with $8,950 reimbursable from VDHR, to prepare a State and National Historic District nomination request. The nomination would be submitted to VDHR and the National Parks Service to consider listing historically significant structures within and around the Pierce Street Renaissance District on the State and National Historic Registers. The Pierce Street Renaissance District is the only one of eight (8) locally designated historic districts not listed within the State and National Historic Registers. The State/National designation would make local property owners eligible to apply for Federal and State Rehabilitation Tax Credits.
City Code Section 35.1-44.1, Historic Districts, already provides for the review of alterations affecting those historic districts and properties within the Pierce Street Renaissance District by the City's Historic Preservation Commission. The listing of any structure within the State or National Historic Register would not create any additional restrictions on a property unless the owner (i) decides to voluntarily donate historic easements to the Commonwealth of Virginia; (ii) participates in the state/national tax credit program; or (iii) accepts a federal or state rehabilitation grant.

Property owners within an area listed on the State and National Historic Register are potentially eligible for Federal and State Rehabilitation Tax Credits. A study conducted in 2007 (and updated in 2010) concluded that since the state tax credit program's inception in 1997, it has spurred private investment of approximately $1.5 billion in the rehabilitation of more than 1,200 landmark buildings.

On September 11, 2012, City Council approved a grant to complete a preliminary information form inventory of the historically significant structures within and around the Pierce Street Renaissance District.

A $2,550 local match is required for the grant; funds would be designated from the Department of Community Development's Planning Division budget to provide the required match.

PRIOR ACTION(S): Finance Committee June 25, 2013

FISCAL IMPACT: The required local match of $2,550 is available for transfer from the FY 2014 General Fund Community Development budget.

CONTACT(S): Kent White, Director of Community Development, 455-3900; Tom Martin, City Planner, 455-3909; Kevin Henry, Planner II, 455-3915

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2014 City Federal State Aid Fund budget is amended and $11,500 is appropriated with resources of $8,950 from the Virginia Department of Historic Resources and $2,550 transferred from the General Fund Community Development budget to prepare a State/National Historic District nomination for historically significant structures within and adjacent to the Pierce Street Renaissance District.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

093K

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: 13

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

ACTION: **X** INFORMATION:

ITEM TITLE: **2013 Edward Byrne Memorial Justice Assistance Grant (JAG)**

RECOMMENDATION: Approve the submittal of an application for the 2013 Edward Byrne Memorial Justice Assistance Grant in the amount of $40,753 with resources from a Edward Byrne Memorial Justice Assistance Grant to purchase Body Mic Transmitters, Cradles, and in car DVR systems; a high capacity printer; and six tasers.

SUMMARY: The City of Lynchburg is eligible to receive $40,753 in Edward Byrne Memorial Justice Assistance Grant (JAG) funding. Funding will be utilized to purchase Body Mic Transmitters, Cradles and in car DVR systems for the Police Department ($31,924), a high capacity printer for the Office of the Commonwealth's Attorney ($3,740), and six (6) tasers for the Sheriff's Department ($5,089). Total equipment cost is $40,753, which is fully reimbursable by the grant. No local matching funds are required.

The grant requirements stipulate the governing body must approve the application.

PRIOR ACTION(S): June 25, 2013 Finance Committee

FISCAL IMPACT: None, no local match is required.

CONTACT(S): Police Chief Parks Snead, 455-6104
Captain Ryan Zuidema, 455-6052

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED THAT The Lynchburg City Council hereby authorizes the submission of an application for a 2013 Edward Byrne Memorial Justice Assistance Grant in the amount of $40,753 to purchase Body Mic Transmitters, Cradles, and in car DVR systems; a high capacity printer; and six tasers.

Adopted:

Certified: ______________________________
Clerk of Council

091K

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: 14

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Shelter Plus Care Grant Renewal**

RECOMMENDATION: Adopt a resolution to amend the FY 2013 City/Federal/State Aid Fund budget and appropriate $108,358 with resources from the U.S. Department of Housing and Urban Development (HUD) and the Division of Social Services to provide 10 units of tenant-based rental assistance and associated supportive services.

SUMMARY: The City has received a Shelter Plus Care renewal grant award in the amount of $98,358 from the U.S. Department of Housing and Urban Development (HUD). The overall goal of this grant is to identify homeless persons, ready for permanent housing, and offer additional time, financial assistance and services to reinforce their own resources, skills and motivation to live independently and achieve self-sufficiency.

With the annual renewal grants issued since Fiscal Year 2010 the City, as grant recipient, in conjunction with Lynchburg Neighborhood Development Foundation (LNDF) has been coordinating this program to provide Tenant-Based Rental Assistance to 10 eligible homeless persons and/or households who are prepared to enter into permanent housing. Participation in the program is conditional on continuing appropriate services, such as counseling, medications, and rehabilitative programs. LNDF will provide supportive services needed, and continue to engage local property owners to work with the program so that appropriate housing is available to the participants that are currently in the Shelter Plus Care Program.

The Division of Social Services, through contractual services within their FY 2013 budget, will be providing $10,000 for the supportive services component of this grant.

PRIOR ACTION(S): June 25, 2013: Finance Committee

FISCAL IMPACT: Funding in the amount of $10,000 from the Division of Social Services for supportive services.

CONTACT(S): Bonnie Svrcek, Deputy City Manager, 455-3987
Melva Walker, Grants Manager, 455-3916

ATTACHMENT(S): Resolution
Shelter Plus Care Grant Award Letter

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2013 City/Federal/State Aid Fund budget is amended and $108,358 is appropriated with resources of $98,358 from the U.S. Department of Housing and Urban Development (HUD) to provide 10 units of tenant-based rental assistance; and $10,000 from the Division of Social Services for associated supportive services.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

100K

U. S. Department of Housing and Urban Development
Community Planning and Development Division
Richmond Field Office
600 E. Broad Street, Floor 3
Richmond, VA 23219-1800
1-800-842-2610

MAY 20 2013

Ms Melva Walker
Grants Manager
City of Lynchburg
900 Church Street
Lynchburg, VA 24504

SUBJECT: Processing Your FY2012 Continuum of Care (CoC) Grant Agreement
Shelter Plus Care–City of Lynchburg
Grant Number: VA0139L3F081204

Dear Ms Sommers:

Congratulations on the final selection of the City of Lynchburg for renewal grant funding under the FY2012 Continuum of Care (CoC) program. All conditions attached to your award for this project have been met or are in process of being met. This one year award will continue to support your program previously funded by HUD in FY 2011, further contributing to our national effort to end homelessness.

The operating start date of the Renewal Grant is 1 Mar 2013 (eligible expenses incurred on or after this date through 28 Feb 2014 may be reimbursed through the grant).

Upon execution of the Renewal Grant Agreement by you and HUD, HUD will obligate the total funds for this project in the amount of $98,358.00 allocated as follows:

1.	Grant for operating	$00.00
2.	Grant for supportive services	$00.00
3.	Grant for long-term rental assistance	$90,230.00
4.	Grant for HMIS	$00.00
5.	Grant for administration	$8,128.00

RECEIVED

MAY 24 2013

COMMUNITY DEVELOPMENT

I enclose three copies of the Grant Agreement that constitute the agreement between the City of Lynchburg and HUD. Please sign all three copies and return them to this office within two weeks of receipt of this letter. When they are received, HUD will sign and execute them and return one to you. HUD will generate a new Voice Response Number for your renewal grant and send it to you under separate cover.

Please note that your grant cannot begin and HUD cannot disburse any funds to you for this project until the Grant Agreement is fully executed.

If you have any questions, please call me at (804) 822-4831. Staff requiring technical assistance should contact Dr. P. Anthony Brinkman at (804) 822-4827. We look forward to working with you toward the successful continuation of your Continuum of Care (CoC) project.

Sincerely,

Ronnie J. Legette
Director

Enclosures

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 25, 2013** AGENDA ITEM NO.: 15

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

ACTION: X INFORMATION:

ITEM TITLE: **Appropriation for Heritage High School Related Activities**

RECOMMENDATION: Adopt a resolution to amend the FY 2014 Schools Capital Fund budget and appropriate $1,185,000 with resources from the General Fund Heritage High School Committed Fund Balance for activities related to the Heritage High School Construction Project.

SUMMARY: As discussed at the May 14, 2013 City Council meeting, the Proposed FY 2014-2018 Capital Improvement Program (CIP) includes the Heritage High School (HHS) Project with a FY 2015 appropriation of $83.25 million. Prior appropriations total $3.48 million, resulting in proposed total project appropriations of $86.73 million. This $1.185 million appropriation is not in addition to the $86.73 million but allows for the following activities to be funded as decisions on design continue:

$675,000 for property acquisition and appraisals
$ 90,000 for surveys
$ 20,000 for architect reimbursable
$400,000 for engineering and construction services, including value engineering

PRIOR ACTION(S): Numerous.

FISCAL IMPACT: Use of General Fund Heritage High School Committed Fund Balance

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED that the FY 2014 Schools Capital Project Fund budget is amended and $1,185,000 is appropriated with resources from the General Fund Heritage High School Committed Fund Balance for activities related to the Heritage High School Construction Project.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

092K