

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 2

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

CLOSED SESSION:
(Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Redistricting – Ward and Precinct Boundaries**

RECOMMENDATION: Conduct informational meetings concerning proposed changes to the boundaries of the City's wards and voting precincts. Authorize the scheduling of the requisite public hearing.

SUMMARY: On May 5, 2011, City staff met with Councilman Johnson and Councilman Helgeson to discuss the ward boundary adjustments to Ward II and Ward III that are necessary as a result of population changes identified within the 2010 Census. Guidelines for redistricting advise that the population for wards should be within a five percent (5%) of the ward's ideal population relative to the total population of the City. The ideal population of each ward would be eighteen thousand eight hundred and ninety-two (18,892) individuals. Boundary adjustments also cannot result in "retrogression" or a condition where the minority population does not have the same voting strength.

Table 1 indicates the current population of the City's four (4) wards, the adjustments necessary to meet +/- five percent (5%) deviation guideline and the current percentage of the minority population:

Existing Ward Population

Ward	Total Population	Minimum Necessary Adjustment	Minority Population
I	18,481	N/A	21.69%
II	15,167	+ 2780	73.74%
III	22,129	- 2292	29.12%
IV	19,791	N/A	26.56%
17,947		18,892	19,837
-5% of Ideal		Ideal	+5% of Ideal

Table 1

For Ward II and Ward III to be in compliance with the +/- five percent (5%) guideline, Ward II would require a minimum population increase of two thousand seven hundred eighty (2,780) individuals while Ward III would require a minimum population decrease of two thousand two hundred ninety-two (2,292) individuals. To achieve this +/- five percent (5%) guideline, the attached scenario identifies the possibility of moving seven hundred sixty-one (761) residents from the area east of Wadsworth, Lancaster and Callaham Streets that are currently within Ward III, Precinct III-1 to Ward II, Precinct II-2. (**See Attached Detail Map 1**) The scenario also identifies the possibility of moving two thousand twenty-four (2,024) residents currently in Ward III, Precinct III-2, to Ward II which would create the new Precinct II-4. (**See Attached Detail Map 2**) Table 2 indicates the population of the City's four (4) wards and minority population under the proposed scenario:

Proposed Ward Population

Ward	Total Population	Minority Population
I	18,481	21.69%
II	17,952	69.45%
III	19,344	26.67%
IV	19,791	26.56%
17,947	18,892	19,837
-5% of Ideal	Ideal	+5% of Ideal

Table 2

In addition to the changes to the precincts listed above, a portion of Precinct III-4 would be used to create a new precinct with the designation III-2. The proposed Precinct III-2 would contain the area south of Candler's Mountain Road and east of the Norfolk Southern Railroad. This new precinct would serve the Liberty University Area and substantially reduce the number of voters at Heritage Elementary. An appropriate polling place would need to be selected. **(See Attached Detail Map 3)**

The newly adopted State Senate Boundary currently splits Ward I, Precinct I-1. It is proposed that the northern portion of Precinct I-1 be combined with Precinct I-2. **(See Attached Detail Map 4)** The attached "Registered Voters By Precinct" table lists the current and proposed registered/active voters by precinct. **(See Attached Table "Registered Voters by Precinct")**

The Electoral Board has reviewed the proposed changes and is in agreement with them. A representative of the Electoral Board will be in attendance during Council's work session to answer any questions.

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S): Kim Payne, City Manager – 455-3990
Walter Erwin, City Attorney – 455-3973
Tom Martin, City Planner -- 455-3900
Shaun Conway, GIS Specialist I -- 455-3946

ATTACHMENT(S):

- Overview Map
- Detail Map 1
- Detail Map 2
- Detail Map 3
- Detail Map 4
- Table Registered Voters by Precinct

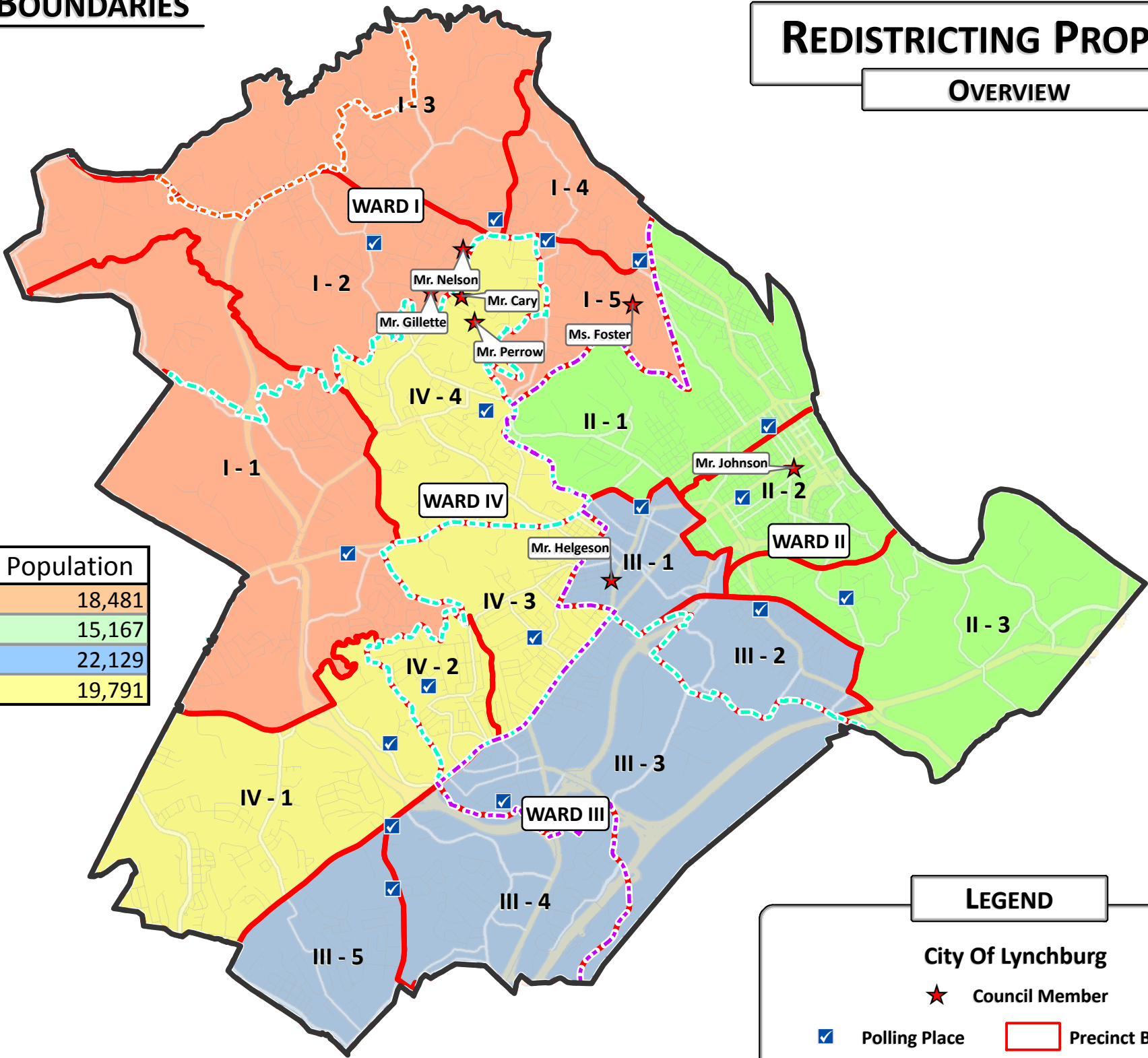
REVIEWED by: lkp

091I

CURRENT BOUNDARIES

REDISTRICTING PROPOSAL
OVERVIEW

Ward	Population
Ward I	18,481
Ward II	15,167
Ward III	22,129
Ward IV	19,791



LEGEND

City Of Lynchburg

- ★ Council Member
- ☑ Polling Place
- ▭ Precinct Boundary
- ▭ WARD I
- ▭ WARD II
- ▭ WARD III
- ▭ WARD IV

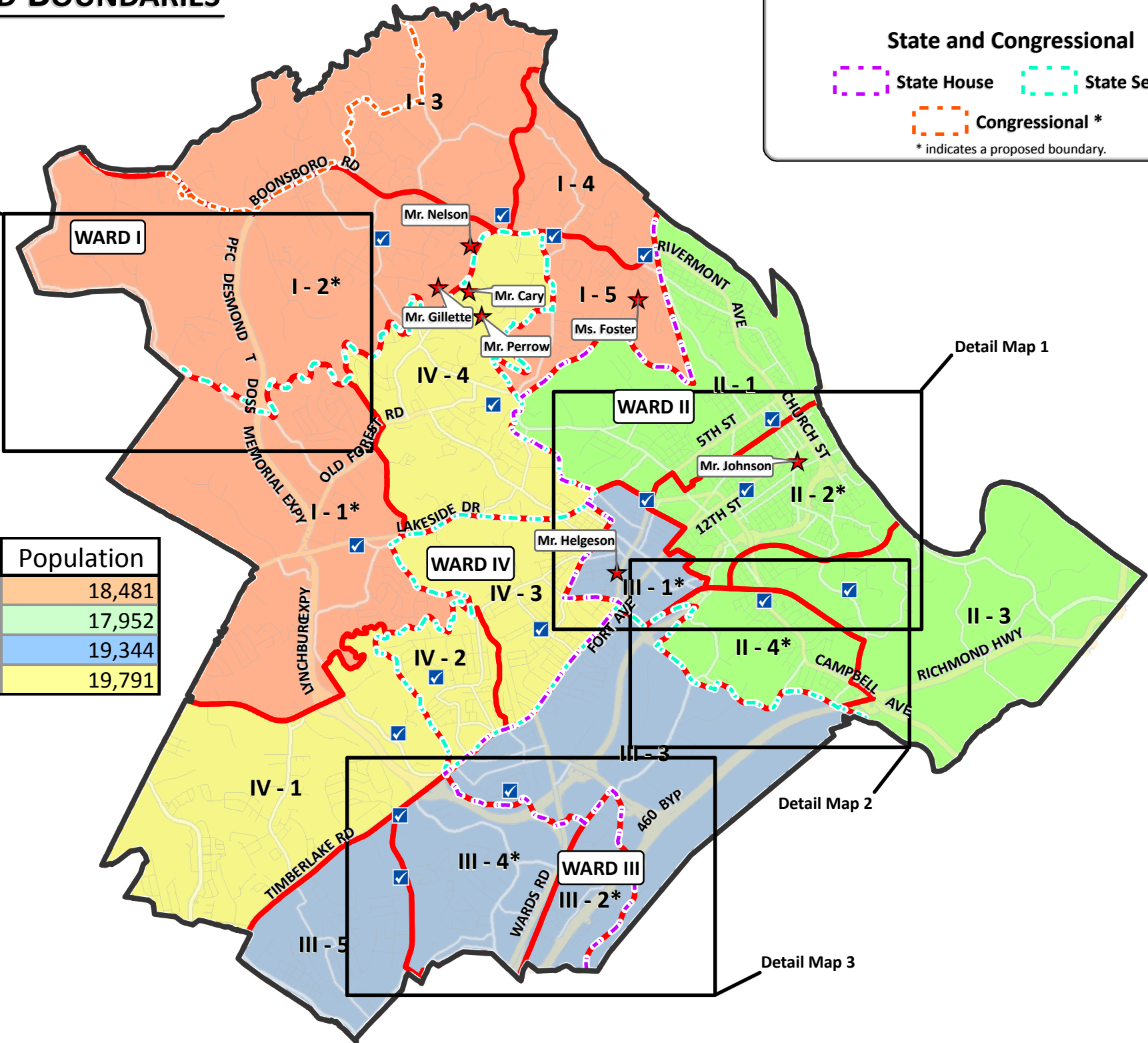
State and Congressional

- ▭ State House
- ▭ State Senate
- ▭ Congressional *

* indicates a proposed boundary.

PROPOSED BOUNDARIES

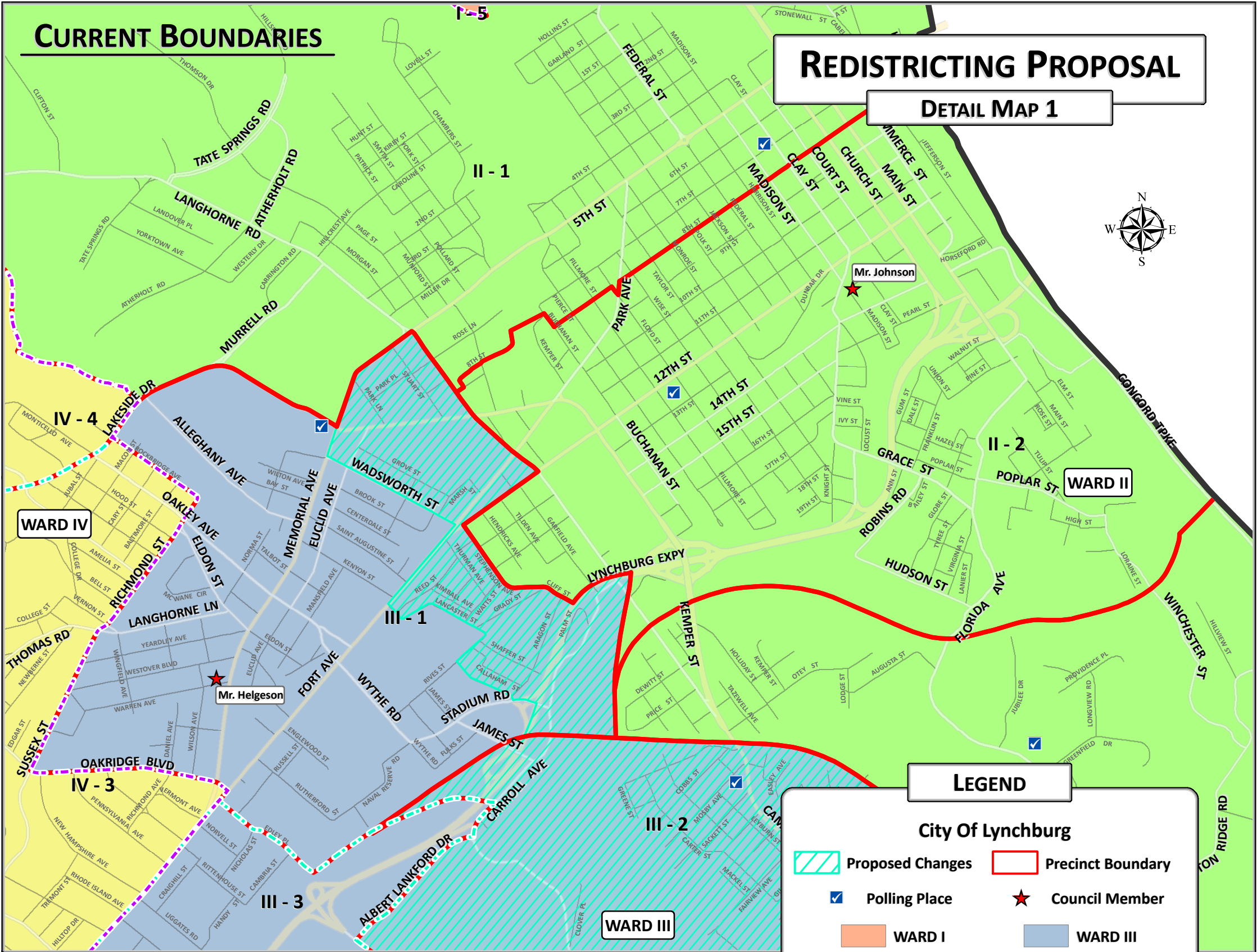
Ward	Population
Ward I	18,481
Ward II	17,952
Ward III	19,344
Ward IV	19,791



CURRENT BOUNDARIES

REDISTRICTING PROPOSAL

DETAIL MAP 1



LEGEND

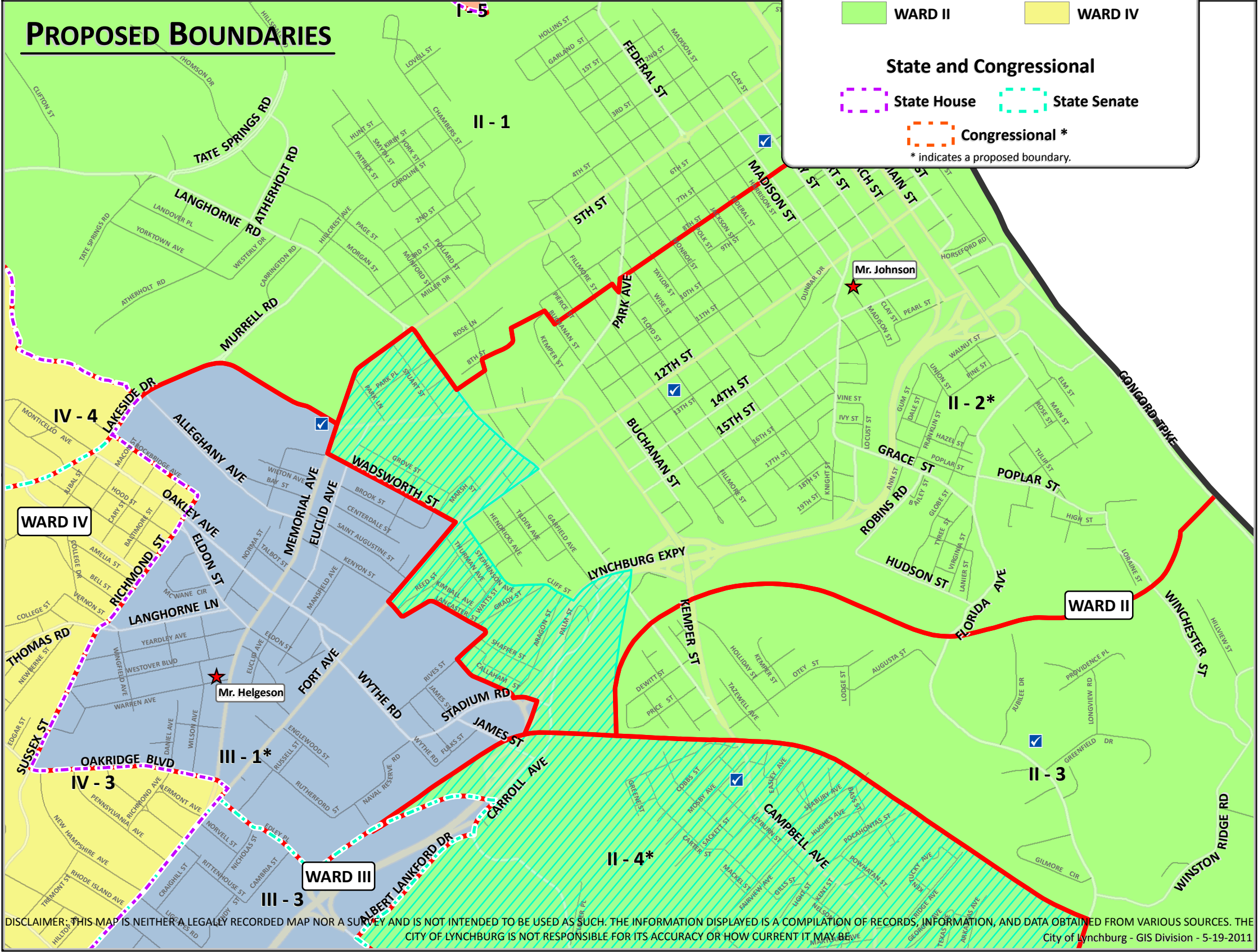
City Of Lynchburg

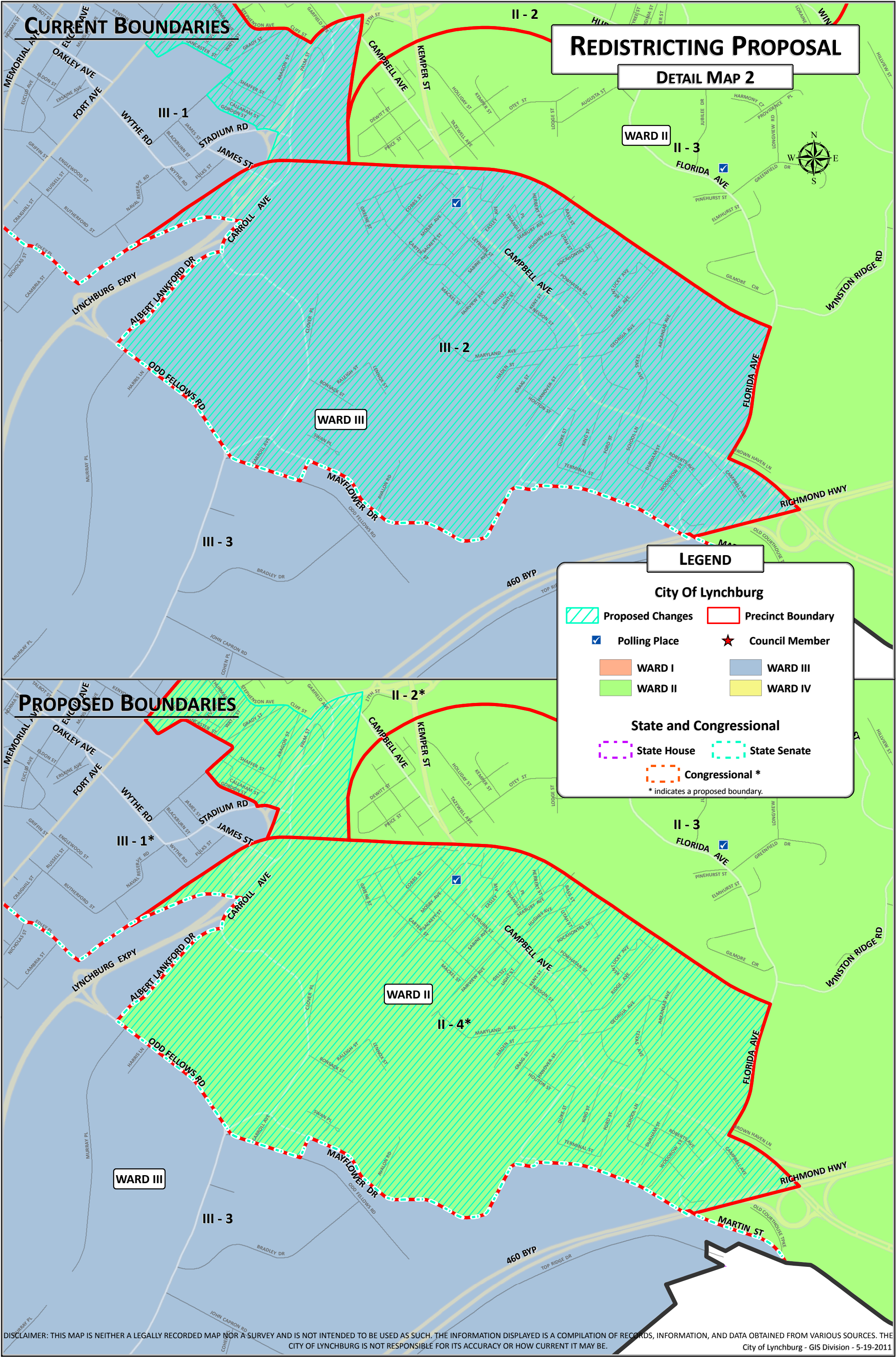
- Proposed Changes
- Precinct Boundary
- Polling Place
- Council Member
- WARD I
- WARD II
- WARD III
- WARD IV

State and Congressional

- State House
 - State Senate
 - Congressional *
- * indicates a proposed boundary.

PROPOSED BOUNDARIES





CURRENT BOUNDARIES

REDISTRICTING PROPOSAL

DETAIL MAP 2

WARD II

WARD III

PROPOSED BOUNDARIES

LEGEND

City Of Lynchburg

- Proposed Changes
- Precinct Boundary
- Polling Place
- Council Member
- WARD I
- WARD II
- WARD III
- WARD IV

State and Congressional

- State House
- State Senate
- Congressional *

* indicates a proposed boundary.

CURRENT BOUNDARIES

REDISTRICTING PROPOSAL

DETAIL MAP 3

WARD IV

IV - 1

IV - 2

IV - 3

III - 3

WARD III

III - 4

III - 5

LEGEND

City Of Lynchburg

- Proposed Changes
- Precinct Boundary
- Polling Place
- Council Member
- WARD I
- WARD II
- WARD III
- WARD IV

State and Congressional

- State House
- State Senate
- Congressional *

* indicates a proposed boundary.

PROPOSED BOUNDARIES

WARD IV

IV - 1

IV - 2

IV - 3

III - 3

WARD III

III - 4*

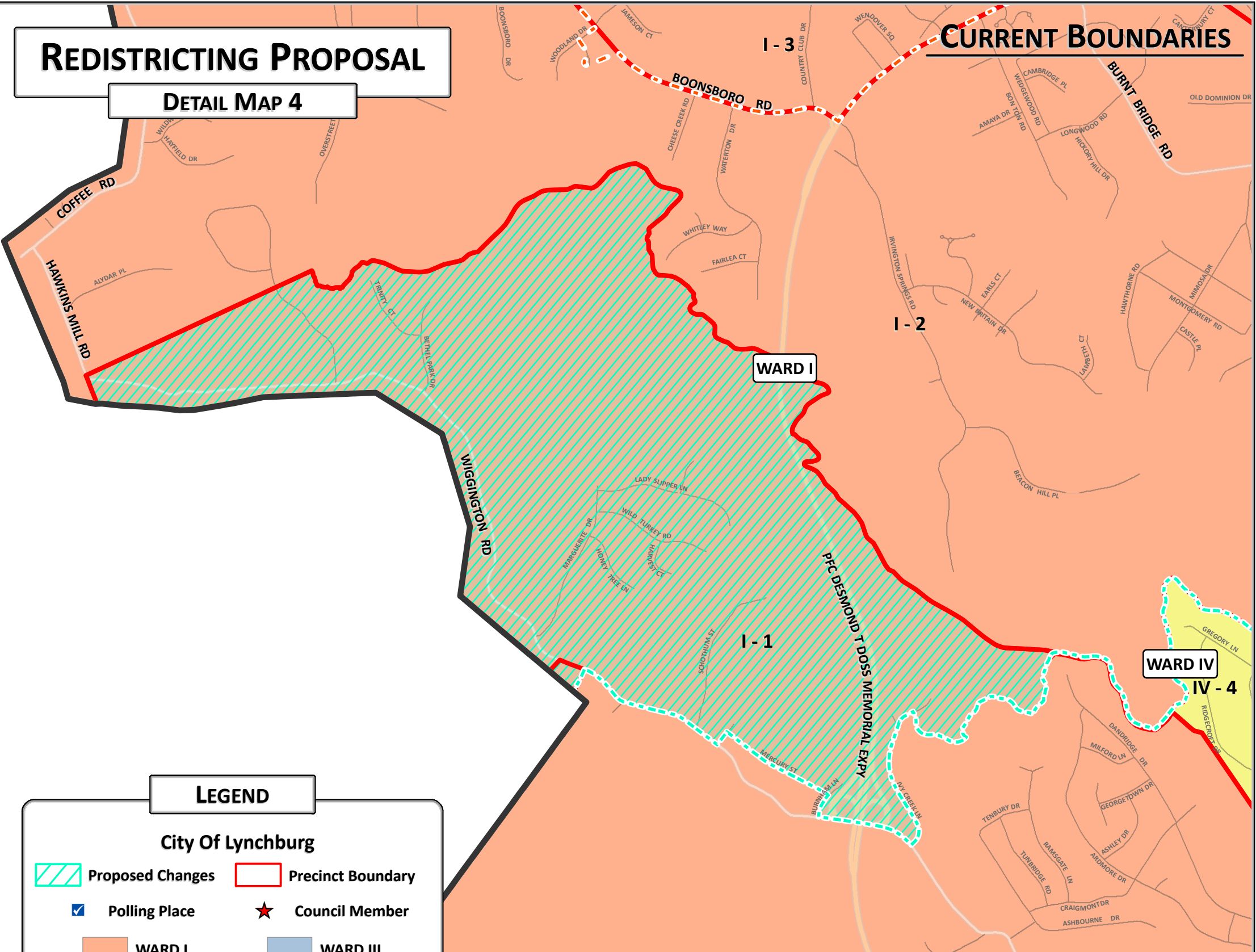
III - 2*

III - 5

REDISTRICTING PROPOSAL

DETAIL MAP 4

CURRENT BOUNDARIES



LEGEND

City Of Lynchburg

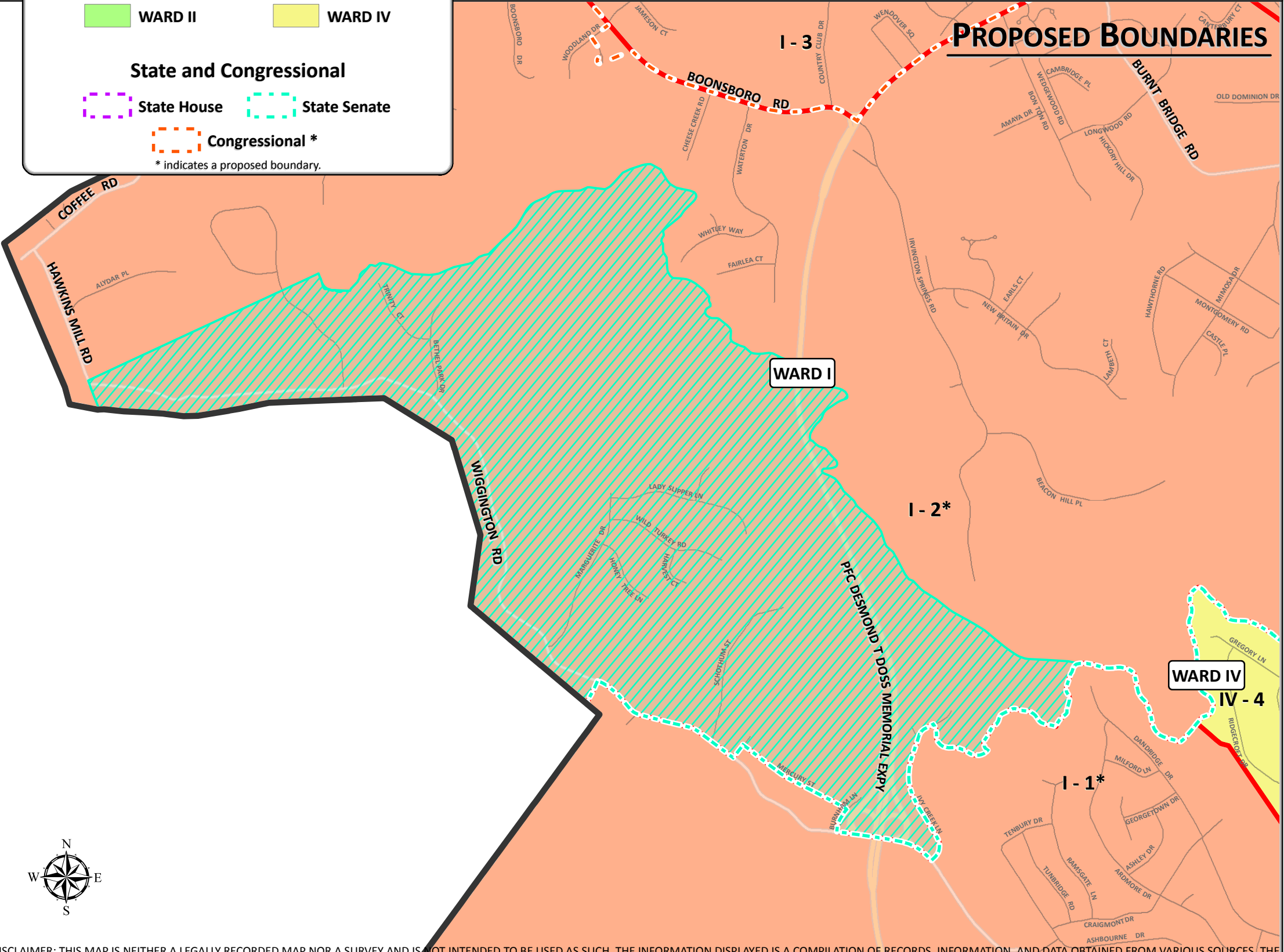
- Proposed Changes
- Precinct Boundary
- Polling Place
- Council Member
- WARD I
- WARD III
- WARD II
- WARD IV

State and Congressional

- State House
- State Senate
- Congressional *

* indicates a proposed boundary.

PROPOSED BOUNDARIES



REDISTRICTING PROPOSAL

REGISTERED VOTERS BY PRECINCT

Current			Proposed			Notes
Precinct	Registered Voters	Active Reg. Voters	Precinct	Registered Voters	Active Reg. Voters	
I - 1	4830	4647	I - 1	4386	4229	444 Voters to I - 2, 418 Active
I - 2	3101	2992	I - 2	3545	3410	444 Voters From I - 1, 418 Active
I - 3	2541	2498	I - 3	2541	2498	
I - 4	1517	1429	I - 4	1517	1429	
I - 5	1739	1674	I - 5	1739	1674	
II - 1	4393	4219	II - 1	4393	4219	
II - 2	2761	2661	II - 2	3181	3055	420 Voters from III - 1, 394 Active
II - 3	1234	1188	II - 3	1234	1188	
II - 4	N/A	N/A	II - 4	1134	1077	Was previously Precinct III - 2
III - 1	2219	2096	III - 1	1799	1702	420 Voters to III - 1, 394 Active
III - 2	1134	1077	III - 2	4122	4095	4122 Voters from III - 4, 4095 Active
III - 3	1882	1791	III - 3	1882	1791	
III - 4	5909	5798	III - 4	1787	1703	4122 Voters to newly created III - 2, 4095 Active
III - 5	2617	2527	III - 5	2617	2527	
IV - 1	3921	3749	IV - 1	3921	3749	
IV - 2	1722	1646	IV - 2	1716	1640	
IV - 3	3902	3701	IV - 3	3908	3707	
IV - 4	3301	3184	IV - 4	3301	3184	

** Registered Voter counts are currently being validated between the City GIS Division and the City Registrar's Office.

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 3

CONSENT:

REGULAR:

WORK SESSION: **X**

CLOSED SESSION:

(Confidential)

ACTION:

INFORMATION: **X**

ITEM TITLE: **Many Voices – One Community, Community Dialogue on Race & Racism Update**

RECOMMENDATION: No Action Required.

SUMMARY: In 2007, the Many Voices One Community (MVOC), Community Dialogue on Race and Racism initiative began with the leadership of a working group comprised of City employees and other leaders throughout the community. This group successfully organized over 50 study circles with over 1300 participants. As a result of the first round of study circles, action groups were formed to implement the ideas generated in study circles. In 2008, the working group transitioned to an advisory board which was endorsed by City Council to begin leading the efforts of the Community Dialogue on Race & Racism. MVOC continues to engage the community in study circles, action groups and to support organizations with similar missions as MVOC within the community. The mission of MVOC is to create a racially equitable community where race and/or ethnicity are not predictors of success in any aspect of life and where public policies, institutional practices and social structures no longer favor one group over another. MVOC is dedicated to making racial equity a reality in our community.

Assistant to the City Manager Leslie King, along with members of the MVOC Advisory Board, Gloria Preston and Everett Heath, will provide an update on recent activities of the Community Dialogue, will outline plans for future activities, and will answer questions.

PRIOR ACTION(S): N/A

FISCAL IMPACT: N/A

CONTACT(S): Leslie King, 455-4212

ATTACHMENT(S): None

REVIEWED BY: lkp

089I

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 4

CONSENT:

REGULAR:

WORK SESSION: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Council Representation on Consolidation Committee**

RECOMMENDATION: Determine the appropriate representation of City Council during further discussions of benefits consolidation between the Schools and the City.

SUMMARY: As indicated by the attached letter, the School Board has endorsed continued participation in committee discussions regarding the consolidation of health benefits. In previous discussions, a School Board Member and a City Council Member have served on the Consolidation Committee as various possibilities for consolidation or greater collaboration were explored.

It is anticipated that future discussion regarding consolidation will focus, at least in the near term, on benefits consolidation alone. As suggested by the consultant, AON Hewitt, that discussion should address a number of issues including:

- Determine operational set up such as shared position for support of ongoing program, joint benefits committee, voting structure
- Consider Rx, Stop Loss and Vision vendor consolidation
- Determine if consultant needed and if so select consultant to serve joint group
- Adopt guiding principals, goals and focus
- Develop long-term strategic plan
- Commence implementation of long-term strategic plan
- Launch competitive bidding of benefits and wellness vendors and conduct negotiations
- Develop communications program for employee population

Which of the above tasks are more appropriately handled at the staff level and which require policy guidance from the School Board and City Council will also need to be determined. Whether or not the Consolidation Committee, as currently structured, continues, may be a part of that determination.

If the Consolidation Committee will continue to have a role, in either the short or long term, Schools has indicated it intention to have two School Board Members serve on the committee.

The immediate issue for City Council to consider is if wants to add another Council Member to the Consolidation Committee.

PRIOR ACTION(S): Presentation by AON Hewitt, May 10, 2011; Council reiterated its intention to pursue consolidation of health benefits

FISCAL IMPACT: Undetermined

CONTACT(S): Kimball Payne, 455-3990; Margaret Schmitt, 455-4208

ATTACHMENT(S): May 26, 2011 letter from Schools

REVIEWED BY: lkp

098L



SCHOOL ADMINISTRATION BUILDING

915 Court Street
Post Office Box 2497
Lynchburg, Virginia 24505-2497

May 26, 2011

The Honorable Joan F. Foster
900 Church Street
Lynchburg, Virginia 24504

Dear Mayor Foster:

During its meeting on May 17, 2011, the Lynchburg City School Board endorsed continued participation in committee discussions with the City of Lynchburg with the expectation of consolidation of health care benefits.

Sincerely,

Wendie L. Sullivan
Clerk, Lynchburg City School Board

cc: Members, Lynchburg City Council
Members, Lynchburg City School Board
L. Kimball Payne, III, City Manager
Paul McKendrick, Superintendent

The world starts *here.*

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 5

CONSENT:

REGULAR:

WORK SESSION: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Region 2000 Emergency Communications Regional Cooperative Agreement**

RECOMMENDATION: Approve the Region 2000 Emergency Communications Regional Cooperative Agreement.

SUMMARY: On May 1, 1996 the City of Lynchburg entered into a regional agreement with the City of Bedford, the County of Bedford and the County of Amherst to fund, build and operate a regional 800 MHz trunked radio communications system. The Central Virginia Radio Communications Board (CVRCB), made up of representatives from these member jurisdictions was created in that agreement and has overseen the building, maintenance and operation of the radio system since that time. The system currently serves as the primary radio communications network for all public safety agencies in each jurisdiction along with various public services agencies as well.

Overall the regional cooperative agreement and radio communications system have been extremely successful and beneficial to the member agencies. Over the years, however, several issues have been identified that have caused the CVRCB to consider updating the agreement so as to preserve the successful regional effort for the future. Those issues are:

- The bond issue that financed the current radio system will be paid in full in the upcoming fiscal year.
- Harris Corporation has notified CVRCB that many of the infrastructure parts of the system, including the main communications switch, will begin reaching "end of life" status in February of 2014. After reaching "end of life" status Harris will no longer guarantee being able to provide parts to maintain the effected equipment.
- The CVRCB is not a legal entity in and of itself; therefore, it cannot enter into contracts or procure equipment or services under its own name. This has been problematic over the years in providing maintenance services on the system.
- The City of Lynchburg originally agreed to be the "Fiscal Agent" for the CVRCB. Again, this arrangement has proved problematic in procurement and contract efforts since the City was not actually procuring the items for itself.

The CVRCB contracted with Region 2000 in 2009 to begin addressing the issues that had been identified. CVRCB ultimately decided that given the upcoming "end of life" status of critical infrastructure equipment it was time to consider modernizing the existing infrastructure equipment. Region 2000 offered to administratively oversee the CVRCB through the Local Government Council, which would alleviate the need for the City of Lynchburg to remain as "Fiscal Agent". Organizing under the Local Government Council would also give the CVRCB legal standing to enter contracts.

After conferring with the City Managers and County Administrators of the member jurisdictions the CVRCB hired the law firm of Hefty & Wiley to assist in drafting a new agreement to address the new direction that CVRCB would like to take. During the drafting of the new agreement it also became apparent that the method of dividing the costs of the system should be re-evaluated with a goal to better associate the costs to the specific user jurisdiction. A financial advising firm, Davenport, Inc. LLC, was contracted to assist in creating such a formula for the new agreement.

The new agreement provides a new administrative structure wherein the CVRCB will operate under the Local Government Council and have legal status to enter into contracts, it provides the financial framework to support requisitioning funding for future system upgrade needs, and it reaffirms a cooperative effort that has

been extremely successful in providing the region with a dependable and interoperable public safety/service radio communications system.

The attached agreement is still in draft form but is not expected to change substantially. If approved by all localities the plan is to shift financial responsibilities from the City to Region 2000 on July 1, 2011. A vendor for the replacement equipment will be procured in August and it is anticipated that new debt for the system will be issued late in the year. The new system should be up and operational by late 2013.

PRIOR ACTION(S): Reviewed by Walter Erwin, City Attorney

FISCAL IMPACT: None. It is anticipated that the City's current debt service payments on the regional radio system will cover the City's share of costs for the replacement system.

CONTACT(S): William A. Aldrich, Director, Department of Emergency Services, 455-4285
Gary F. Christie, Executive Director, Virginia's Region 2000 Local Government Council,
845-5678 X211

ATTACHMENT(S): Intergovernmental Agreement dated 5/1/1996
Region 2000 Emergency Communications Regional Cooperative Agreement (Draft)
Existing Region 2000 EDACS Network

REVIEWED BY: lkp

097L

THIS INTERGOVERNMENTAL AGREEMENT, is entered into as of May 1, 1996, between AMHERST COUNTY, VIRGINIA ("Amherst County"), BEDFORD COUNTY, VIRGINIA ("Bedford County"), the CITY OF BEDFORD, VIRGINIA ("Bedford"), the CITY OF LYNCHBURG, VIRGINIA ("Lynchburg") (collectively, the "Local Jurisdictions"), the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF AMHERST, VIRGINIA (the "Amherst Authority"), and INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BEDFORD, VIRGINIA (the "Bedford Authority"), all political subdivisions or public bodies corporate and politic of the Commonwealth of Virginia;

W I T N E S S E T H:

WHEREAS, each of the Local Jurisdictions have the power to establish a communications system to serve their fire, police, emergency and other communication needs; and

WHEREAS, the Local Jurisdictions have determined that it is in the best interest of all such parties to cause a radio communications system (the "System") to be constructed and equipped to serve the fire, police, emergency and other communication needs of the Local Jurisdictions; and

WHEREAS, pursuant to Section 15.1-21 of the Code of Virginia of 1950, as amended, the Local Jurisdictions have determined to exercise jointly their powers with respect to the System, as provided for in this Agreement; and

WHEREAS, the Amherst Authority and the Bedford Authority have the power under the Industrial Development and Revenue Bond Act, Chapter 33 of Title 15.1 of the Code of Virginia of 1950, as amended, to finance facilities for the use of counties, cities and other governmental organizations; and

WHEREAS, to finance certain of the common facilities comprising the System (the "Project"), the Amherst Authority has agreed to issue its \$9,931,000 Lease Revenue Bonds (Central Virginia Radio Communications Project), Series of 1996 (the "Bonds"), payable from certain obligations of the Local Jurisdictions due under a Lease Agreement dated as of the date hereof (the "Lease Agreement") between the Amherst Authority and the Local Jurisdictions; and

WHEREAS, to finance certain of the local facilities comprising the System (the "Local Project"), the Bedford Authority has agreed to issue its \$426,000 Lease Revenue Bonds (County of Amherst Local Radio Communications Project), Series of 1996, and its \$717,000 Lease Revenue Bonds (County of Bedford Local Radio Communications Project), Series of 1996 (together, the "Local Bonds"), payable from certain obligations of the Bedford and Amherst, respectively, due under lease agreements dated as of the date hereof between the Bedford Authority and Amherst and Bedford, respectively; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of providing the details relating to the operation of the Project and the relationship among the Local Jurisdictions, and recognize that this Agreement will be used by the Amherst Authority and the Bedford Authority to facilitate obtaining financing for the Project and the Local Project;

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

Article I

DEFINITIONS AND WARRANTIES

Section 1.1. Definitions. Unless otherwise defined in this Agreement, all terms used herein shall have the meanings assigned to them in the Trust Agreement (as hereinafter defined). The following words as used in this Agreement shall have the following meanings unless the context requires otherwise.

"Agreement" shall mean this Intergovernmental Agreement, and any and all amendments hereto.

"Amherst Authority" shall mean the Industrial Development Authority of the Town of Amherst, Virginia, its successors and assigns.

"Amherst County" shall mean Amherst County, Virginia, its successors and assigns.

"Authority Act" shall mean the Industrial Development and Revenue Bond Act, Chapter 33, Title 15.1, Code of Virginia of 1950, as amended.

"Bedford" shall mean the City of Bedford, Virginia, its successors and assigns.

"Bedford Authority" shall mean the Industrial Development Authority of the City of Bedford, Virginia, its successors and assigns.

"Bedford County" shall mean Bedford County, Virginia, its successors and assigns.

"Board" shall mean the board established pursuant to Section 5.1.

"Bonds" shall mean the Amherst Authority's \$9,931,000 Lease Revenue Bonds (Central Virginia Radio Communications Project), Series of 1996.

"Fiscal Agent" shall mean Lynchburg, including its duly appointed employees and agents, or such successor Fiscal Agent as shall be appointed by the Local Jurisdictions in accordance with Section 5.3(d).

"Lease Agreement" shall mean the Lease Agreement dated as of the date hereof, between the Amherst Authority and the Local Jurisdictions, and any and all amendments thereto.

"Local Bonds" shall mean the Bedford Authority's \$426,000 Lease Revenue Bonds (County of Amherst Local Radio Communications Project), Series of 1996, and its \$717,000 Lease Revenue Bonds (County of Bedford Local Radio Communications Project), Series of 1996.

"Local Facilities" shall mean the facilities and equipment of any Local Jurisdiction used or to be used in connection with the System which do not constitute Project.

"Local Jurisdictions" shall mean Amherst County, Bedford County, Bedford and Lynchburg and any additional jurisdictions that join into this Agreement with the unanimous consent of the then current Local Jurisdictions as required hereby.

"Lynchburg" shall mean the City of Lynchburg, Virginia, its successors and assigns.

"Payment Percentage" shall mean the percentages of each Local Jurisdiction set forth in Section 4.2(a) of the Lease Agreement.

"Project" shall mean the facilities, including interest in real estate, and equipment that are leased to the Local Jurisdiction pursuant to the Lease Agreement, which are the common facilities required for the System.

"Trust Agreement" shall mean the Trust Agreement dated as of the date hereof, between the Amherst Authority and Crestar Bank, as trustee, and any and all amendments thereto.

Section 1.2. Representations and Warranties. Each of the parties hereto makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

(a) It has full power and authority to enter into this Agreement and to consummate and carry out the transactions contemplated by this Agreement. It has taken or will take all action required by this Agreement, the Authority Act and other applicable laws in connection therewith.

(b) It has duly authorized the execution and delivery of this Agreement.

(c) The execution and delivery of this Agreement and the performance of its obligations hereunder are within its corporate powers and will not conflict with, or constitute a breach or result in a violation of, (i) any Federal or Virginia Constitutional or statutory provision, (ii) in any material respect, any agreement or other instrument to which such party is a party or by which it is bound, (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over it or its property, (iv) if applicable, the Authority Act or its articles of incorporation or bylaws, and (v) for Bedford and Lynchburg, their charters.

(d) There is no litigation at law or in equity or any proceeding before any governmental agency pending or, to its knowledge, threatened with respect to (i) its existence, (ii) its authority to execute and deliver this Agreement, (iii) the validity or enforceability of this Agreement or the transactions contemplated hereby, (iv) the title of its officers who are executing this Agreement, or (v) any authority or proceedings relating to its execution and delivery of this Agreement.

(e) It is a duly organized and validly existing public body politic and corporate.

Article II

DURATION OF AGREEMENT

Section 2.1. Initial Term. The initial term of this Agreement shall be 15 years following its date; provided, however, that if on such date the Bonds have not been paid or provisions have not been made for their payment, the initial term of this Agreement shall continue until the Bonds shall have been paid or provisions shall have been made for their payment.

Section 2.2. Continuation of Agreement. This Agreement shall continue in effect beyond the initial term provided above until terminated by any of the parties hereto. No such termination shall become effective until two years after written notice thereof shall have been given to all the other parties hereto.

Section 2.3. Disposition of Project upon Termination. The disposition of the Project upon termination shall be determined by the Board.

Article III

PURPOSE

Section 3.1. Purpose. The purpose of this Agreement is to provide the terms and conditions of the joint undertaking of the parties hereto with respect to the Project as required by Section 15.1-21 of the Code of Virginia of 1950, as amended. The joint undertaking will involve the leasing of the Project, the obtaining of financing thereof, the operation of the Project and doing all other thing which are necessary or proper to carry out the foregoing purposes.

Article IV

FINANCING

Section 4.1. Manner of Financing. The Amherst Authority shall proceed in a timely manner to secure financing for the costs of the Project and cause its acquisition, construction and equipping. The Amherst Authority shall, with all reasonable dispatch after acquisition costs are established, issue and sell the Bonds pursuant to the Authority Act in an amount, together with other available funds, which will be sufficient to pay the costs of the Project, including the repayment of any interim financing; provided, however, that nothing contained in this Agreement shall require the Amherst Authority to issue the Bonds other than upon terms deemed reasonable by it and in accordance with the terms of the Trust Agreement relating to the Bonds.

The Bedford Authority shall proceed in a timely manner to secure financing for the costs of the Local Facilities to be acquired by Amherst and Bedford and cause their acquisition. The Bedford Authority shall, with all reasonable dispatch after acquisition costs are established, issue and sell the Local Bonds pursuant to the Authority Act in an amount, together with other available funds, which will be sufficient to pay the cost of the Local Facilities to be acquired by Amherst and Bedford, including the repayment of any interim financing; provided, however, that nothing contained in this Agreement shall require the Bedford Authority to issue the Local Bonds other than upon terms deemed reasonable by it and in accordance with the terms of the trust agreements relating to the Local Bonds.

Article V

ADMINISTRATION OF COMMON PROJECT

Section 5.1. Creation of Board. There is hereby created the Central Virginia Radio Communications Board which shall be the joint board responsible for overseeing the management, operation and administration of the Project.

Section 5.2. Details Relating to the Board. The Board shall function as follows:

(a) The Local Jurisdictions will act through their respective representatives on the Board; and in all decisions of the Board, the representative of each Local Jurisdiction shall have one vote. For this purpose, each Local Jurisdiction shall from time to time appoint one representative and one alternate representative, who for all purposes hereof may act in place of the representative. Until a representative and an alternate representative is appointed by the governing body of a Local Jurisdiction, the county administrators of the Local Jurisdictions that are counties and the city managers of the Local Jurisdictions that are cities shall be deemed to be such Local Jurisdictions' representative to the Board. All references herein to the representative of a Local Jurisdiction shall include the alternate representative of such Local Jurisdiction. Any representative may at any time, with or without cause, be removed by the Local Jurisdiction which appointed him. The appointment and removal of a representative shall become effective upon notice thereof to the Local Jurisdictions other than the one taking such action, which notice shall include the name, business address and business telephone number of any such appointee. A chairman of the Board may be elected by the majority vote of representatives of the Local Jurisdictions whose duties, rights, responsibilities and obligations will be determined by the Board.

(b) The Local Jurisdictions shall direct and control the affairs of the Project through the Board, which may act, pursuant to the terms of this Agreement, through the Fiscal Agent. The Board shall oversee the management, operation and administration of the Project supervise the Fiscal Agent and approve the basic policies relating to the Project. The Board may establish such committees and subcommittees as it deems necessary or desirable. Except as otherwise provided in this Article V, the day-to-day operation of the Project, matters with respect to the financing for the Project and matters with respect to the contract for the acquisition, construction and equipping of the Project shall be the responsibility of the Fiscal Agent, who shall discharge its responsibility in a manner consistent with this Agreement and any resolution of the Board.

Section 5.3. Decisions Requiring Consent of the Local Jurisdictions. None of the following decisions may be made or actions taken by the Board without the unanimous consent of all of the Local Jurisdictions:

- (a) Any amendment of this Agreement or the Lease Agreement;
- (b) Any incurrence of an obligation for borrowed money, except in the ordinary course of business;
- (c) Any change in the compensation of Local Jurisdictions; or
- (d) Any change in the identity of the Fiscal Agent.

Section 5.4. Meetings of the Board. Meetings of the Board shall be held at the principal place of business of the Board, established from time to time by the Board, or at such other place as may be determined by the Board. Except as otherwise determined by the Board, regular meetings of the Board shall be held quarterly in each year at such time and on such date as the Board may by resolution determine. Special meetings of the Board shall be held whenever called by the Fiscal Agent or by any Local Jurisdiction. The Board shall conduct its proceedings in accordance with such rules as it may from time to time establish. Minutes reflecting the actions of the Board shall be kept and promptly distributed to the Local Jurisdictions and their representatives on the Board. Each representative on the Board shall be given notice of any special meeting by registered or certified mail at least 10 days before such meeting or by telegram, telex, cable or personal service at least five days before the meeting. Unless otherwise stated in the notice, any and all business may be transacted at any meeting without specification of such business in the notice. Representatives of a majority of the Local Jurisdictions entitled to vote pursuant to the provisions hereof shall constitute a quorum for the transaction of business at any meeting. If at any meeting a quorum is not present, the representatives of a majority of the Local Jurisdictions entitled to vote and present may adjourn the meeting from time to time, and the meeting may be held as adjourned without further notice or waiver. Any decision of the Board made in accordance with the provisions hereof shall be binding on all Local Jurisdictions until changed by the Board in accordance with the provisions hereof.

Section 5.5. Defaulting Local Jurisdiction. Notwithstanding anything in this Agreement to the contrary, if any Local Jurisdiction is in default under the terms of the Lease Agreement, such Local Jurisdiction shall not be entitled to vote hereunder. Moreover, upon a majority vote of the representatives of the Local Jurisdictions not then in default hereunder or as provided in the Lease Agreement, access to and use of the Project by the defaulting Local Jurisdiction may be limited or discontinued until such default is cured.

Article VI

INTEREST IN AND PAYMENTS WITH RESPECT TO PROJECT; LOCAL FACILITIES

Section 6.1. Leasehold Interest in Project. The leasehold interest in the Project and the ownership interest in the Project upon purchase thereof from the Amherst Authority shall be jointly held by each of the Local Jurisdictions, whose interest therein shall equal to such Local Jurisdiction's Payment Percentage.

Section 6.2. Costs of Operations and Maintenance. All costs of the operations and maintenance of the Project shall be shared based on the Local Jurisdiction's Payment Percentage.

Section 6.3. Local Facilities. The parties hereto recognize that the Project can be operated only in connection with Local Facilities provided by the Local Jurisdictions. Certain of the Local Jurisdictions already have Local Facilities, which in some instances must be modified or expanded in order to utilize the Project, while other Local Jurisdictions have no Local Facilities at all. The Local Facilities utilized, owned or operated by each Local Jurisdiction shall be the sole responsibility of each such Local Jurisdiction.

Article VII

INSURANCE

Section 7.1. Insurance. The Board shall maintain insurance as required in Section 4.6 of the Lease Agreement.

Article VIII

MISCELLANEOUS

Section 8.1. Amendments. This Agreement may not be amended, modified or otherwise altered without the express written consent of all parties hereto. In addition, the parties hereto recognize that this Agreement will constitute an essential part of the financing plan and that, after the Bonds have been sold, this Agreement cannot be amended in any manner that will impair or adversely affect the security afforded hereby for the payment of the principal of and premium, if any, and interest on Bonds, or otherwise than in a manner consistent with the Trust Agreement.

Section 8.2. Books and Records. The Board through the Fiscal Agent shall cause to be kept proper books and records in accordance with generally accepted accounting principles applicable to

governmental entities, which shall be available for inspection at all reasonable times by the Local Jurisdictions through their duly authorized agents.

Section 8.3. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 8.4. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision hereof.

Section 8.5. Counterparts. This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as an original.

Section 8.6. Liability of Authority. Notwithstanding any provision of the Bonds, the Lease Agreement, this Intergovernmental Agreement, the Security Agreement or the Trust Agreement to the contrary, the obligations of the Authority under the Bonds, the Lease Agreement, this Intergovernmental Agreement, the Security Agreement or the Trust Agreement are not general obligations of the Authority but are limited obligations payable solely from payments of Basic Rent and Additional Rent. No director, officer, employee or agent of the Authority shall be personally liable for the Authority's obligations hereunder or under the Lease Agreement, the Security Agreement or the Trust Agreement. There shall be no recourse under this Intergovernmental Agreement to any other assets or any properties of the Authority whether now owned or hereafter acquired. The Authority shall not be liable for the actions of any Local Jurisdictions or the Trustee, as its agents, or for any actions of the Local Jurisdictions or the Trustee under the Lease Agreement, the Trust Agreement, the Security Agreement or this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed, and their seals affixed and attested by their duly authorized officers, all as of the date first above written.

AMHERST COUNTY, VIRGINIA

By *Judith M. Elkins*
Chairman, Board of Supervisors

BEDFORD COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

CITY OF BEDFORD, VIRGINIA

By _____
Mayor

CITY OF LYNCHBURG, VIRGINIA

By _____
City Manager

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF AMHERST, VIRGINIA

By _____
Chairman

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF BEDFORD, VIRGINIA

By _____
Chairman

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AMHERST COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

BEDFORD COUNTY, VIRGINIA

By *C. M. White*
Chairman, Board of Supervisors

CITY OF BEDFORD, VIRGINIA

By _____
Mayor

CITY OF LYNCHBURG, VIRGINIA

By _____
City Manager

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF AMHERST, VIRGINIA

By _____
Chairman

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF BEDFORD, VIRGINIA

By _____
Chairman

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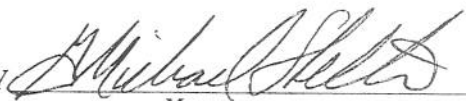
AMHERST COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

BEDFORD COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

CITY OF BEDFORD, VIRGINIA

By 
Mayor

CITY OF LYNCHBURG, VIRGINIA

By _____
City Manager

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF AMHERST, VIRGINIA

By _____
Chairman

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF BEDFORD, VIRGINIA

By _____
Chairman

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AMHERST COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

BEDFORD COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

CITY OF BEDFORD, VIRGINIA

By _____
Mayor

CITY OF LYNCHBURG, VIRGINIA

By  _____
City Manager

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF AMHERST, VIRGINIA

By _____
Chairman

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF BEDFORD, VIRGINIA

By _____
Chairman

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed, and their seals affixed and attested by their duly authorized officers, all as of the date first above written.

AMHERST COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

BEDFORD COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

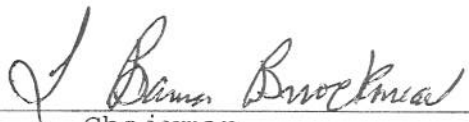
CITY OF BEDFORD, VIRGINIA

By _____
Mayor

CITY OF LYNCHBURG, VIRGINIA

By _____
City Manager

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF AMHERST, VIRGINIA

By 
Chairman

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF BEDFORD, VIRGINIA

By _____
Chairman

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed, and their seals affixed and attested by their duly authorized officers, all as of the date first above written.

AMHERST COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

BEDFORD COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

CITY OF BEDFORD, VIRGINIA

By _____
Mayor

CITY OF LYNCHBURG, VIRGINIA

By _____
City Manager

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE TOWN OF AMHERST, VIRGINIA

By _____
Chairman

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF BEDFORD, VIRGINIA

By *J. Lynn Bradley*
Chairman

**REGION 2000 EMERGENCY COMMUNICATIONS
REGIONAL COOPERATIVE AGREEMENT**

6/8/11 Draft

This Agreement is entered into by and between Amherst County, Virginia ("Amherst County"), Bedford County, Virginia ("Bedford County"), the City of Bedford, Virginia ("Bedford City"), and the City of Lynchburg, Virginia ("Lynchburg"), collectively the "Member Jurisdictions", and the Virginia's Region 2000 Local Government Council ("Council"), all political subdivisions or public bodies corporate and politic of the Commonwealth of Virginia.

RECITALS

WHEREAS, the Member Jurisdictions have been jointly operating a Regional Emergency Communications System ("System") under the auspices of the Central Virginia Radio Communications Board ("CVRCB"), which the Member Jurisdictions formed pursuant to the May 1, 1996 Intergovernmental Agreement ("Intergovernmental Agreement"); and

WHEREAS, the System was financed primarily through a 1996 bond issuance by the Industrial Development Authority of the Town of Amherst, Virginia ("Amherst IDA") in the amount of \$9,931,000.00 as described in the Intergovernmental Agreement; and

WHEREAS, the Member Jurisdictions have paid the interest and principal on the 1996 Bonds pursuant to the May 1, 1996 Lease Agreement ("Lease Agreement") between the Amherst IDA and the Member Jurisdictions, with the final payment scheduled to occur on or before July 1, 2011; and

WHEREAS, the Member Jurisdictions have determined that the System is in need of significant upgrades or replacement before January 1, 2014 (the "Project") in order to maintain or improve the level of emergency services currently provided by the Member Jurisdictions and expected by the residents of the community before the current System becomes unserviceable and obsolete; and

WHEREAS, the Project will require debt financing in an amount similar to the debt issued in 1996, which financed the current System; and

WHEREAS, the Member Jurisdictions and the Council have determined that in order to manage the Project operations and maintenance in a more efficient and cost effective manner, the CVRCB should be dissolved upon repayment of the 1996 Bonds and replaced by a new Region 2000 Radio Communications Board ("Board"), established as a policy committee by the Council and consisting of representatives from each of the Member Jurisdictions; and

WHEREAS, the Council and the Member Jurisdictions have also determined that the Council will finance the Project and all costs associated therewith through the issuance of debt to

be paid off by the Council through payments received from the Member Jurisdictions, and that the Council will have certain other rights and obligations, while the Board will have certain rights and obligations, such as the day to day management and operation of the Project and the System; and

WHEREAS, The Council's purpose under §15.2-4207 of the Act is to encourage and facilitate local government cooperation, including physical infrastructure development, criminal justice and emergency management through regional cooperative arrangements for the facilitation of revenue sharing, joint service delivery, and joint government purchasing, such as is set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the duties imposed upon the parties hereby, the parties covenant and agree as follows:

ARTICLE I DEFINITIONS

Unless otherwise defined, each capitalized term in this Agreement shall have the meaning set forth below.

"1996 Bonds" means the Series 1996 Bonds issued by the Amherst IDA in the original principal amount of \$9,931,000.00, as described in the Intergovernmental Agreement, for the original financing of the System.

"Act" means the Regional Cooperation Act, Chapter 42, Subtitle IV, Title 15.2, Code of Virginia, 1950, as now in effect or as hereafter amended.

"Annual Budget" means the budget adopted each fiscal year by the Council to cover the annual Operating and Capital Costs associated with the Project and System.

"Annual Deficit" means any actual deficit at the end of a Fiscal Year consisting of an excess of Operating and Capital Costs over Operating Revenues for such Fiscal Year incurred by the Council acting pursuant to the Annual Budget and any amendments.

"Applicable Law" means any law, regulation, requirement (including but not limited to permit and governmental approval requirements) or order of any local, state or federal agency, court or other governmental body, applicable from time to time to the acquisition, design, construction, equipping, testing, start-up, financing, ownership, possession or operation of any of the Facilities, the System or the performance of any obligations under any agreement entered into in connection therewith.

"Board" means the Region 2000 Radio Communications Board as set forth herein.

“Bonds” means any bonds, notes, financing leases or other obligations issued by the Virginia’s Region 2000 Local Government Council to finance the acquisition, construction and equipping of the Project, including any bonds issued to refund such bonds.

“Capital Costs” means all capital related costs associated with the Project and System, including but not limited to Debt Service Payments and Capital Expenditures necessary for compliance with Applicable Law, necessary for normal maintenance and reasonable periodic expansion of improvements to the Facilities, and/or incurred in connection with Uncontrollable Circumstances.

“Capital Expenditure” means any single expenditure intended to benefit the Project or System, and which will be amortized or depreciated over more than one Fiscal Year, or is for such dollar amount as may be established by the Council.

“Council” means the Virginia’s Region 2000 Local Government Council, a planning district commission and a public body corporate and politic, organized under the Act.

“Debt Service Payments” means the payments of principal, premium, if any, and interest required to be made by the Member Jurisdictions by the terms of any Bonds. It shall also include any payments to Member Jurisdictions that have advanced funding for the Project pursuant to a reimbursement resolution for such payments as may approved by the Council.

“Director” means the Executive Director of the Virginia’s Region 2000 Local Government Council.

“Event of Default” means any of the events of default set forth in Article VIII.

“Facility” or “Facilities” means all hardware, software, infrastructure, terminal equipment, and other tangible equipment comprising the System from time to time, now or hereafter utilized by the Council and Member Jurisdictions for the System, including but not limited to the Project.

“Fiscal Year” means the period from July 1 of one year to June 30 of the next year.

“Indenture” means any Indenture of Trust, loan or financing agreement, financing lease or other agreement entered into between the Council and a corporate trustee or lender, pursuant to which the Bonds are issued.

“Member Jurisdiction” means the initial localities that enter into this Agreement, and any additional localities or other entities that subsequently enter into this Agreement as members.

“Operating Costs” means all costs properly allocable to acquiring, constructing, equipping, maintaining and operating the Facilities, other than any costs qualifying as Capital Costs, including, but not limited to:

- (1) Salaries and fringe benefits of employees;
- (2) Utilities, fuel, equipment (including but not limited to trucks and heavy equipment) tools and supplies;
- (3) All costs incurred for engineering services, and other services, which may include design, permitting, operation, testing, and monitoring;
- (4) All costs for compliance with all permit conditions and compliance with Applicable Law;
- (5) All costs incurred for legal services, which may include zoning, permitting, financing, issues related to the operation of the Facilities, and defense of claims brought against the Council or Member Jurisdictions;
- (6) Insurance costs and the costs of bonds, letters of credit, escrows or other financial assurance or allowance for environmental assessments or property value guarantees, or for compliance with Applicable Law;
- (7) Purchase and maintenance costs of equipment and maintenance of the Facilities;
- (8) All accounting and bookkeeping fees and charges;
- (9) All costs associated with uncollectible accounts;
- (10) All amounts required to be paid by the Member Jurisdictions to create funds required by an Indenture, or to replenish deficits in any such funds;
- (11) Any payments made to any other governmental entity for Project-related services provided to the Council or Member Jurisdictions;
- (12) Amounts paid to reserve accounts created by the Member Jurisdictions to maintain such accounts at required levels; and
- (13) Amounts paid to maintain Facilities, including but not limited to costs for generator maintenance and fuel, pest control, and fire suppression.
- (14) Any unforeseen Operating Costs that occur during the year and which were not budgeted for in the Annual Budget shall be treated as part of the Annual Deficit.

“Operating Revenues” means all income and revenues derived by the Council from the ownership or operation of the Facilities and the System, including any payments of a Member Jurisdiction’s Pro Rata Share.

“Pro Rata Share” means each Member Jurisdiction’s proportional share of the Annual Deficit, Capital Costs and Operating Costs.

“Project” means the Facilities financed with Bonds, including interest in real estate and equipment that are common facilities required to upgrade, manage and operate the System.

“System” means the regional emergency communications system jointly operated and managed by the Board and owned by the Council, including the upgrades or replacement of the existing System as contemplated under this Agreement.

“System Customer” means a non-Member Jurisdiction entity that has the right to access and utilize the System pursuant to an agreement with the Council.

“System Site” means equipment (collectively) at a specific location that that is used to transmit radio or other communications signals for the benefit of a particular Member Jurisdiction, whether or not such equipment is located within the political boundaries of the Member Jurisdiction being directly served from such site. Multiple System Sites serving different Member Jurisdictions may be in the future, and are known to be as of the date of execution of this Agreement, at the same physical location in certain instances.

“Uncontrollable Circumstance” means any event or condition, whether affecting the Facilities, any Member Jurisdiction or the Council, that interferes with the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the Facilities or the System, or other performance required hereunder, if such event or condition is beyond the reasonable control, and not the result of willful action of the party relying thereon as justification for any nonperformance including but not limited to an act of God, storm, flood, landslide, earthquake, fire or other casualty, war blockade, insurrection, riot, the order or judgment of any local, state, or federal court, administrative agency or governmental officer or body (other than such an officer or body of the party relying thereon), a strike, lockout or other similar labor action.

ARTICLE II

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 2.1. This Agreement shall become effective upon its execution by authorized officers of all Member Jurisdictions and the Council (“Effective Date”), subject to the terms and conditions

contained herein. The initial term of this Agreement shall be 20 years following the Effective Date; provided, however, that if on such date the Bonds have not been paid or provisions have not been made for their payment, then the initial term of this Agreement shall continue until the Bonds have been paid or provisions have been made for their payment. The Member Jurisdictions shall continue to be the parties responsible for managing and operating the System, through the Board, after the completion of the Project and the repayment of the Bonds.

ARTICLE III EFFECTIVE DATE OF CERTAIN PROVISIONS

Section 3.1. Cost Allocation: Member Jurisdictions' Pro Rata Share. Notwithstanding any provision herein to the contrary, for the purposes of determining the proportional amounts owed by each Member for annual Capital Costs, Operational Costs, and any Annual Deficit, the provisions of Section 4.7 shall not take effect until Fiscal Year 2014, which begins on July 1, 2013. Until that time, the Member Jurisdictions shall be responsible for such costs pursuant to the terms and conditions of the Intergovernmental Agreement and the Lease Agreement, which establishes the following percentages for which each Member Jurisdiction is responsible:

Amherst County	24.8%
Bedford County	38.2%
City of Bedford	3.9%
City of Lynchburg	33.1%

Section 3.2. Council as Fiscal Agent. Notwithstanding any provision herein to the contrary, the provisions of Section 5.1 shall not take effect until July 1, 2011. Until that time, the City of Lynchburg shall continue to be the fiscal agent for the Board.

ARTICLE IV CENTRAL VIRGINIA RADIO COMMUNICATIONS BOARD; MEMBER JURISDICTION RIGHTS AND DUTIES

Section 4.1. Creation of Board. As authorized by § 15.2- 4205(B)(10) of the Code of Virginia, the Council hereby creates with the agreement of the Member Jurisdictions, the Central Virginia Radio Communications Board ("Board") as an advisory committee of the Council to assist with the transaction of Council affairs related to the Facilities, the Project and the System. Original membership shall consist of the Member Jurisdictions as defined herein as of the Effective Date. The principal office of the Board shall be at the office of the Executive Director of the Council, unless otherwise designated by the Member Jurisdictions with the consent of the Council. The Board is authorized to manage the day to day operations of the Facilities, the Project and the System as set forth herein.

Section 4.2. Board Membership; Bylaws. The members of the Board shall consist of one representative from each of the Member Jurisdictions and the Executive Director of the Council, or his designee. The Executive Director, or his designee, shall be an *ex-officio* member without voting privileges. The Board member from each Member Jurisdiction shall be the chief public safety communications officer for that jurisdiction. If a Member Jurisdiction does not have a chief public safety communications officer, then the Board member from such jurisdiction shall be its chief law enforcement officer. Each Member Jurisdiction shall also have an alternate Board member, who shall be the jurisdiction's chief administrative officer or his or her designee, to attend meetings in the absence of the regular Board member. Alternates shall be entitled to vote on any matter before the Board in the absence of the regular member. The Board may establish bylaws or procedures governing the election of officers, the scheduling of meetings and notice therefore, and other procedural matters.

Section 4.3. Powers and Duties of Board. The Board shall be responsible for overseeing the management, operation and administration of the Facilities, the Project and the System. The Board shall also advise the Council on regional emergency communications policy matters as they relate to the Facilities, the Project and the System. The Executive Director, with the approval of the Board, shall be authorized to enter into contracts, including but not limited to contracts with financial advisors, engineering or design firms, attorneys or other consultants, entities for use of the System, and entities for System maintenance and repair, and to commit funds related to such responsibilities as long as there are adequate funds in the Board's budget for such contracts or commitment of funds. Notwithstanding the above, the Council, with the agreement of the Member Jurisdictions, shall have sole authority to approve the incurrence of Bonds related to the Project, the Facilities or the System.

Section 4.4. Procedures to Withdraw as Member. Any Member Jurisdiction may withdraw from membership in the Board by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Board after any Bonds or other contractual obligation has been incurred and remains outstanding except by unanimous vote of all Member Jurisdictions.

Section 4.5. Procedures to Add New Member. Any eligible local government entity or other political subdivision in Virginia may, with the approval of its governing body and with the consent of all of the Member Jurisdictions, join and participate in the use, management and operation of the Project and the System as a Board member under the provisions of this section and pursuant to any additional terms and conditions for membership as may be prescribed by the Council. New members shall be responsible for all costs associated with connecting their existing emergency communications infrastructure to the System, and for purchasing their own portable and mobile radio equipment. The Board reserves the right to examine and test any equipment prior to connection to the System, and may, in its sole discretion, refuse to connect any such equipment to the System. Legal title to any infrastructure being contributed and connected to the System by the new member shall be transferred to the Council and committed

to use as a part of the System. A new member shall be responsible for providing and contributing any required infrastructure and equipment needed in such new member's jurisdiction, and in no event shall the Council be required to compensate a new member for the value of any infrastructure owned by the new member or transferred by the new member to the Council.

Section 4.6. Decisions Requiring Consent of Member Jurisdictions. None of the following decisions may be taken by the Board without the unanimous consent of all the Member Jurisdictions:

- (a) Any amendment of this Agreement; and
- (b) Any change in the Cost Allocation Methodology used to determine the Pro Rata Share owed by any Member Jurisdiction.

Section 4.7. Allocation of Annual Deficit, Capital Costs and Operating Costs: Member Jurisdictions' Pro Rata Share. Each Member Jurisdictions shall be responsible for and liable for the payment of its share of (i) any Annual Deficit, (ii) Capital Costs and (iii) Operating Costs ("Pro Rata Share") associated with the Project and the System pursuant to the following Cost Allocation Methodology:

- A. Capital Costs. Each Member Jurisdiction's share of Capital Costs shall be based on the Member Jurisdiction's percentage of overall System Facilities in the following categories:
 - (i) Number of the Member Jurisdiction's System Sites as a percentage of total System Sites
 - (ii) Number of System channels used by the Member Jurisdiction as a percentage of total System channels
 - (iii) Number of System consoles in the locality as a percentage of total System consoles
 - (iv) Number of radios on the System attributable to the Member Jurisdiction as a percentage of total radios on the System

The resulting percentages from the above four categories shall each be weighted 25% in calculating each Member Jurisdiction's share of Annual Capital Costs.

- B. Operating Costs. Each Member Jurisdiction's share of Annual Operating Costs shall be based on the number of radios on the System attributable to the Member Jurisdiction as a percentage of total radios on the System.

- C. Annual Deficit. Each Member Jurisdiction's share of any Annual Deficit shall be based on the formulas for determining its share of Capital Costs or Operating Costs, or a combination of both formulas as appropriate, depending on the type of costs constituting the Annual Deficit.
- D. The total share of annual Capital Costs, Operating Costs, and Annual Deficit attributable to each Member Jurisdiction pursuant to the formulas set forth in this section shall constitute each Member Jurisdiction's respective Pro Rata Share, which shall be set forth in the Annual Budget.
- E. The Pro Rata Shares shall be re-calculated each fiscal year based on the methodology set forth in this section. However, if the Pro Rata Shares are not re-calculated in any particular fiscal year, then the Pro Rata Shares from the prior fiscal year shall continue to remain in effect.
- F. For the purposes of determining share of Capital Costs in subsection A, the number of sites, channels, consoles and radios shall be based on the total number in each category attributable to each Member Jurisdiction as of July 1, in the fiscal year prior to the fiscal year for which the Annual Budget is being adopted. This provision shall also apply to the determination of share Operating Costs in subsection B, with respect to total number of radios in each Member Jurisdiction.
- G. Hand held and mobile radios for use on the System shall be purchased and owned separately by each respective Member Jurisdiction, unless otherwise agreed to by the Parties.

Section 4.8. System Customers. With the approval of the Board, the Council may contract with System Customers for the use of the System. System Customers shall be required to pay the Council a proportional share of the Radio Board's annual Operating Costs, based on the number of radios the System Customer uses on the System as a percentage of the total number of radios on the System, or as may otherwise be required by the Council with the advice and consent of the Board. Any amounts received by the Council from System Customers shall be used by the Council for the Project or System and shall not be transferred to non Project or System related purposes without the written approval of all Member Jurisdictions. Such amounts may be used to offset Member Jurisdiction's Pro Rata Shares or any other payment obligations or expenses under this Agreement. However, such amounts shall in no way relieve any Member Jurisdiction of its obligations under this Agreement.

Unless otherwise agreed to in writing by the Council, individual hand held and mobile radios shall be purchased directly by each System Customer and shall remain the property of the System Customer.

Section 4.9. Annual Budget. On or before November 1 of each year the Board shall develop a proposed annual budget to cover all anticipated Operating Costs, Capital Costs and Annual Deficit for the ensuing fiscal year, and shall submit such proposed budget to the Council for consideration and adoption. On or before December 1 of each year, the Council shall approve the Annual Budget and communicate to each Member Jurisdiction the respective Pro Rata Shares due for the ensuing fiscal year, which shall be subject to appropriations from the local governing body. The Council shall itemize each Member Jurisdiction's Pro Rata Share by category of costs (Capital, Operating, Annual Deficit). Each Member Jurisdiction hereby agrees to include its Pro Rata Share, as adopted in the Annual Budget and communicated by the Council, in its proposed annual budget for consideration by its governing body,

Section 4.10. Member Jurisdiction Payments. Each Member Jurisdiction agrees to pay its Pro Rata Share to the Council by July 30 each year.

Section 4.11. Reserve Fund. Member Jurisdictions agree to appropriate moneys into and maintain a Reserve Fund or Funds as may be required by the terms of any financing for the Project, to cover a certain percentage of Capital Costs or Operating Costs or as otherwise may be determined by the Board to be appropriate. This requirement shall be subject to annual appropriations of the governing bodies for each Member Jurisdiction.

Section 4.12. City of Bedford; Reversion to Town Status. As of the execution of this Agreement, the City of Bedford has plans to revert to town status. Such reversion shall not affect the rights and obligations hereunder or any other agreement related to the Project or the System to which the City of Bedford is a party as of the date such Reversion becomes effective, unless agreed to in writing by the Parties. As long the Pro Rata Share attributable to the County and Town of Bedford combined continues to be paid in full (by either or both of such county and town), then the Parties agree to amend this Agreement in the event of the City of Bedford reverting to town status in order for this Agreement to be consistent with relevant terms and conditions of any reversion agreement(s) between the County and City/Town of Bedford.

ARTICLE V REGION 2000 LOCAL GOVERNMENT COUNCIL RIGHTS AND DUTIES

Section 5.1. Fiscal Responsibilities. The Council shall be the fiscal agent with regard to the Project and the System. With the advice from the Board, the Council shall consider and approve the Board's Annual Budget as may be required to cover the anticipated Capital and Operating Costs of the Board for the ensuing fiscal year. The Council shall submit the amount due with regard to the respective Pro Rata Shares to each Member Jurisdiction as provided in section 4.9, and appropriate such funds, once received from the Member Jurisdictions, to a separate account or accounts established solely for the purposes of paying for all costs associated with the Project,

the Facilities, and the System. The Council shall not be liable or responsible for costs or other payments that are the responsibility of the Member Jurisdictions.

Section 5.2. Ownership of System and Project Facilities. The Council shall be the owner of and hold title to all System assets and Facilities transferred to it or acquired by it, including all Facilities financed by the Council.

Section 5.3. Procurement. With the advice and consent of the Board, the Council shall procure all contracts with vendors, service providers, contractors or other entities related to the Project, the Facilities and the System.

Section 5.4. Decisions Requiring Consent of Council.

- (a) Any amendment of this Agreement.
- (b) Any issuance of Bonds by the Council in relation to the Project, if the funds to cover such obligation have not previously been appropriated to the Board as a part of its Annual Budget or otherwise.
- (c) Adoption of the Board's Annual Budget, and any amendments thereto; such approval shall not be unreasonably withheld.

**ARTICLE VI
PROJECT FINANCING**

Section 6.1. Project Financing.

- (a) **General.** As soon as practicable after the retirement of the 1996 Bonds, the Council shall proceed to secure financing for the costs of the Facilities and cause its acquisition, construction and equipping. The Council shall, with all reasonable dispatch after Project costs are established, issue and sell the Bonds pursuant to the authority granted to it under the Act in an amount, together with other available funds, which will be sufficient to pay the costs of the Project, including the repayment of any interim financing; provided, however, that nothing contained in this Agreement shall require the Council to issue the Bonds other than upon terms deemed reasonable by it and in accordance with the terms of this Agreement, or other agreement relating to the Bonds. Any issuance of Bonds for the Project shall require unanimous approval by the Board in addition to approval of the Council.
- (b) **Moral Obligation.** Each Member Jurisdiction hereby agrees that it has a moral, but non-binding, obligation to pay the Debt Service Payments in the event that the Council fails to make such payments. As such, each Member Jurisdiction agrees to direct its chief

administrative officer to include in each proposed annual general fund budget submitted to the governing bodies for the Member Jurisdictions an amount equal to its share of the Debt Service Payments, as a component of Capital Costs, determined pursuant to section 4.7. Each Member Jurisdiction agrees to consider whether to include such amounts in its final general fund budget for the ensuing fiscal year.

Further, each Member Jurisdiction agrees to direct their chief administrative officer to submit a budget amendment or other appropriate ordinance or resolution to the respective governing body whenever the chief administrative officer receives a notice from the Council that there is a Shortfall as described in paragraph (c) below. Each Member Jurisdiction agrees to consider whether to make an appropriation to the Council in the amount requested each time that such a budget amendment or other appropriate ordinance or resolution is presented to it.

The obligation of the respective governing bodies to consider making any such appropriations constitutes neither a debt of the Member Jurisdictions within the meaning of any constitutional or statutory limitation nor a lien or charge upon any property or funds of such Member Jurisdiction. The governing body for each Member Jurisdiction has full discretion as to whether it wishes to make any such appropriation.

(c) Notification of Shortfall to Member Jurisdictions. Until the Bonds have been paid in full, the Council will ascertain whether it has or is likely to have on hand from payments to be made under this Agreement or other identifiable available funds an amount sufficient to pay the principal of and interest due on the Bonds during the next succeeding Fiscal Year. If sixty (60) days prior to a Debt Service Payment being due, the Council determines that it does not and will not have on hand an amount sufficient to make such payment, then it will immediately notify the chief administrative officer of each Member Jurisdiction of the amount of any expected shortfall ("Shortfall") and request each to submit to their respective governing bodies immediately a budget amendment or other appropriate ordinance or resolution described in paragraph (b) above in an amount equal to the amount of the deficiency. When ascertaining whether it has or will have a sufficient amount on hand, the Council may take into account moneys in the Board accounts created pursuant to this Agreement, to extent such moneys have not been and need not be allocated to other expenditures on the Project or System.

(d) Payment upon Appropriation. If any Member Jurisdiction agrees to make a payment under this section, then it shall make such payment directly to the Council. The Council agrees that once it has received a payment from the Member Jurisdiction pursuant to its Moral Obligation Agreement, it shall immediately transfer the amount of such payment to the holder or holders of the Bonds, as appropriate, to be applied to the payment of the principal of and interest on the Bonds.

Section 6.2. Reimbursement Resolution. Member Jurisdictions and Council agree that any funds advanced by Member Jurisdictions for Capital Expenditures, Operating Costs or other costs related to the Project in advance of the Bonds being issued may be reimbursed out of the proceeds of the Bonds to such Member Jurisdiction. The Council may execute a Resolution or other agreement required to effectuate this provision.

ARTICLE VII SYSTEM USE, OWNERSHIP AND OPERATION

Section 7.1. Use of Emergency Communications System by Member Jurisdictions. Member Jurisdictions shall have exclusive rights to use the System. However, other entities, including System Customers shall be entitled to use the System pursuant to terms and conditions as may be established by the Council with advice from the Board. Further, each Member Jurisdiction agrees to use the System as its primary emergency communications network as long as this Agreement is in effect, and as long as there are any outstanding Bonds on the Project. Failure to utilize the System as its primary emergency communications network shall not relieve any Member Jurisdiction of its duties and obligations under this Agreement unless agreed to in writing by all Parties. Notwithstanding the above, Member Jurisdictions may utilize other emergency communications network in emergency situations or as otherwise required to meet the public safety needs of such Member Jurisdiction, as long as the Member Jurisdiction continues to use the System as its primary emergency communications network.

Section 7.2. System Ownership. The System and all Facilities shall be owned by the Council. Individual hand held and mobile radios shall be purchased directly from the vendor by each Member Jurisdiction and shall remain the property of the purchasing locality. Notwithstanding the above, the parties may agree to finance such equipment through Council-issued debt. In that case, such hand held and mobile radios shall be owned by the Council until such time as the debt is paid in full at which point such ownership of such equipment shall transfer to the appropriate Member Jurisdiction. Any Member Jurisdiction financing radios through the Council shall be solely responsible to the Council for the repayment of all associated debt and other expenses.

Section 7.3. Liability of Council. Notwithstanding any provision to the contrary, the financial obligations of the Council with regard to the Project and the System are not general obligations of the Council but are limited obligations payable solely from payments from the Member Jurisdictions. No director, officer, employee or agent of the Council shall be personally liable for the Council's obligations hereunder. There shall be no recourse under this Agreement to any other assets or any properties of the Council whether now owned or hereafter acquired other than those Project or System assets financed with the Bonds and serving as collateral for the Bonds. The Council shall not be liable for the actions of any Member Jurisdiction.

The Member Jurisdictions shall bear all risk of loss related to the Project and the System, including the obligation to repay the Bonds as well as all other costs associated with the Project.

ARTICLE VIII DEFAULT AND REMEDIES

Section 8.1. Default by Council. The occurrence of any one or more of the following events will constitute an “Event of Default” by the Council (“Council Default”):

- (a) Failure of the Council to pay principal or interest when due on any Bonds or other temporary or permanent financing for the Project issued or obtained by the Council pursuant to this Agreement;
- (b) The Council is for any reason rendered incapable of performing any of its material obligations under this Agreement;
- (c) The Council makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;
- (d) The Council defaults on any of its material obligations under any agreement pursuant to which any Bonds, or other temporary or permanent financing for the Project are issued or obtained by the Council pursuant to this Agreement and such default is not cured within the applicable cure period;
- (e) Any proceeding is instituted, with the consent or acquiescence of the Council, for the purpose of effecting a compromise between the Council and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Council; or
- (f) The Council defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for 30 days after written notice specifying the default and requiring it to be remedied has been given to the Council by any Member Jurisdiction.

Section 8.2. Default by Member Jurisdictions. The occurrence of any one or more of the following events will constitute an “Event of Default” by any Member Jurisdiction (“Member Jurisdiction Default”):

- (a) Failure of any Member Jurisdiction to pay its Pro Rata Share when due under this Agreement;

- (b) Any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Agreement;
- (c) Any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a compromise between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or
- (d) Any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements, and provisions contained in this Agreement, and the default continues for 30 days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

Any Member Jurisdiction in default of this Agreement shall not be entitled to vote on the Board. Moreover, upon a majority vote of the Board, access to and use of the System by the defaulting Member Jurisdiction may be limited or discontinued until such default is cured.

Section 8.3. Remedies of Member Jurisdictions. Upon the occurrence of Council Default, any Member Jurisdiction, after giving notice of such Council Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Council to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 8.4. Remedies of Council. Upon the occurrence of a Member Jurisdiction Default, the Council, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 8.5. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE IX MISCELLANEOUS

Section 9.1. Entire Agreement; Modification. This Agreement represents the entire agreement between the Member Jurisdictions and the Council and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 9.2. Assignment. No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or part by any Member Jurisdiction without the Council's express written consent.

Section 9.3. Partnership. Nothing herein shall be construed to constitute a joint venture between the Council and any Member Jurisdiction or the formation of a partnership.

Section 9.4. Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 9.5. Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when either mailed by first-class U.S. Mail, postage prepaid, or delivered by hand, to the address set forth below:

If to Council:	Region 2000 Local Government Council Executive Director 828 Main Street – 12 th Floor Lynchburg, VA 24504
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If to City of Bedford:	Bedford, Virginia City Manager P.O. Box 807 Bedford, VA 24523
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If to City of Lynchburg:	Lynchburg, Virginia City Manager 900 Church Street Lynchburg, VA 24504
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If to County of Amherst:	Amherst County, Virginia County Administrator PO Box 390 Amherst, VA 24521
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If to County of Bedford:	Bedford County, Virginia County Administrator 122 East Main Street, Suite 202 Bedford VA 24523
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The parties may by notice given under this Section designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

Section 9.6. Representations as to Ability to Perform. The Council is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Council's knowledge threatened, which would materially adversely affect the Council's ability to perform under this Agreement. Each Member Jurisdiction represents as to itself that it is not a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

Section 9.7. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 9.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, and the counterparts taken together will constitute one and the same instrument.

Section 9.9. Tax Exemption Covenant.

- (a) **General.** Each Member Jurisdiction understands and acknowledges that the Council may issue Bonds or other obligations the interest on which will be treated as tax exempt under Federal income laws and regulations, including but not limited to the Internal Revenue Code of 1986, as amended (the "Tax Code"). In reliance on the financing provided by the issuance of such Bonds, each Member Jurisdiction agrees that it will not directly or indirectly use or permit the use of any of the proceeds received pursuant to the Bonds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on the Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.
- (b) **Use of Proceeds.** Neither the Council nor any Member Jurisdiction shall knowingly (a) take any action, or approve the making of any investment or use of the proceeds of the Bonds (including failure to spend the same with due diligence) or taking any other action, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or (b) barring unforeseen circumstances, approve the use of the proceeds from the sale of the Bonds otherwise than in accordance with the Authority's "non-arbitrage" certificate given immediately prior to the issuance of such Bonds.

- (c) Preservation of Tax Exempt Status of Interest, Representation, Warranties and Covenants.** The Council and each of the Member Jurisdictions agree that neither of them shall allow the use by or lease or sublease of the Project, the Facilities or the System, or any portion thereof, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency or political subdivision thereof, without an opinion of Bond Counsel that such sublease or other availability would not adversely affect the status of the interest on the Bonds for federal income tax purposes. The Council and each Member Jurisdiction covenant that the Project, the Facilities and the System shall not be used in a manner that would permit the proceeds of the Bonds to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Tax Code, provided that no more than 5% of such proceeds may be used in a trade or business unrelated to the Council's or any Member Jurisdiction's use of the Project, Facilities or System, (b) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Tax Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than governmental unit, as provided in Section 141(c) of the Tax Code; provided, however, that if the Council receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law, the Council and the Member Jurisdictions need not comply with such covenants.
- (d) Financial Records and Statements.** The Council and the Member Jurisdictions shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles, consistently applied, of all its business and affairs. The Council and each of the Member Jurisdictions shall have an annual audit of their respective financial condition made by an independent certified public accountant within 180 days after the end of each Fiscal Year and shall furnish to Council, in an electronic format, copies of the report of such accountant immediately after such report is submitted to each Member Jurisdiction. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Member Jurisdiction's financial position as of the end of such Fiscal Year and the result of its operations and changes in the financial position of such Member Jurisdiction's funds for the Fiscal Year.
- (e) Continuing Disclosure.** Each Member Jurisdiction agrees that so long as any Bonds are outstanding, if required under any Indenture or other agreement related to the issuance of the Bonds, to provide financial and event information to the Council for submission to a national municipal securities information repository (NMSIR) which is required to be disclosed on a continuing basis, within the time frames required for such disclosure under

Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934, as amended and any similar rules of the Securities and Exchange Commission relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time or that may be promulgated by the Municipal Securities Rulemaking Board.

Section 9.10. Litigation. The parties agree that any litigation involving this Agreement or the operation of the Council or the Member Jurisdictions shall be brought only in the Circuit Court or District Court for one of the Member Jurisdictions.

Section 9.11. Representations and Warranties. Each of the parties hereto makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

- a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.
- b) It has duly authorized the execution and delivery of this Agreement.
- c) The execution and delivery of this Agreement and the performance.

Section 9.12. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: _____
Chairman, Board of Supervisors

Bedford County, Virginia

By: _____

Chairman, Board of Supervisors

City of Bedford, Virginia

By: _____
Mayor

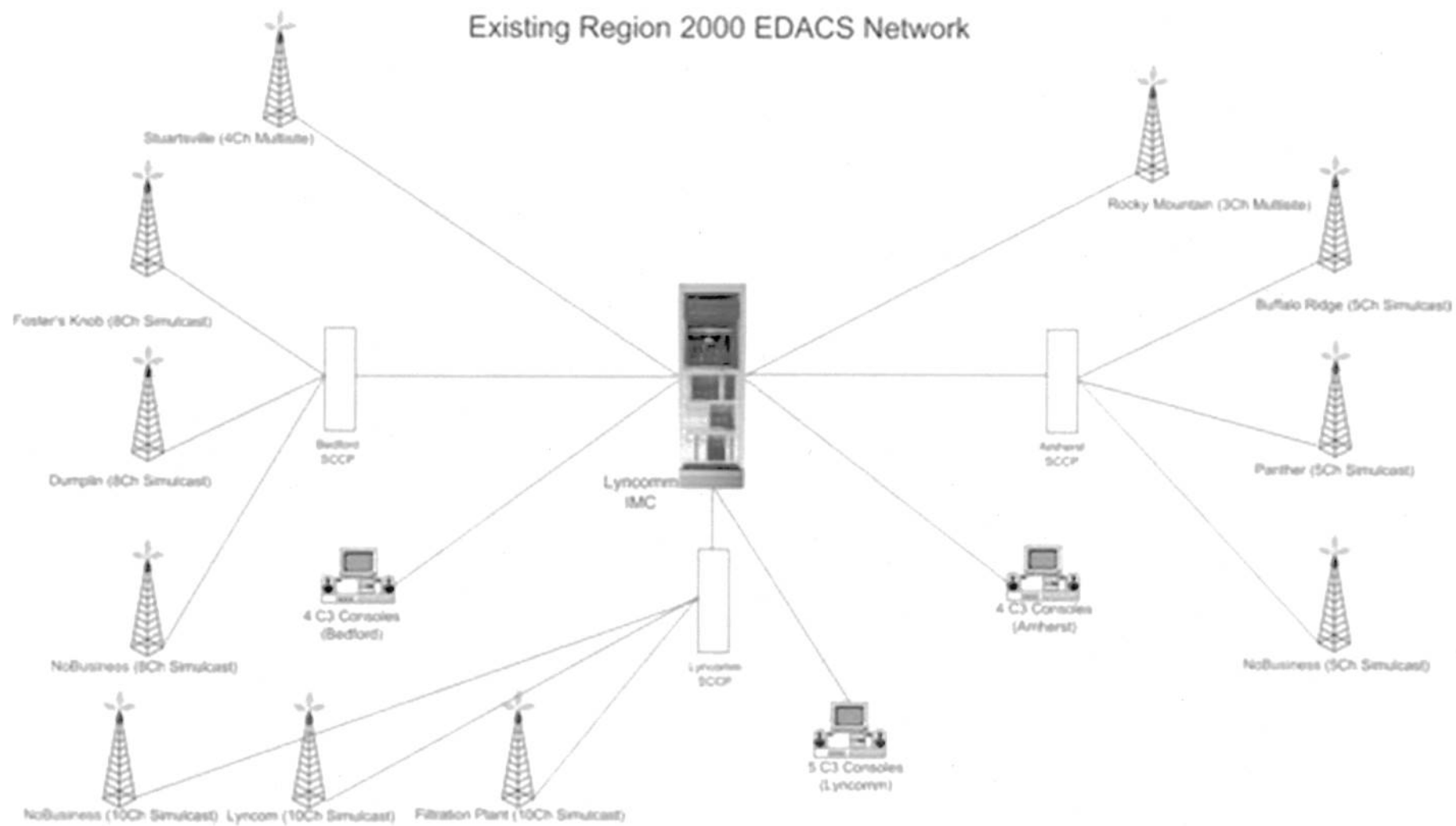
City of Lynchburg, Virginia

By: _____
Mayor

Region 2000 Local Government Council

By: _____
Executive Director

Existing Region 2000 EDACS Network



// A regular meeting of the Council of the City of Lynchburg was held on the 24th day of May, 2011, at 4:00 P.M. in the Council Chamber, City Hall, Joan F. Foster, President, presiding. The following Members were present:

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

Absent: 0

// Deputy City Manager Bonnie Svrcek introduced Emily Boniface, an intern working for the summer in the City Manager's Office.

//City Manager Kimball Payne provided an overview of the proposal for funding of the Lower Bluffwalk Project. Mr. Payne stated that this matter originated during City Council's annual retreat and further stated that Council Member Nelson advised that there was significant private sector interest in the Lower Bluffwalk project with several investors desiring to start projects along the Lower Bluffwalk. Mr. Payne went on to say the concern, however, was that with the continued funding of only \$1 million a year, it would take five years to complete the project and private sector interest might lessen over that time. During Council discussion Council Member Helgeson had concerns regarding the funding of this project and would not be supporting the Resolution. On motion of Vice Mayor Johnson, seconded by Council Member Gillette, Council by the following recorded voted adopted Resolution #R-11-062 as presented, supporting the proposal for funding of the Lower Bluffwalk Project:

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

Noes: Helgeson 1

// City Manager Kimball Payne gave an overview of the Wards Road Pedestrian/Bicyclist Bridge Memorandum of Understanding (MOU) between the City of Lynchburg and Liberty University (LU) concerning the construction of a pedestrian/bicyclist bridge in the 3900 block of Wards Road. Mr. Payne went on to say that the City and LU staff have been working as a project team to coordinate the design and ultimate construction of the pedestrian/bicyclist bridge. On motion made by Council Member Gillette, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted Resolution #R-11-063 as presented, approving the Memorandum of Understanding between the City and Liberty University for the construction of a Pedestrian/Bicyclist Bridge across Wards Road:

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

Noes: 0

// Parks and Recreation Director Kay Frazier provided a brief update on the Lynchburg Community Market that was requested by City Council during the recent budget session. Ms. Frazier stated that over time the Community Market evolved from a Saturday only market to a six-day, and now a five-day, a week market.

The Armory and Community Market complex has long been seen as a community meeting place and economic driver for downtown Lynchburg revitalization. Ms. Frazier further stated, although the capital funds have not been available to implement the plan, the mission of the Lynchburg Community Market has not changed and is defined as follows:

- To perpetuate Lynchburg's historic public market activity;
- To support local agriculture;

- To help revitalize downtown Lynchburg;
- To provide opportunities to small, local businesses;
- To provide a public gathering place;
- To celebrate the region's food traditions.

// City Manager Kimball Payne provided information regarding the bonuses for City employees. Mr. Payne stated during the budget deliberation Council indicated its intention to provide a bonus to City employees based on savings in the FY 2011 Budget. During Council discussion, Council Member Helgeson had concerns with the additional burden on the taxpayers and would not be supporting this Resolution. On motion made by Council Member Perrow, seconded by Council Member Cary, Council by the following recorded vote adopted Resolution #R-11-064 as presented, to approve the FY 2011 General Fund budget with the resources from the savings in the General Fund to fund a staff bonus for the June 30, 2011 pay date:

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

6

Noes: Helgeson

1

// During Roll Call Mayor Joan Foster thanked Director of Communications and Marketing JoAnn Martin for a wonderful job for making arrangements for the U.S. Navy Blue Angels to receive a key from the City while they were in Lynchburg for two days. Mayor Foster also announced a Proclamation was given for Red Poppy Week. Council Member Cary referred to an article in the newspaper that focused on improved relationships between city/county governments and school boards by laying the groundwork for next year's budgets and urging the various local boards and their leaders to meet with each other and become familiar with the major issues and challenges facing their counterparts. Council Member Cary explained an operational review allows an organization, in this case Lynchburg City Schools, to evaluate how well it is achieving school system goals and whether resources are properly allocated and utilized in a cost-effective manner. Council Member Cary asked that the Lynchburg City School Board act to engage an operational review consultant. It is certainly a worthy goal and one that Council Member Cary hopes Lynchburg City Council and the Lynchburg City School Board will embrace. Council Member Cary went on to say from personal experience such a report can have a positive impact on an organization and hopes that the Lynchburg School Board will initiate a Request for Proposal (RFP) for an operational review so results can be available when City Council considers the School Board's budget request next year. Council Member Cary made a motion that City Council would encourage the Lynchburg School Board to consider an independent operational review seconded by Council Member Gillette and Council by the following recorded vote encouraged the Lynchburg School Board to seriously consider an independent operational review:

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

7

Noes:

0

// City Council recessed the meeting at 6:26 p.m.

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

The following Members were present:

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

7

Absent:

0

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

// Mayor Foster and Vice Mayor Johnson presented a Certificate of Recognition to the 2011 Citizens Academy graduates.

// Mayor Foster and Vice Mayor Johnson presented a Certificate of Recognition to high school seniors; Sherika Callen, Natasha Chowdry, Eric D. Holston-Shoultz, Gabrielle Simmons, Kenneth Sterne III and Jeanette Levin, for serving on the Mayor's Youth Council.

// Copies of the minutes of the May 10, 2011 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote approved the minutes as presented:

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

7

Noes:

0

// In the matter of Schools – General / Parks and Recreation – General, Resolution #R-11-037 amending the FY 2011 Schools Capital Projects Fund and appropriating \$200,000, with resources transferred from the City Capital Projects Fund Parks Paving and Lighting project, to renovate the tennis courts at E. C. Glass High School, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

7

Noes:

0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-046 adopting the FY 2012 Mandated and Contractual External Service Providers Budget and appropriating \$8,291,272 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

7

Noes:

0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-047 adopting the FY 2012 Central Virginia Area Agency on Aging Budget and appropriating \$15,000 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

7

Noes:

0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-048 adopting the FY 2012 Central Virginia Community College Board and Related Operations Budget and appropriating \$1,831 for this budget, laid

over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-049 adopting the FY 2012 Court Appointed Special Advocate Budget and appropriating \$12,000 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-050 adopting the FY 2012 Region 2000 Economic Development Council Budget and appropriating \$81,586 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-051 adopting the FY 2012 Robert E. Lee Soil & Water Conservation District Budget and appropriating \$10,000 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-052 adopting the FY 2012 Virginia Legal Aid Society Budget and appropriating \$10,000 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-053 adopting the FY 2012 Amazeement Square Real Estate Tax Refund Budget and appropriating \$5,302 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-057 adopting the FY 2012 Greater Lynchburg Transit Budget and appropriating \$7,049,103 for this budget, laid over from the May 10, 2011

meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-058 adopting the FY 2012 Operating Fund Budgets and appropriating the sums for each fund, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-059 adopting the FY 2012 Capital Budget and appropriating \$11,908,494 for the City Capital Projects Fund; \$1,030,518 for the School Capital Projects Fund; \$1,850,000 for the Airport Capital Projects Fund; \$5,088,000 for the Water Capital Projects Fund and \$22,553,000 for the Sewer Capital Projects Fund, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-060 approving the payment of monetary incentives, awards and bonuses to City employees under certain circumstances, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-061 to set the personal property tax relief rate for the fiscal year beginning July 1, 2011 through June 30, 2012 at 55.44%, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of Circuit Court – General, City Council Report #21 was considered. On motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote introduced and laid over to a later meeting for final action Resolution #R-11-065, as presented, amending the FY 2011 General Fund budget and appropriating \$22,265, with resources from the State Compensation Board, Technology Trust Fund fees to support information technology needs in the Office of the Circuit Court Clerk:

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

Noes: 0

// In the matter of Police – General, City Council Report #22 was considered. On motion of Council Member Nelson, seconded by Council Member Gillette, Council by the following recorded vote introduced and laid over to a later meeting for final action Resolution #R-11-066, as presented, amending the FY 2011 City/Federal/State Aid Fund budget and appropriating \$33,000, with resources from the 2010 State Homeland Security Program to purchase thermal imaging equipment for use in critical incident response:

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

Noes: 0

// In the matter of School - Board, a public hearing continued from May 10 was again held to receive 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 Foster read into the record the names of two individuals who's names had been presented at the May 10 Council Meeting by Vice Mayor Johnson; Ronnie Shoultz, School District 2 and Nathaniel Marshall, School District 2. Both candidates declined the nomination for School Board. There was no one else present who wished to speak to this item, and the public hearing was closed. Mayor Foster stated that interviews will be scheduled with the selected applicants.

// In the matter of Finance – Bonds, a public hearing was held regarding City Council Report #24 regarding the adoption of a Resolution authorizing the issuance of not to exceed \$21,010,000 Sewer Revenue Bonds in accordance with Section 15.2-2206.A of the Code of Virginia. Timothy Mitchell, Utilities Director gave a brief overview of the request. One person spoke to this item. There was no one else present who wished to speak to this item, and the public hearing was closed. On motion of Council Member Helgeson, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted Resolution #R-11-067, as presented, authorizing the issuance of not to exceed \$21,010,000 Sewer Revenue Bonds pursuant to Section 15.2-2206.A of the Code of Virginia:

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

Noes: 0

// In the matter of City Code/Police – Emergency Services, City Council Report #25 was considered. Council Member Perrow made a motion to adopt the Ordinance, seconded by Council Member Nelson. Council Member Cary offered a friendly amendment to add the word “alarm” in front of system that is on page two of the Ordinance to be consistent. Council Member Perrow accepted the friendly amendment offered by Council Member Cary and Council by the following recorded vote adopted Ordinance #0-11-068, as amended, amending sections of the City Code relating to the sale, maintenance and use of Alarm Systems within the City:

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

Noes: 0

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-045 adopting the FY 2012 General Fund Operating Budget (excluding External Service Provider and Component Unit expenditures) and appropriating \$179,152,997 for this budget, laid over from the May 10, 2011 meeting, was again presented and read. Council Member Helgeson stated that he had previously voted no on the next four items and

there was not reason to restate his concerns. On motion of Council Member Gillette, seconded by Council Member Nelson, Council by the following recorded vote adopted the Resolution:

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

Noes: Helgeson 1

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-054 adopting the FY 2012 Lynchburg Community Action Group Budget and appropriating \$25,000 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Gillette, seconded by Council Member Nelson, Council by the following recorded vote adopted the Resolution:

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

Noes: Helgeson 1

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-055 adopting the FY 2012 Rebuilding Together Budget and appropriating \$25,000 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Gillette, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: Helgeson 1

// In the matter of the FY 2012 Budget/CIP, Resolution #R-11-056 adopting the FY 2012 School Operating Budget and appropriating \$85,728,781 for this budget, laid over from the May 10, 2011 meeting, was again presented and read, and on motion of Council Member Gillette, seconded by Council Member Nelson, Council by the following recorded vote adopted the Resolution:

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

Noes: Helgeson 1

// On motion of Council Member Gillette, seconded by Vice Mayor Johnson, Council by the following recorded vote elected to hold a closed meeting to consider appointments to Council-appointed Boards and Commission, i.e. School Board, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia (1950), as amended:

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

Noes: 0

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

// Council Member Helgeson made the following motion:

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

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

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open

meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by Council.

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

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

Noes: 0

// The meeting was adjourned at 8:32 P.M.

Clerk of Council

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 11

CONSENT: **X**

REGULAR:

WORKSESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **2011 U.N. Decade of Action Road Safety Grant**

RECOMMENDATION: Adopt a resolution to amend the FY 2011 City/Federal/State Aid Fund budget and appropriate \$500 with resources from the 2011 U.N. Decade of Action Road Safety Grant to supplement the purchase of an electric golf cart to use in driving simulations.

SUMMARY: The Lynchburg Police Department is eligible to receive \$500 in 2011 U.N. Decade of Action Road Safety Grant funding. This funding would be utilized to supplement the purchase of an electric golf cart to use in driving simulations. The golf cart will be used in conjunction with vision impaired goggles that simulate the effects of alcohol, and with distraction devices to educate young drivers on the dangers of these activities. No local matching funds are required.

PRIOR ACTION(S): Finance Committee, May 24, 2011

FISCAL IMPACT: None, no local match is required.

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

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2011 City/Federal/State Aid Fund budget is amended and \$500 is appropriated with resources from the 2011 U.N. Decade of Action Road Safety Grant to supplement the purchase of an electric golf cart to use in driving simulations.

Adopted:

Certified:

Clerk of Council

095I

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 12

CONSENT: **X**

REGULAR:

WORKSESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **2010 State Homeland Security Program (SHSP) Grant**

RECOMMENDATION: Adopt a resolution to amend the FY 2011 City/Federal/State Aid Fund budget and appropriate \$16,040 with resources from the State Homeland Security Program (SHSP) Grant to purchase a license plate reader (LPR) for criminal law enforcement use only.

SUMMARY: The Lynchburg Police Department is eligible to receive \$16,040 in State Homeland Security Program (SHSP) Grant funding. This funding would be utilized to purchase a license plate reader for criminal law enforcement use only, in accordance with State law. Total equipment cost is \$16,040 which is fully reimbursable by the grant; no local matching funds are required.

PRIOR ACTION(S): Finance Committee, May 24, 2011

FISCAL IMPACT: None, no local match is required.

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

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2011 City/Federal/State Aid Fund budget is amended and \$16,040 is appropriated with resources from the State Homeland Security Program (SHSP) Grant to purchase a license plate reader (LPR) for criminal law enforcement use only.

Introduced:

Adopted:

Certified:

Clerk of Council

096I

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 13

CONSENT: **X**

REGULAR:

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Interoperable Emergency Communications Performance Grant**

RECOMMENDATION: Adopt a resolution to amend the FY 2011 City/Federal/State Aid Fund budget and appropriate \$85,554 fully reimbursable from the Virginia Department of Emergency Management 2010 Interoperable Emergency Communications Performance Grant to assist in financing the planning process for upgrading the regional radio system.

SUMMARY: The Central Virginia Radio Communications Board is in the process of upgrading the regional radio system. The Board has hired a professional consultant to assist in preparing a needs analysis, an RFP, and a vendor evaluation. The Board applied for and was awarded a regional grant to assist in financing the cost for planning work on the project. The Virginia Department of Emergency Management requires that one of the participating jurisdictions act as fiscal agent for the award; the Department of Emergency Services has agreed to do so.

PRIOR ACTION(S): Finance Committee May 24, 2011

FISCAL IMPACT: None, no local match is required.

CONTACT(S): William A. Aldrich, Director of Emergency Services, 455-4285

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2011 City/Federal/State Aid Fund budget is amended and \$85,554 is appropriated fully reimbursable from the Virginia Department of Emergency Management 2010 Interoperable Emergency Communications Performance Grant to assist in financing the planning process for upgrading the regional radio system.

Introduced:

Adopted:

Certified:

Clerk of Council

094I

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 14

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Conditional Use Permit (CUP): Spring Hill Cemetery – 3000 Fort Avenue/1550 James Street**

RECOMMENDATION: Approval of the CUP petition.

SUMMARY: Spring Hill Cemetery Association is petitioning for a CUP at 3000 Fort Avenue/ 1550 James Street to allow the construction of an approximately one thousand two hundred (1,200) square foot office addition, a columbarium garden and sixteen (16) parking spaces in an R-3, Medium Density, Two-Family Residential District.

The Planning Commission recommended approval of the rezoning petition because:

- The petition agrees with the *Comprehensive Plan 2002-2020* which recommends an Institutional use for the property.
- The petition agrees with the *Zoning Ordinance* which permits cemeteries and columbariums in residential districts upon approval of a CUP by the City Council.

PRIOR ACTION(S):

May 11, 2011: The Planning Division recommended approval of the proposed CUP petition.

The Planning Commission recommended approval of the CUP petition (6-0-1, with one abstention, Hooper)

FISCAL IMPACT: None

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

ATTACHMENT(S):

- Resolution – CUP
- Planning Commission Report – May 11, 2011
- Planning Commission Minutes – May 11, 2011
- Letter to Property Owners
- Vicinity Zoning Pattern
- Vicinity Land Use
- Watershed Location Map
- Concept Plan
- Building Elevations
- Property Photograph
- Speaker Signup Sheet

REVIEWED BY: lkp

RESOLUTION:

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO SPRING HILL CEMETERY ASSOCIATION TO ALLOW THE CONSTRUCTION OF A ONE THOUSAND TWO HUNDRED (1200) SQUARE FOOT OFFICE ADDITION, A COLUMBARIUM GARDEN AND SIXTEEN (16) PARKING SPACES IN AN R-3, MEDIUM DENSITY, TWO-FAMILY RESIDENTIAL DISTRICT AS UNIVERSITY OFFICES LOCATED AT 3000 FORT AVENUE/1550 JAMES STREET.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the petition of Spring Hill Cemetery Association for a conditional use permit to allow the construction of a one thousand two hundred (1,200) square foot office addition, a columbarium garden and sixteen (16) parking spaces in an R-3, Medium Density, Two-Family Residential District located at 3000 Fort Avenue/1550 James Street be, and the same is hereby, approved subject to the following conditions:

1. The property shall be developed in compliance with the concept plan entitled "Spring Hill Cemetery Association: Proposed Office Addition and Columbarium" as prepared by Harvey Design Land Architects, dated April 22, 2011, and received by Community Development April 22, 2011.
2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.
3. An approved site plan must be completed prior to construction.

Adopted:

Certified:

Clerk of Council

The Department of Community Development
City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission

From: Planning Division

Date: May 11, 2011

Re: Conditional Use Permit: Spring Hill Cemetery – 3000 Fort Avenue/1550 James Street

I. PETITIONER

Spring Hill Cemetery Association, 3000 Fort Avenue/1550 James Street, Lynchburg, Virginia 24501

Representative(s): Mr. Proctor Harvey, Harvey Design Land Architects, 901 Jefferson Street, Suite 208, Lynchburg, Virginia 24504

II. LOCATION

The subject property is a tract of forty-five (45) acres located at 3000 Fort Avenue/1550 James Street.

Property Owner: Spring Hill Cemetery Association, 3000 Fort Avenue, Lynchburg, Virginia 24501

III. PURPOSE

The purpose of this petition is to allow the construction of an approximately one thousand two hundred (1,200) square foot office addition, a columbarium garden, and additional parking spaces associated with the columbarium construction in an R-3, Medium Density, Two-Family Residential District.

IV. SUMMARY

- Petition agrees with the *Comprehensive Plan 2002-2020* which recommends an “Institutional” use for the property.
- Petition agrees with the *Zoning Ordinance* in that cemeteries and columbariums are permitted in residential districts upon approval of a conditional use permit by the City Council.

The Planning Division recommends approval of the conditional use permit petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2002-2020* recommends an “Institutional” use for the subject property. Institutional uses include the religious, educational and other nonprofit entities in the City. Examples include churches, cemeteries, private schools and universities, private nonprofit hospitals, service clubs and organizations and other nonprofit institutions (pg. 5.3).

The property is also located within a “Neighborhood Conservation” area. Neighborhood Conservation areas form the inner ring of residential development around the central business district. These neighborhoods are an extension of the Downtown with mostly traditional street layouts and excellent direct access to Downtown amenities. All of the City’s historic districts

and many of the recognized historic places are found within Neighborhood Conservation Areas (pg. 4.17).

The property also falls within the Fort Avenue Corridor Study Area. The corridor has been in a transition the past twenty (20) years. The corridor is transitioning from residential to commercial uses, especially through the southern portion of the study area (nearing Timberlake Road). Improvement strategies for the area include traffic calming, limiting residential uses being converted to commercial uses and encouraging design improvements to commercial buildings and signs (pg. 4.15).

2. **Zoning.** The subject property was annexed into the City in 1908. The existing R-3, Medium Density Two-Family Residential District zoning was established in 1978 with the adoption of the City's current *Zoning Ordinance*.
3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances would be needed for the development of the property as proposed.
4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On November 14, 1989, City Council approved the conditional use permit (CUP) petition of Shekijah Preparation Assembly Church to allow for a child care center at 725 Mansfield Avenue.
 - On September 11, 1990, City Council approved the rezoning petition of Tarkington Realty Company, Inc. to amend the zoning from B-1 (Limited Business) & R-3 (Medium Density Two-Family Residential) to B-3C (Community Business – Conditional) for a vocational school at 2600 Memorial Avenue.
 - On June 11, 1991, City Council approved the CUP petition of First Assembly of God Church for the installation of additional parking at 3125 Fort Avenue.
 - On March 10, 1992 City Council approved the rezoning petition of Tarkington Realty Company, Inc. to amend the existing proffers B-3C (Community Business – Conditional) to allow for a parking lot expansion at 2600 Memorial Avenue.
 - On March 10, 1992 City Council approved the CUP petition of Tarkington Realty Company, Inc. for the expansion of an existing vocational school at 2600 Memorial Avenue.
 - On July 9, 2002, City Council approved the rezoning petition of Urban Alternative, Inc. to amend the zoning from I-3 (Heavy Industrial) to B-3C (Community Business – Conditional) for a training school (vocational school) at 1601 Wythe Road.
 - On April 13, 2010, City Council approved the rezoning petition of Midtown Lofts, LLC to amend the zoning from I-2 (Light Industrial) to B-3C (Community Business – Conditional) to allow for a mixed use development at 2734 Fort Avenue.
 - On April 13, 2010 City Council approved the CUP petition of Midtown Lofts, LLC to allow the use of existing buildings and parking areas as a Cluster Commercial Development at 2734 Fort Avenue.
5. **Site Description.** The property contains two (2) buildings used as offices on the premises. The property is bound on all sides by streets, in particular Fort Avenue to the west. The property slopes upward from Fort Avenue.

6. **Proposed Use of Property.** The purpose of this petition is to allow the construction of a columbarium, sixteen (16) parking area, and additional office building. The building would be used to support the existing operation.
 7. **Traffic, Parking and Public Transit.** The project should have minimal impact upon the traffic conditions in the area. As such, the City's former Transportation Engineer, Gerry Harter, did not require a traffic study. The cemetery will be providing parking for those that visit the columbarium area, as well as a few spaces near the proposed office addition.

The property is served by Route 4E of the Greater Lynchburg Transit Company. The closest bus stops are located at Fort Early (approximately ½ mile south) and the Plaza (approximately ¾ mile northwest) of the cemetery.
 8. **Stormwater Management.** The project will utilize low-impact design measures (LID), including rain gardens, permeable pavements, downspout disconnections and soil amendments. Due to the minimal increase in impervious areas, stormwater management measures should be accomplished easily.

The petitioner has not formally submitted a stormwater design but has verbally communicated the intent to address both quantity and quality of stormwater by the use of infiltration. A site plan will be required prior to construction, which will address the stormwater management requirements of City Code.
 9. **Emergency Services.** The City Fire Marshal had no comments of concern with the project as proposed.

The City Police Department provided comments related to no trespassing signage, lighting and general safety issues. Comments are being considered by the petitioner and have or will be addressed prior to final concept plan approval.
 10. **Impact.** Spring Hill Cemetery has a history that spans back to its inception in 1852. The existing offices on the property were built in 1973 and since that time the needs of the cemetery have changed, requiring them to upgrade the facility with new amenities. The construction of the columbarium garden will attract slightly more visitors to the site with the office and parking areas serving as support to the expansion of the cemetery.

If approved, the cemetery will be required to submit a site plan, which will identify the technical requirements of the City Code. A minor expansion to a facility with substantial historic significance within the City should be supported to insure its continued success.
 11. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the concept plan on March 22, 2011. Comments related to the proposal were minor in nature and have or will be addressed by the petitioner.
-

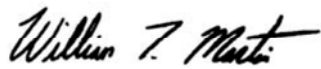
VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the conditional use permit petition of Spring Hill Cemetery Association to construct an office

building, columbarium garden, and associated parking areas at 3000 Fort Avenue subject to the following conditions:

- 1. The property shall be developed in compliance with the concept plan entitled “Spring Hill Cemetery Association: Proposed Office Addition and Columbarium” as prepared by Harvey Design Land Architects, dated April 22, 2011, and received by Community Development April 22, 2011.**
- 2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.**
- 3. An approved site plan must be completed prior to construction.**

This matter is respectfully offered for your consideration.



William T. Martin, AICP
City Planner

pc: Mr. L. Kimball Payne, III, City Manager
Ms. Bonnie M. Svrcek, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozzerow, Lynchburg Police Department
Battalion Chief Greg Wormser, Fire Marshal
Mr. Douglas Saunders, Building Official
Mr. Robert Fowler, Zoning Administrator
Mr. Jacob Dorman, Environmental Reviewer
Mr. Proctor Harvey, Harvey Design Land Architects.
Mr. Eames Powers, Spring Hill Cemetery

VII. ATTACHMENTS

- 1. Vicinity Zoning Pattern**
- 2. Vicinity Proposed Land Use**
- 3. Watershed Location Map**
- 4. Concept Plan**
- 5. Letter to Property Owners**
- 6. Building Elevations**
- 7. Photo**

MINUTES FROM THE MAY 11, 2011 PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED. THERE WAS NO MEETING ON MAY 25, 2011):

a. Petition of Spring Hill Cemetery Association for a conditional use permit at 3000 Fort Avenue/1550 James Street to allow the construction of an office addition, parking area and columbarium in an R-3, Medium Density, Two-Family Residential District.

Mr. Martin had the following comments for the commissioners. The proposed additions are being located closest to the intersection of Fort Avenue and Wythe Road. The proposal is to construct a 1,200 square foot office addition with approximately 14 parking spaces and a columbarium garden. The *Comprehensive Plan* recommends an Institutional use for the property. For stormwater management, the cemetery will be using low impact design and incorporating rain gardens and porous pavers. The use of the cemetery goes back to at least the 1850's. The proposed additions would have minimal impact on the surrounding area. The Planning Division recommends approval of the conditional use permit.

Mr. Proctor Harvey came forward as the representative for the petition. His company is the land planner and Mr. Harvey is on the board for the cemetery. Mr. Eames Powers, the Secretary/Treasurer for the cemetery was present as well. He operates the cemetery and knows the day-to-day operations. There have been no changes to the cemetery for approximately 100 years. The addition to the building is needed because the cemetery has outgrown its current facilities. The cemetery would like to incorporate the columbarium with some very nice water features. Parking spaces and handicap access are being added. The cemetery planners are very green thinking and are using porous pavers, as well as incorporating rain gardens.

Chair Hamilton asked if there was anyone else to speak in favor of the petition. No one came forward. She asked if anyone was present to speak in opposition to the petition. No one came forward. She closed the public hearing portion of the petition.

Commissioner Coleman commented that Spring Hill Cemetery is a tremendous part of our City. Commissioner Coleman asked if anyone had expressed any concerns. Mr. Powers indicated that they had sent out letters and there were a couple of inquiries, mainly due to the fact that letters had been sent by the City to property owners around 1500 James Street. Once they found out that the improvements were on Fort Avenue, they had no concerns.

Chair Hamilton asked Mr. Harvey to comment on stormwater management. Mr. Harvey explained that the plans are to reduce the current footprint. They have not worked out all the details but with permeable pavement and rain gardens, they would like to reduce the footprint in front of the existing building. Mr. Harvey is a landscape architect and he will be doing that work as well. With the ground elements, they anticipate incorporating a mulch bed, so the water will absorb quicker. All the techniques are cutting edge stormwater management practices.

Commissioner Sale asked how close the cemetery is to capacity. Mr. Harvey said it is approaching capacity and they have begun to purchase property over the top of the hill. Mr. Powers indicated that the area to the south side of Reaves Street is currently where the majority of the burial activity occurs. They probably have approximately 50 percent of that area still developable. The cemetery has started buying property along James Street between Rives Street and Stadium Road, Blackburn Street between Rives Street and Stadium Road and along Wythe Road for the future expansion of the cemetery. They have also bought properties along Gordon Street and the southwest side of Callahan Street. They are about 60 percent through the acquisition process.

Commissioner Sale asked if there were any plans to expand the columbarium beyond these plans. Mr. Harvey indicated an area on the site plan that will be a second columbarium. They have the ability to expand the columbarium on the top of the hill. The second columbarium can accommodate

approximately 700 to 1,000 cremations. Mr. Harvey explained that there is a process where you can have cremains planted into the ground in spaces. They are also thinking about green recycling where a family will have a large area where cremains would be put into the same area and each name is listed on a plaque. This is a new process and is less expensive. The cemetery is trying to cover a broad range of costs.

Commissioner Sale thought this was a wonderful project and is glad the cemetery is upgrading and expanding, as well as putting a new face on a very old heritage and legacy of Lynchburg. Mr. Harvey pointed out that churches move but this cemetery is a solid and permanent facility.

Commissioner Swienton asked what Mr. Harvey anticipates the height of the columbarium wall to be. Mr. Harvey said it will be about five feet. They did not want it to be visible from Fort Avenue except for a few inches. They will be using similar materials as the wall on Fort Avenue so that it will look like it was planned from the beginning.

Commissioner Hooper asked about the time line for construction. Mr. Harvey said they will do the building addition and parking first. The columbarium will probably come at the end of that phase or within two years.

Commissioner Barnes would like to commend them for their stormwater management plan and incorporating handicapped accessibility as well. It looks like the elevation of the new facility is at ground level. Mr. Harvey said that was their hope but it will not be that way. It will be fully handicapped accessible, but they will have to build up the grade.

Commissioner Coleman made the following motion, which was seconded by Commissioner Sale:

"That the Planning Commission recommends to City Council approval of the conditional use permit petition of Spring Hill Cemetery Association to construct an office building, columbarium garden, and associated parking areas at 3000 Fort Avenue subject to the following conditions:

- 1. The property shall be developed in compliance with the concept plan entitled "Spring Hill Cemetery Association: Proposed Office Addition and Columbarium" as prepared by Harvey Design Land Architects, dated April 22, 2011, and received by Community Development April 22, 2011.**
- 2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.**
- 3. An approved site plan must be completed prior to construction."**

The motion passed by the following vote:

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



Est. 1852

Spring Hill Cemetery Association

3000 Fort Avenue • Lynchburg, Virginia 24501-3808
Voice: (434) 846-0801 • Fax: (434) 846-9608

May 2, 2011

Dear Property Owner:

This letter is being written in conjunction with a notice that you will be receiving from the City of Lynchburg regarding a petition by Spring Hill Cemetery Association for a conditional use permit for an addition to the current office and the creation of a new columbarium garden.

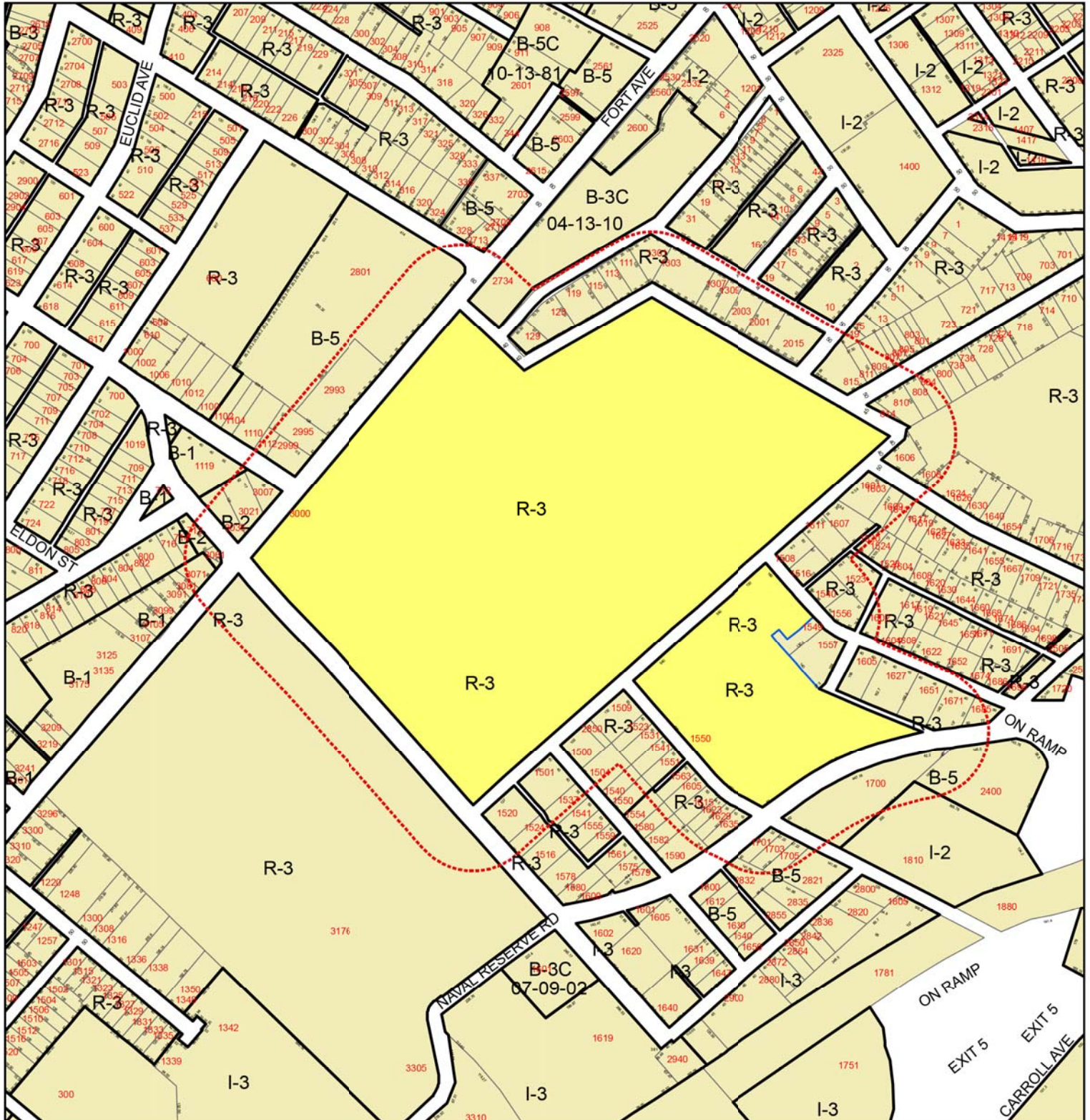
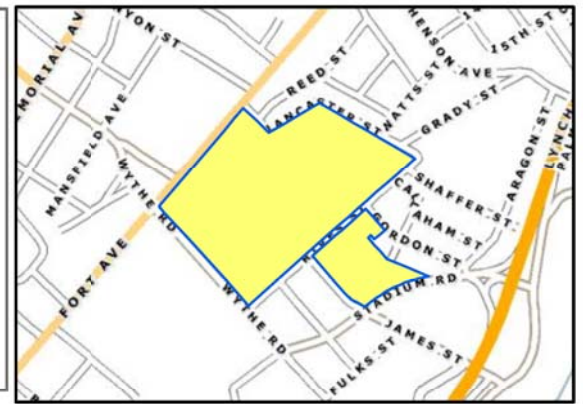
Both the addition to the office and the columbarium garden are needed so that the cemetery can better serve the Lynchburg Community in the coming years. The current office is small, antiquated and not handicap friendly. The new addition will not only add office space and be handicap accessible, but, will provide a needed environmentally controlled records room for the storage of cemetery documents. The columbarium garden will be located behind the brick wall adjacent to Fort Avenue. It will be situated opposite the office on the entrance drive into the cemetery. Visibility from Fort Avenue will be minimal and it should have no impact on nearby properties. It is anticipated that the addition of this garden will help the Association to meet the future burial needs of our community.

If you have any questions or concerns regarding this work, please contact Spring Hill Cemetery Association by calling (434) 846-0801 or by stopping by the office located at 3000 Fort Avenue. The office is open Monday – Friday from 8:00AM until 4:00PM.

Yours truly,

Eames A. Powers, Jr.
Secretary/Treasurer
Spring Hill Cemetery Association

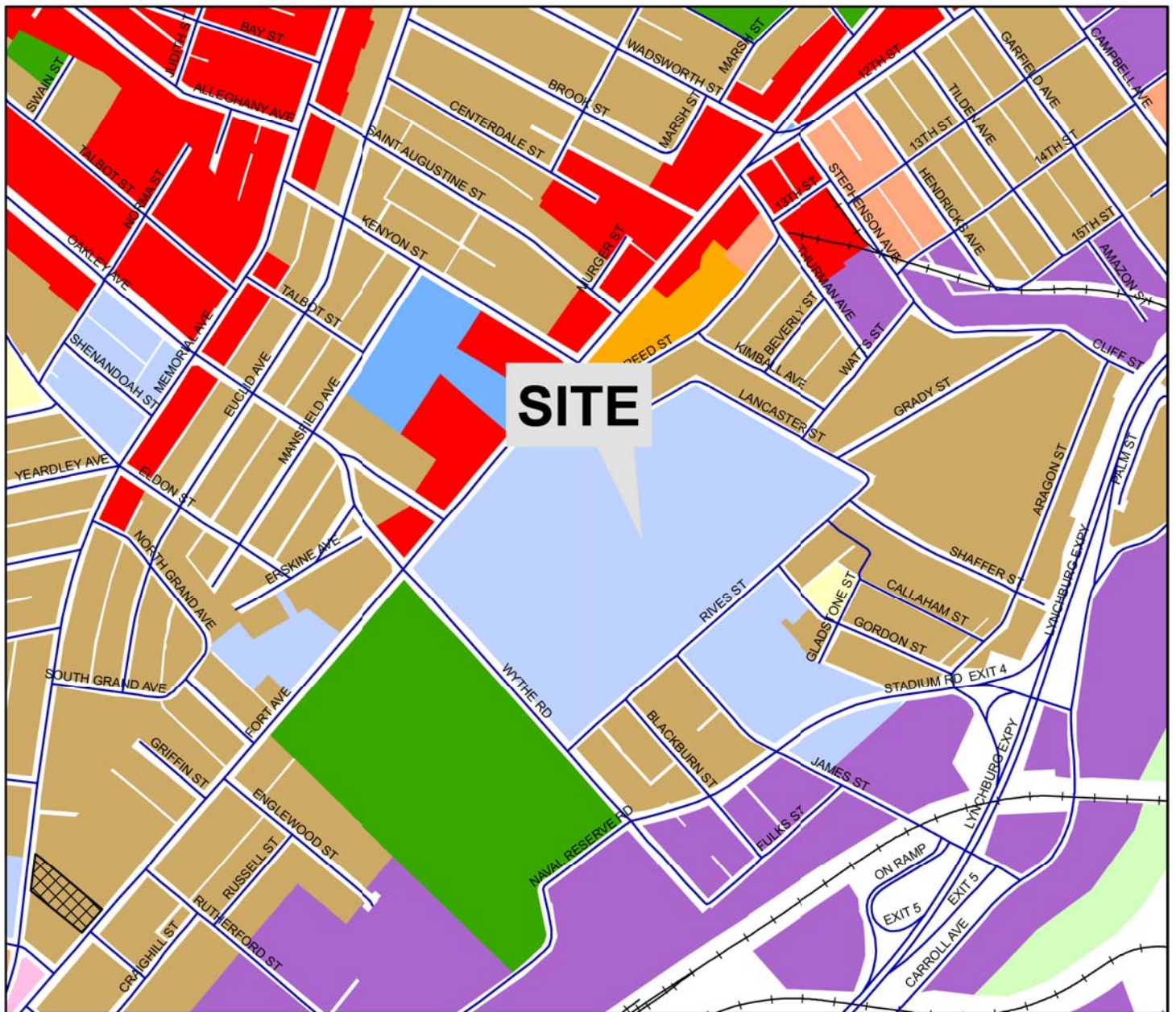
 Subject Property
 200 Foot Buffer



Spring Hill Cemetery Adjoining Owners

PIN	Owner	Local Address
02728013	VERONICA W ANDERSON	810 GRADY STREET
02736055	RICKY A AULTICE	1556 GORDON STREET
02805012	ALAN D BROOKS	1590 BLACKBURN STREET
01203024	DARRELL A BROOKS	714 ERSKINE AVENUE
02804010	LARRY W BROOKS	2832 STREETADIUM ROAD
02805006	MARIAN E BROOKS LIFE ESTATE REMAINDERMAN: ALAN D BROOKS	1563 JAMES STREET
02804003	PHILLIP H & EMOGENE G BROOKS	2821 FULKS STREET
02734009	HUGH H & LINDA A BUGG	2003 LANCASTER STREET
01203025	ALVIA L BURFORD & DARRELL A BROOKS	712 ERSKINE AVENUE
02727038	PATRICIA K BURLEY	807 A GRADY STREET
02801011	CALVARY CROSS BAPTIST CHURCH TRUSTEES	1700 JAMES STREET
02804011	JERRY W CAMPBELL	1703 JAMES STREET
01202001	CITY OF LYNCHBURG C/O STEVE LAWSON	3176 FORT AVENUE
02805016	STEVEN E COLLINS	1540 BLACKBURN STREET
02736003	BERNARD P DAVIS	1611 SHAFFER STREET
02736002	BERNARD P DAVIS	1609 SHAFFER STREET
01203028	G & G VIDEO INC	3007 FORT AVENUE
02805011	JOHN H III & BARBARA ANN GALLAGHER	1635 JAMES STREET
02804001	MICHAEL W & VERONICA GAYDOSH	1701 JAMES STREET
01203002	DELTA D GIBSON	3081 FORT AVENUE
02727045	GLOVER D & FRANCES A W GILLIAM	19 WATTS STREET
02805002	GINNY L GLADWELL	1523 JAMES STREET
01204001	THOMAS H GLIDEWELL JR	1119 OAKLEY AVENUE
01203023	DIANE B GOWEN	716 ERSKINE AVENUE
02727042	H & H PROPERTIES LLC	815 GRADY STREET
02727041	H & H PROPERTIES LLC	811 GRADY STREET
02730024	MARC H HAMILTON	1624 SHAFFER STREET
02734029	DENNIS L HENSON	115 REED STREET
02734025	DENNIS L HENSON	111 REED STREET
02734022	DENNIS L HENSON	1301 KIMBALL AVENUE
01206008	JASON C HINDS	1112 OAKLEY AVENUE
02734016	MICAH D JACKSON	1303 KIMBALL AVENUE
02804002	MELISSA S JACOBS & ROGER L JACOBS	1705 JAMES STREET
01206001	KROGER CO	2801 FORT AVENUE
01206003	KROGER CO THE WESTOVER DAIRY ACCOUNTING	2993 FORT AVENUE
02734039	LEWIS J LAYNE	129 REED STREET
02734035	LEWIS J LAYNE	123 REED STREET
02734031	LEWIS J LAYNE	119 REED STREET
02728012	LIBERTY BAPTIST COLLEGE	814 GRADY STREET
02733019	LYNCHBURG MIDTOWN LOFTS LLC	2734 FORT AVENUE
02736001	ELWOOD F MAGANN	1603 SHAFFER STREET
02727039	RAYMOND C MASON ESTATE	809 GRADY STREET
02805019	NANCY S MCCORMICK	1500 BLACKBURN STREET
01203001	MELKEN, LLC	3071 FORT AVENUE
05018011	STEVE J MIKKELSON & JOSEPH S MIKKELSON	1810 JAMES STREET
02730025	FRIEDA E NORTON TRUSTEE	1606 SHAFFER STREET
02730001	FRIEDA E NORTON TRUSTEE	1608 SHAFFER STREET
02734006	DENNIS E & BRENDA C POORE	2001 LANCASTER STREET
02728016	HILLARY M PRIOR	808 GRADY STREET
02728018	HILLARY M PRIOR	804 GRADY STREET
02734014	ROBBIE G & JULIE QUAINANCE	1307 KIMBALL AVENUE
01203032	ROY A ROBERSON JR	3061 FORT AVENUE
02736033	GLADYS R & BERNICE V RUDDER	1602 GORDON STREET
05018010	SAGAR INCORPORATED C/O SAGAR ENTERPRISES INC	2400 STADIUM ROAD
02805008	ROBERT L SPINNER	1615 JAMES STREET
01201001	SPRING HILL CEMETERY	3000 FORT AVENUE
02734001	SPRING HILL CEMETERY ASSOCIATES	2015 KIMBALL AVENUE
02805017	SPRING HILL CEMETERY ASSOCIATION	1504 BLACKBURN STREET
02805005	SPRING HILL CEMETERY ASSOCIATION	1551 JAMES STREET
02805004	SPRING HILL CEMETERY ASSOCIATION	1541 JAMES STREET
02806035	SPRING HILL CEMETERY ASSOCIATION	1524 WYTHE ROAD
02805010	SPRING HILL CEMETERY ASSOCIATION	1629 JAMES STREET
02805021	SPRING HILL CEMETERY ASSOCIATION	1580 BLACKBURN STREET
02805009	SPRING HILL CEMETERY ASSOCIATION	1623 JAMES STREET
02805014	SPRING HILL CEMETERY ASSOCIATION	1554 BLACKBURN STREET
02806036	SPRING HILL CEMETERY ASSOCIATION	1520 WYTHE ROAD
02806004	SPRING HILL CEMETERY ASSOCIATION	1537 BLACKBURN STREET

02805015	SPRING HILL CEMETERY ASSOCIATION	1550 BLACKBURN STREET
02805007	SPRING HILL CEMETERY ASSOCIATION	1605 JAMES STREET
02805003	SPRING HILL CEMETERY ASSOCIATION	1531 JAMES STREET
02805020	SPRING HILL CEMETERY ASSOCIATION	2850 RIVES STREET
02801010	SPRING HILL CEMETERY ASSOCIATION	1685 GORDON STREET
02805001	SPRING HILL CEMETERY ASSOCIATION	1509 JAMES STREET
02801009	SPRING HILL CEMETERY ASSOCIATION	1671 GORDON STREET
02801007	SPRING HILL CEMETERY ASSOCIATION	1651 GORDON STREET
02801006	SPRING HILL CEMETERY ASSOCIATION	1627 GORDON STREET
02801005	SPRING HILL CEMETERY ASSOCIATION	1605 GORDON STREET
02801004	SPRING HILL CEMETERY ASSOCIATION	1557 GORDON STREET
02801002	SPRING HILL CEMETERY ASSOCIATION	1549 GORDON STREET
02801001	SPRING HILL CEMETERY ASSOCIATION	1550 JAMES STREET
02736059	SPRING HILL CEMETERY ASSOCIATION	1516 GORDON STREET
02736060	SPRING HILL CEMETERY ASSOCIATION	1508 GORDON STREET
02736029	SPRING HILL CEMETERY ASSOCIATION	1520 CALLAHAM STREET
02736061	SPRING HILL CEMETERY ASSOCIATION	1611 RIVES STREET
02736063	SPRING HILL CEMETERY ASSOCIATION	1607 RIVES STREET
02736057	JAMES A STEWART	1540 GORDON STREET
02736030	JAMES A STEWART	1523 CALLAHAM STREET
02805013	TOWN COURT ASSOCIATES LLC	1582 BLACKBURN STREET
01120052	TURNPIKE PROPERTIES LLC	2713 FORT AVENUE
02734027	TURNPIKE PROPERTIES LLC	113 REED STREET
02734012	TYREE PROPERTIES LLC	1309 KIMBALL AVENUE
02806001	EMMA M WILLIS LIFE ESTATE, R L & M R WILLIS - REMAINDERMAN	1501 BLACKBURN STREET
02736004	GREGORY A WITT	1617 SHAFFER STREET
01206006	BEN J & JANICE A WRIGHT	2999 FORT AVENUE
01206004	BEN J & JANICE A WRIGHT	2995 FORT AVENUE
01203026	RICHARD R ZECHINI	3035 FORT AVENUE
01203027	RICHARD R ZECHINI	3021 FORT AVENUE
Representative	PROCTOR HARVEY, HARVEY LAND DESIGN ARCHITECTS	
Petitioner	SPRING HILL CEMETERY ASSOCIATION	



SITE

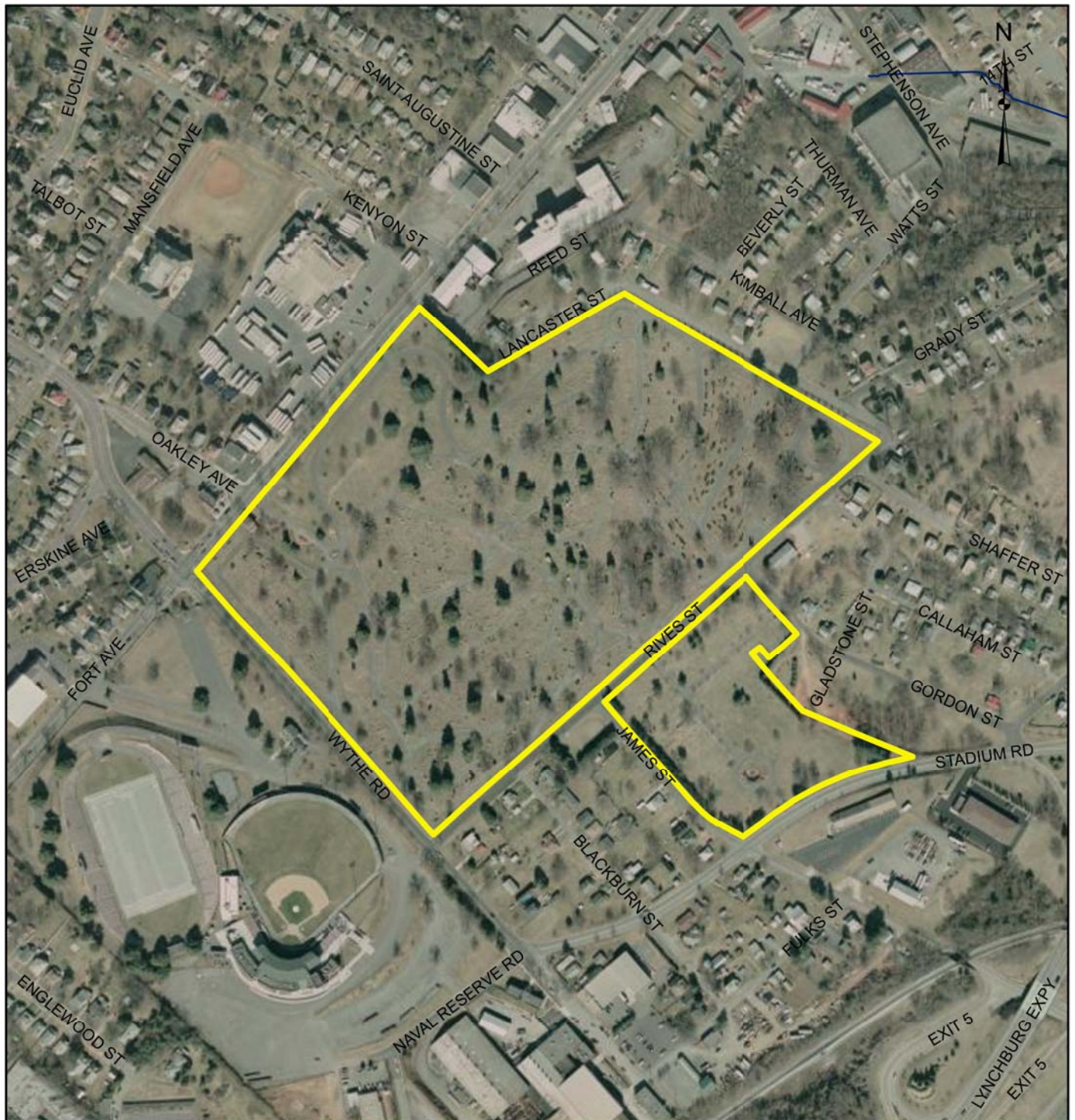
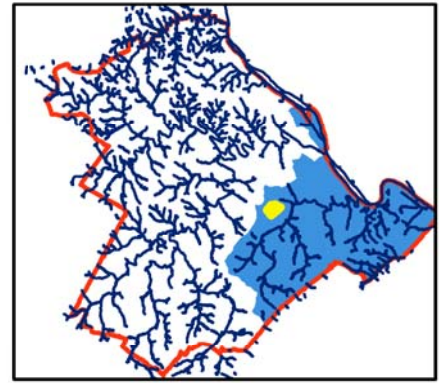
-  Local Historic District
-  Traditional Residential
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Neighborhood Commercial
-  Community Commercial
-  Regional Commercial
-  Employment 1
-  Employment 2
-  Office
-  Institution
-  Downtown
-  Public Use
-  Public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

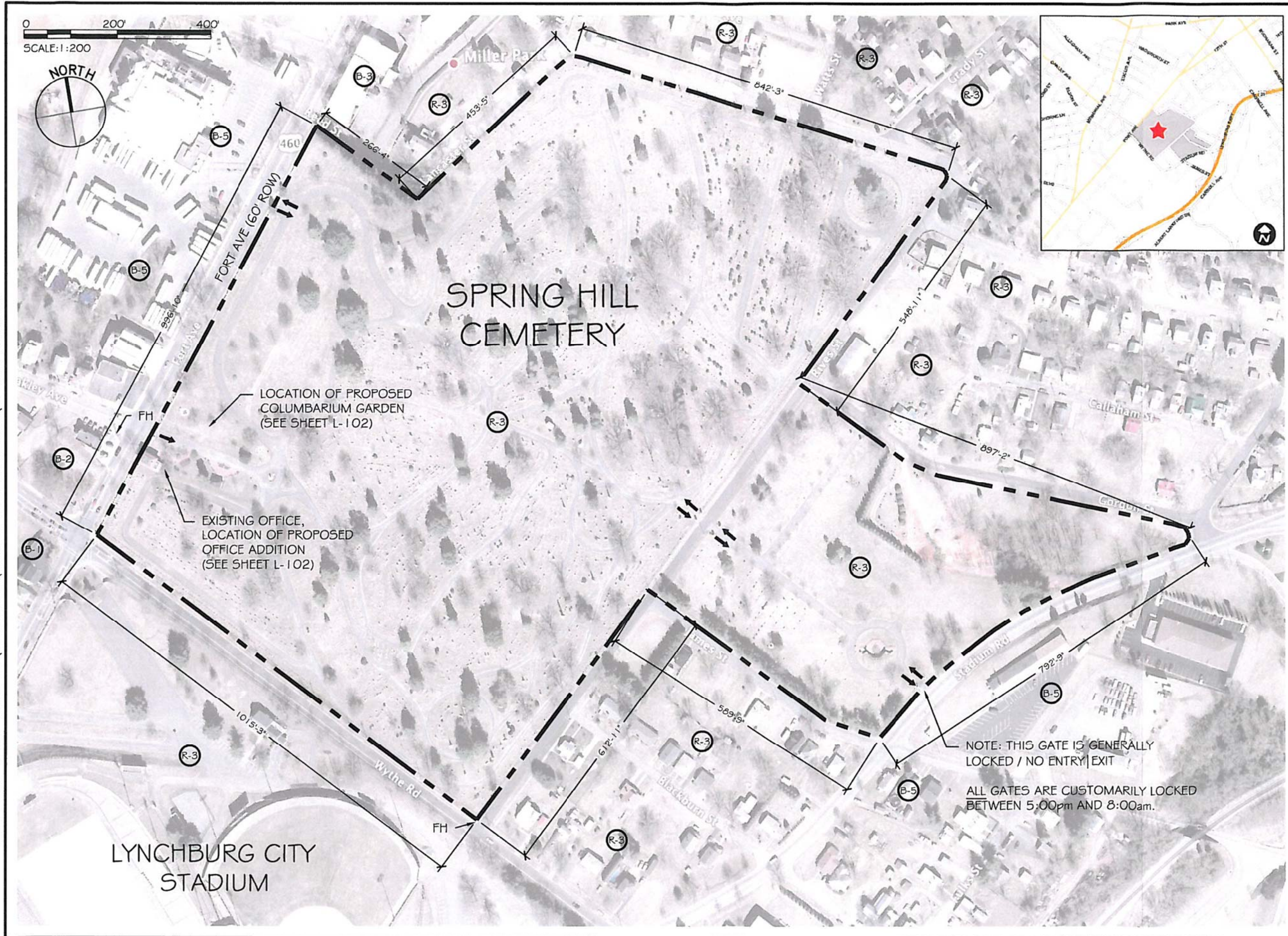
SPRING HILL CEMETERY CONDITIONAL USE PERMIT 3000 FORT AVENUE/1550 JAMES STREET LAND USE MAP



SPRING HILL CEMETERY CONDITIONAL USE PERMIT 3000 FORT AVENUE/1550 JAMES STREET

Watershed Location Map

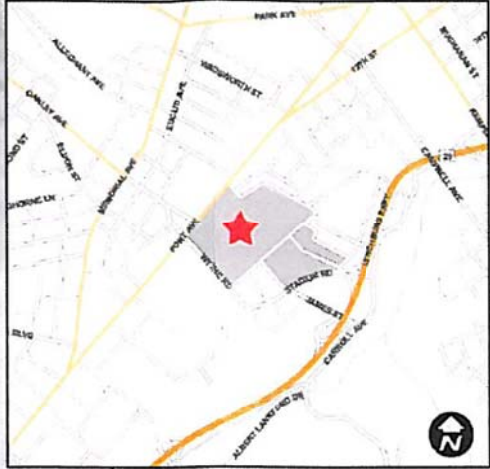
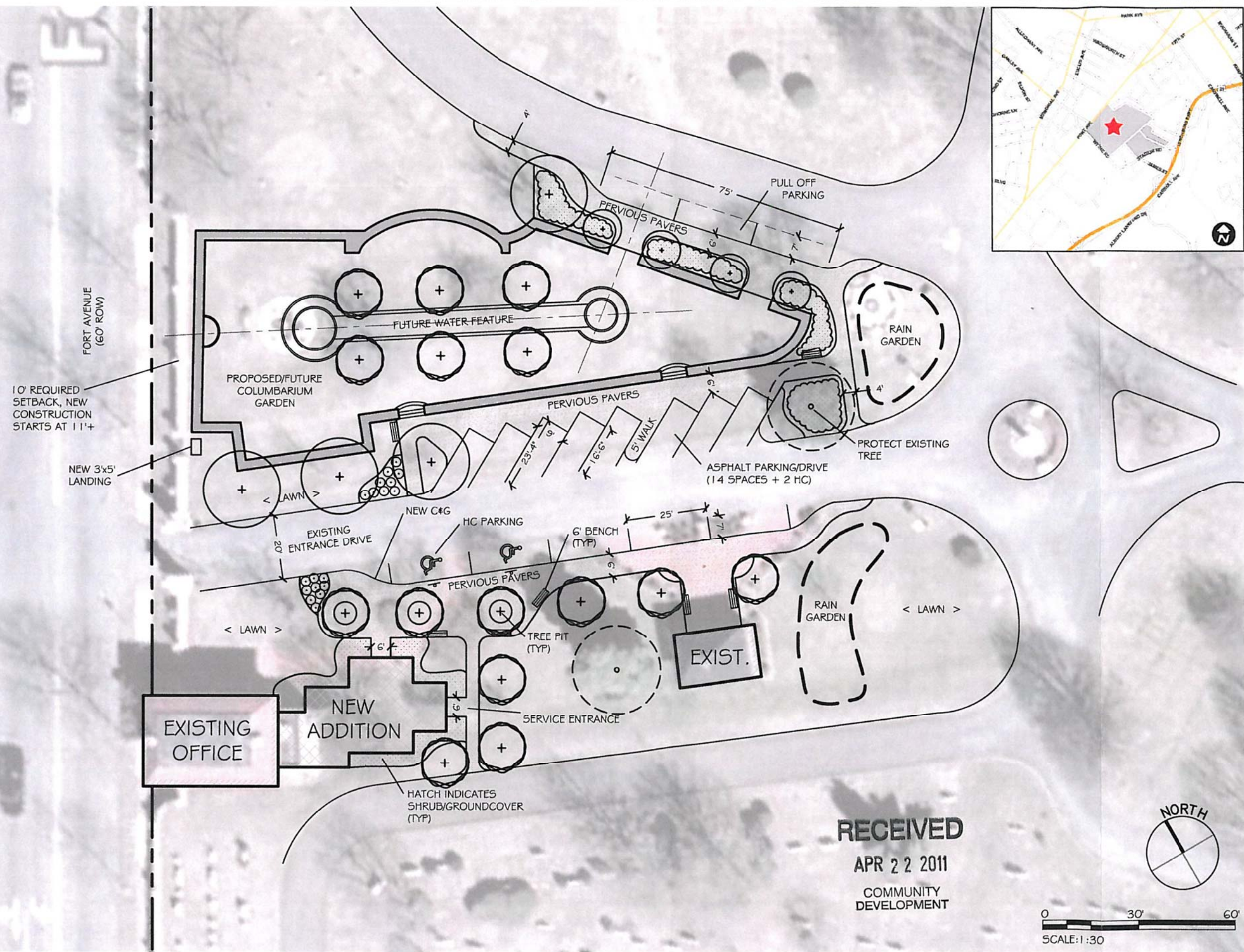




Representative:
HDLA
HARVEY DESIGN
LAND ARCHITECTS
 901 Jefferson St., Ste 208 Lynchburg, VA 24504
 Tel: 434-528-5184
 www.HDLA.biz

Owner/Petitioner:
SPRING HILL CEMETERY ASSOC.
PROPOSED OFFICE ADDITION
AND COLUMBARIUM
 3000 FORT AVENUE, LYNCHBURG, VA 24501

COMM NO:
 DATE: 4-22-11
 DRAWN: NJH
 DESIGN: PSH
 CHECK: PSH
 SITE PLAN OVERVIEW
 & ZONING
 CUP1103-0002
 SHT. NO.: L-101



Representative:

HDLA

HARVEY DESIGN LAND ARCHITECTS

901 Jefferson St., Ste 208 Lynchburg, VA 24504

Tel: 434-528-5184

www.HDLA.biz

Owner/Petitioner:

SPRING HILL CEMETERY ASSOC.

PROPOSED OFFICE ADDITION
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3000 FORT AVENUE, LYNCHBURG, VA 24501

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DESIGN: PSH

CHECK: PSH

SITE PLAN
CUP1103-0002

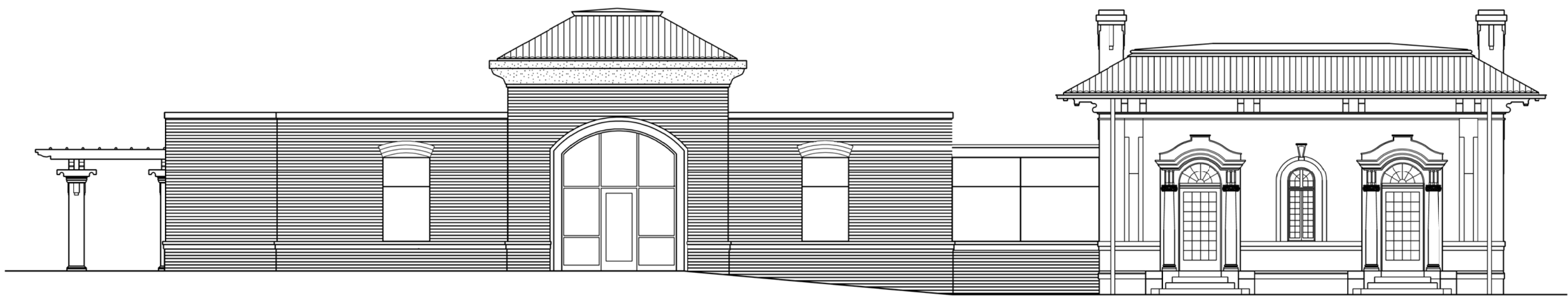
SHT. NO.: L-102

**PROGRESS SET-
NOT FOR
CONSTRUCTION**

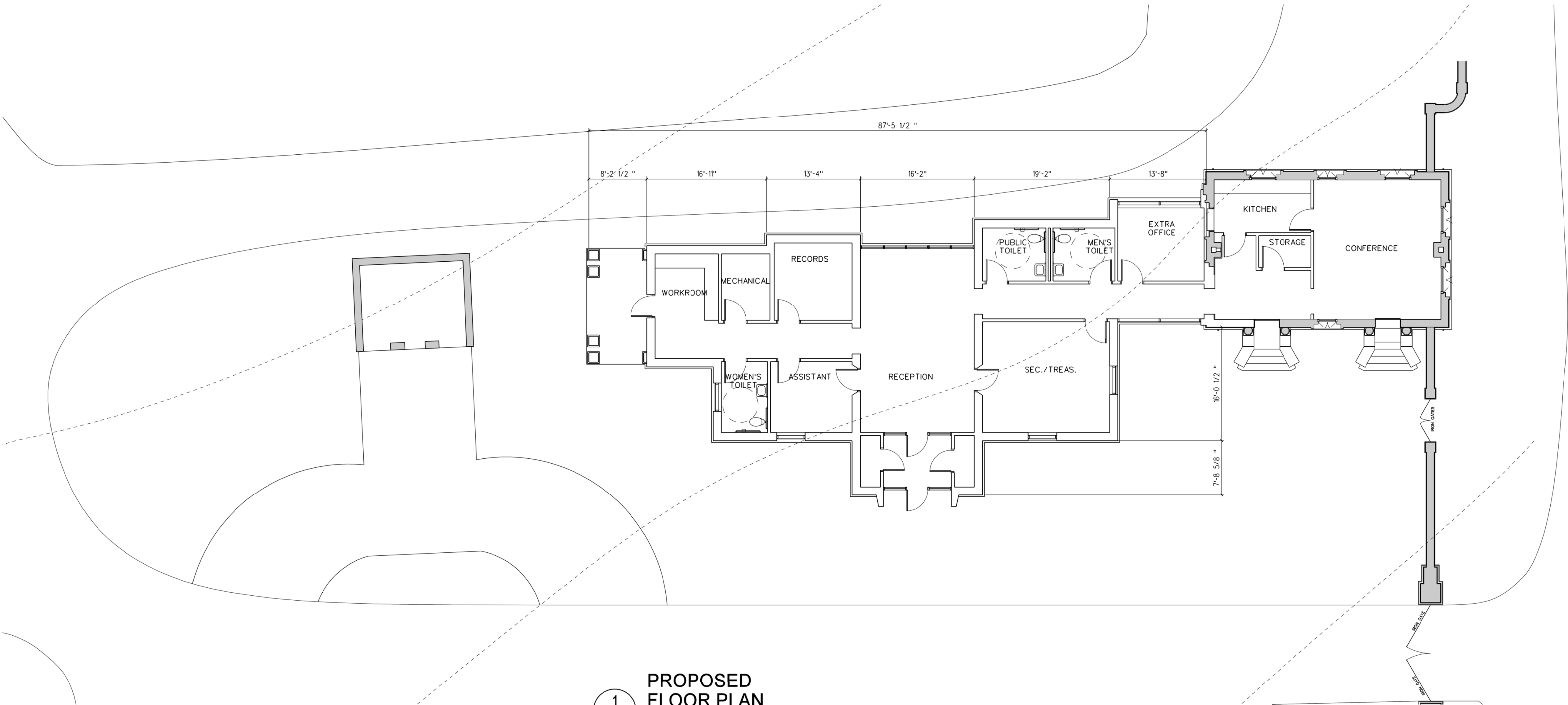
SHEET TITLE:
**PROPOSED
FLOOR PLAN &
ELEVATION**

SHEET NUMBER:

A1.1



2
A1.1
**PROPOSED
ELEVATION**
1/8" = 1'-0"



1
A1.1
**PROPOSED
FLOOR PLAN**
1/8" = 1'-0"

2,204 S.F. ADDITION



Spring Hill Cemetery
Conditional Use Permit
May 11, 2011

PLEASE PRINT

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 15

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Conditional Use Permit (CUP): Virginia University of Lynchburg (VUL) – 2054 Garfield Avenue**

RECOMMENDATION: Approval of the CUP petition.

SUMMARY: Virginia University of Lynchburg (VUL) is petitioning for a CUP at 2054 Garfield Avenue to convert an existing residence to university offices. The structure is directly adjacent to Humbles Hall and is zoned R-3, Medium Density, Two-Family Residential District.

The Planning Commission recommended approval of the rezoning petition because:

- The petition agrees with the *Comprehensive Plan 2002-2020* which recommends Institutional uses for the area.
- The petition agrees with the *Zoning Ordinance* which permits colleges and universities by CUP in an R-3 Zoning District.

PRIOR ACTION(S):

May 11, 2011: The Planning Division recommended approval of the proposed CUP petition.

The Planning Commission recommended approval of the CUP petition (6-0-1, with one abstention, Coleman)

FISCAL IMPACT: None

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

ATTACHMENT(S):

- Resolution – CUP
- Planning Commission Report – May 11, 2011
- Planning Commission Minutes – May 11, 2011
- Narrative
- Vicinity Zoning Pattern
- Vicinity Land Use
- Watershed Location Map
- Concept Plan
- Property Photograph
- Speaker Signup Sheet

REVIEWED BY: lkp

RESOLUTION:

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO VIRGINIA UNIVERSITY OF LYNCHBURG, INC. TO ALLOW THE USE OF AN EXISTING RESIDENCE IN AN R-3, MEDIUM DENSITY, TWO-FAMILY RESIDENTIAL DISTRICT AS UNIVERSITY OFFICES AT 2054 GARFIELD AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the petition of Virginia University of Lynchburg, Inc., for a conditional use permit to allow the use of an existing residence in an R-3, Medium Density, Two-Family Residential District as university offices at 2054 Garfield Avenue be, and the same is hereby, approved subject to the following conditions:

1. The property shall be used for office uses directly related to Virginia University of Lynchburg.
2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.

Adopted:

Certified:

Clerk of Council

087I

The Department of Community Development
City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission

From: Planning Division

Date: May 11, 2011

Re: Conditional Use Permit: Virginia University of Lynchburg, Inc. – 2054 Garfield Avenue

I. PETITIONER

Virginia University of Lynchburg, Inc., 2058 Garfield Avenue, Lynchburg, Virginia 24501

Representative(s): Mr. Thomas Brooks, Jr. and Ms. Amy Seipp, Acres of Virginia, Inc., 404 Clay Street, Lynchburg, Virginia 24501

II. LOCATION

The subject property is a tract of seventy-one thousandths (0.071) acres located on the main campus (adjacent to Humbles Hall) of Virginia University of Lynchburg at 2054 Garfield Avenue.

Property Owner: Virginia University of Lynchburg, Inc., 2058 Garfield Avenue, Lynchburg, Virginia 24501

III. PURPOSE

The purpose of this petition is to allow the use of an existing structure adjacent to Humbles Hall university offices in an R-3, Medium Density, Two-Family Residential District.

IV. SUMMARY

- The *Comprehensive Plan 2002-2020* recommends an “Institutional” use for the area.
- The petition agrees with the *Zoning Ordinance* in that colleges and universities are permitted in residential districts upon approval of a conditional use permit by the City Council.
- The university has been in existence at the current location since July 1888.

The Planning Division recommends approval of the conditional use permit petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2002-2020* recommends a “Traditional Residential” use for the subject property and “Institutional” uses for the area. Traditional Residential areas are applied to the City’s older neighborhoods generally built prior to World War II. Large new or expanded public and institutional uses are not appropriate for these areas unless they can be designed to blend into the existing urban fabric through landscaping or architectural treatments (**pg 5.6**). Institutional uses include the religious, educational and other nonprofit entities in the City. Examples include churches, cemeteries, private schools and universities, private nonprofit hospitals, service clubs and organizations and other nonprofit institutions (**pg. 5.3**). Land uses indicated on the Future Land Use Map (FLUM) are not intended to be parcel specific. Land use decisions need to take into account not only the *FLUM*

but also the Plan Framework Map and the policies presented in the text of the *Comprehensive Plan*. The property is directly adjacent to Humbles Hall (the main building of the university) and across the street from property designated for Institutional uses. The property is also located adjacent to the “Campbell Avenue Corridor” study area and is within a “Neighborhood Conservation” area. The Campbell Avenue Corridor study area is indicated for more detailed study and extends from the intersection of Campbell Avenue and Kelly Street to Florida Avenue. The corridor is expected to serve as an important entrance to the City from U.S. 29/460. Issues identified within the corridor include design, narrow lane widths, lack of pedestrian facilities and numerous curb cuts presenting safety issues (pg. 4.13). Neighborhood Conservation areas form the inner ring of residential development around the central business district. These neighborhoods are an extension of the Downtown with mostly traditional street layouts and excellent direct access to Downtown amenities. All of the City’s historic districts and many of the recognized historic places are found within Neighborhood Conservation Areas (pg. 4.17).

Throughout public forums held for the preparation of the *Comprehensive Plan 2002-2020*, citizens emphasized the value they place on education. Institutions of higher education offer opportunities to earn advanced degrees, for career training and for general continuing education. The City places high value on its educational resources and works with them to coordinate City planning and campus master planning/facility development (pg. 11.8).

2. **Zoning.** The subject property was annexed into the City in 1926. The existing R-3, Medium Density, Two-Family Residential District zoning was established in 1978 with the adoption of the City’s current *Zoning Ordinance*.
3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances would be needed for the development of the property as proposed.
4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On November 12, 1985, City Council approved the conditional use permit (CUP) petition of Christian Chapel to allow a building addition and parking area at 2347 Holiday Street.
 - On November 11, 1989, City Council approved the CUP petition of Virginia Seminary & College (now VUL) for the operation of a college bookstore and snack bar at 2202 Garfield Avenue.
 - On February 9, 1993, City Council approved the CUP petition of New Life Gospel Assembly for building expansions at 2261 Campbell Avenue.
 - On October 25, 1994, City Council approved the CUP petition of Christian Chapel to allow the construction of a building addition and pavilion at 2347 Holiday Street.
 - On December 9, 1997, City Council approved the CUP petition of New Life Church for the construction of a new sanctuary and parking at 2251 Campbell Avenue.
 - On April 9, 2002, City Council approved the CUP petition of Christian Chapel for the construction of a building addition and child care facility at 2347 Holliday Street.
 - On March 10, 2009, City Council adopted the Virginia University of Lynchburg as a locally designated historic district.

5. **Site Description.** The property contains a two (2)-story, wood frame, vinyl sided structure constructed in 1900. The structure has historically been used as a residence. The property is bordered to the north and east by residential uses and to the south and west by institutional (VUL) uses.
6. **Proposed Use of Property.** The purpose of this petition is to allow the use of the existing dwelling for university offices.
7. **Traffic, Parking and Public Transit.** The project would house office uses related to the university. A traffic study will be prepared when the university submits a master plan for the entire campus.

Section 35.1-25, Off-street parking and loading (e) of the *Zoning Ordinance* states that “for colleges exceeding one hundred (100) on campus and commuting students the parking need shall be determined by the petitioner and approved as part of a conditional use permit as required by Section 35.1-15”. A total of fifty-four (54) new parking spaces will be constructed as part of the proposed dormitory project and on-street parking is available along Garfield Avenue. The university has also proposed restricting freshman and sophomore students from having vehicles on campus.

The property is served by Route 2 of the Greater Lynchburg Transit Company. The closest bus stops are located at Campbell Avenue/Dewitt Street and Campbell Avenue/Price Street

8. **Stormwater Management.** A stormwater management and erosion sediment control plan will not be required as any disturbed areas will not exceed one thousand (1,000) square feet.
9. **Emergency Services.** The City Fire Marshal and Police Department had no comments of concern regarding the proposed use.
10. **Impact.** Virginia University of Lynchburg has a rich history with the cornerstone of its first building being laid in July 1888. The campus was designated as a local historic district on March 10, 2009. The university is anticipating Fall enrollment to be approximately one thousand two hundred (1,200) students. The adaptive reuse of the dwelling as office uses should have minimal impact on the area.

The school is anticipating a sixty percent (60%) growth rate in the next five (5) years. The school is currently working with Acres of Virginia, Inc. to prepare a master plan for the main campus and other properties it owns in the area. The master plan will be submitted for review by the Planning Commission and City Council as a conditional use permit request or, if adopted, as a revision to the *Zoning Ordinance*, an Institutional 1 (IN-1) zoning.

11. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the concept plan on April 19, 2011. Comments related to the proposal were minor in nature and have or will be addressed by the petitioner.

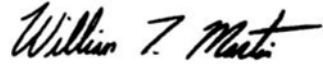
VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the conditional use permit

petition of Virginia University of Lynchburg to allow the use of the building at 2054 Garfield Avenue, subject to the following conditions:

- 1. The property shall be used for office uses directly related to Virginia University of Lynchburg.**
- 2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.**

This matter is respectfully offered for your consideration.



William T. Martin, AICP
City Planner

pc: Mr. L. Kimball Payne, III, City Manager
Ms. Bonnie M. Svrcek, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozerow, Lynchburg Police Department
Battalion Chief Greg Wormser, Fire Marshal
Mr. Douglas Saunders, Building Official
Mr. Robert Fowler, Zoning Administrator
Mr. Jacob Dorman, Environmental Reviewer
Mr. Thomas Brooks, Jr., Acres of Virginia, Inc.
Ms. Amy Seipp, Acres of Virginia, Inc.
Mr. Dave Evans, Virginia University of Lynchburg

VII. ATTACHMENTS

- 1. Vicinity Zoning Pattern**
- 2. Vicinity Proposed Land Use**
- 3. Watershed Location Map**
- 4. Concept Plan**
- 5. Narrative**
- 6. Photo**

MINUTES FROM THE MAY 11, 2011 PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED. THERE WAS NO MEETING ON MAY 25, 2011):

b. Petition of Virginia University of Lynchburg, Inc. for a conditional use permit at 2054 Garfield Avenue to allow the use of an existing dwelling as university offices in an R-3, Medium Density, Two-Family Residential District.

Mr. Martin summarized the petition for the commissioners. The university is pressed for space and needs this building for offices. The *Comprehensive Plan* recommends a Traditional Residential use for the property; however, it is adjacent to other institutional uses that are designated as such on the *Future Land Use Map (FLUM)*. The *FLUM* is not intended to be parcel specific. The house is directly adjacent to Humbles Hall. The City is currently working with the university and Acres of Virginia to create a master plan for the entire campus, including the former Barker Jennings building and hopes to have that in to the City in the very near future.

The property will not be disturbed, so a stormwater management plan is not required. This specific property is not within the historic district, so there is no historic review process required. The Planning Division recommends approval of the conditional use permit.

Mr. Dave Evans was present to represent the petition. He said the petition is pretty straightforward. The university is cramped for space. They would like to put the Institutional Advancement offices into this building.

Chair Hamilton asked if there was anyone else to speak in favor of the petition. No one came forward. She asked if anyone was present to speak in opposition to the petition. No one came forward. She closed the public hearing portion of the petition.

Chair Hamilton asked Mr. Evans about the exterior and interior modifications they plan to do to the building. Mr. Evans said they will modify the kitchen into an office and put in a kitchenette and a half bath in the rear of the house. They will convert the full bath upstairs to a half bath. The bedrooms will be converted into offices.

Chair Hamilton asked if they had talked to the neighbor next door at 2052 Garfield Avenue. Mr. Evans indicated that they had and mentioned that is one of the houses the university restored with HUD funds.

Commissioner Swienton asked Mr. Martin if there was a time frame in which the university needs to complete their master plan. Mr. Martin said there is no set time frame and the university can keep coming back with individual requests. However, that is probably not in the university's best interest. Mr. Martin thought the university was waiting for the City to move forward with the institutional district ordinance.

Commissioner Barnes asked about the indication in the narrative that the five rooms may be used as offices/classrooms. Mr. Evans said they would probably not be used as classrooms. The largest room might be a conference room but there should be no classrooms. Commissioner Barnes brought this up because he thought the building was not handicapped accessible. Mr. Evans agreed and said they did not anticipate using the building for classrooms.

Chair Hamilton asked Mr. Evans how far they plan to expand the university. Mr. Evans said that is difficult to say due to the availability of property. They do not want to create a speculation on the part of the neighborhood. The university is not in a buying frenzy, but whenever property is available, they will pursue it.

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

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the conditional use permit petition of Virginia University of Lynchburg to allow the use of the building at 2054 Garfield Avenue, subject to the following conditions:

- 1. The property shall be used for office uses directly related to Virginia University of Lynchburg.**
- 2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line."**

The motion passed by the following vote:

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

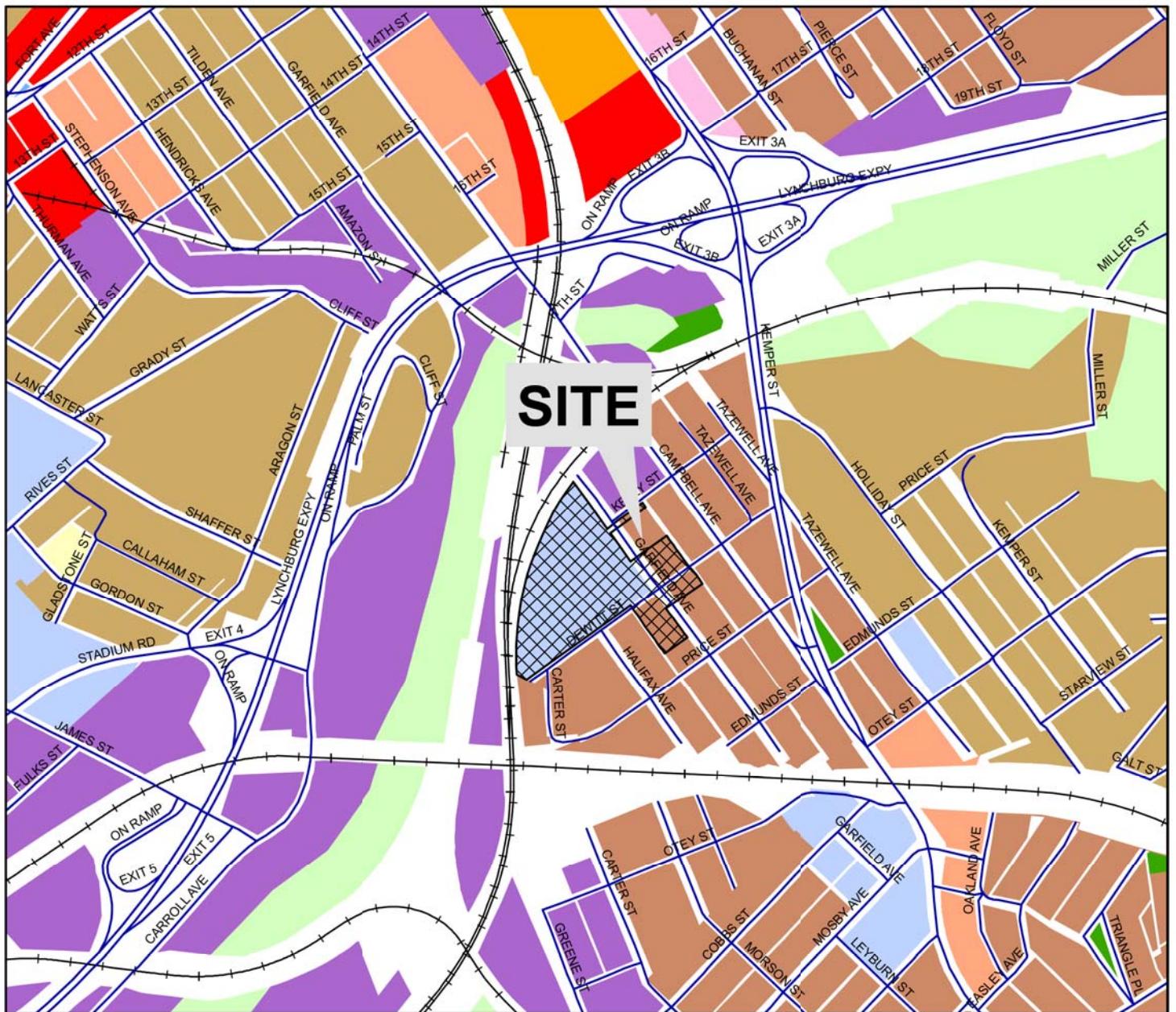
VIRGINIA UNIVERSITY OF LYNCHBURG CONDITIONAL USE PERMIT 2054 GARFIELD AVENUE

-  Subject Property
-  200 Foot Buffer



2054 Garfield Avenue Adjoining Owners

PIN	Owner	Local Address
05009009	RICHARD L BAILEY REVOCABLE LIVING TRUST	2040 GARFIELD AVENUE
05010001	EDMONIA C CARTER C/O M B FRAZIER	2101 CAMPBELL AVENUE
05010002	WILLIAM C CARTER ESTATE C/O M B FRAZIER	2107 CAMPBELL AVENUE
05010004	ANNETTE & LLOYD DIXON	2121 CAMPBELL AVENUE
05010003	ANNETTE & LLOYD DIXON	2129 CAMPBELL AVENUE
05010007	CHARLIE A & VELMA P ELLIOTT C/O JACQUELINE EARLY	2157 CAMPBELL AVENUE
05010006	HOUSING & URBAN DEVELOPMENT C/O HARRINGTON, MORAN & BARKSDALE	2147 CAMPBELL AVENUE
05010012	BETTIE L JONES	2050 GARFIELD AVENUE
05010011	SHIRLEY M LUTHER & ROY LEE JR	2052 GARFIELD AVENUE
05010014	CHARLES M L MANGUM	2046 GARFIELD AVENUE
05011001	MABEL E SAUNDERS	2201 CAMPBELL AVENUE
05010008	VIRGINIA SEMINARY	2062 GARFIELD AVENUE
05016001	VIRGINIA SEMINARY	2251 GARFIELD AVENUE
05011014	VIRGINIA SEMINARY	2202 GARFIELD AVENUE
05010009	VIRGINIA SEMINARY	2058 GARFIELD AVENUE
05010015	VIRGINIA SEMINARY	2044 GARFIELD AVENUE
05017001	VIRGINIA SEMINARY	2057 GARFIELD AVENUE
05009008	VIRGINIA UNIVERSITY OF LYNCHBURG	2059 CAMPBELL AVENUE
05010010	VIRGINIA UNIVERSITY OF LYNCHBURG INC	2054 GARFIELD AVENUE
05010005	VIRGINIA UNIVERSITY OF LYNCHBURG INC	2125 CAMPBELL AVENUE



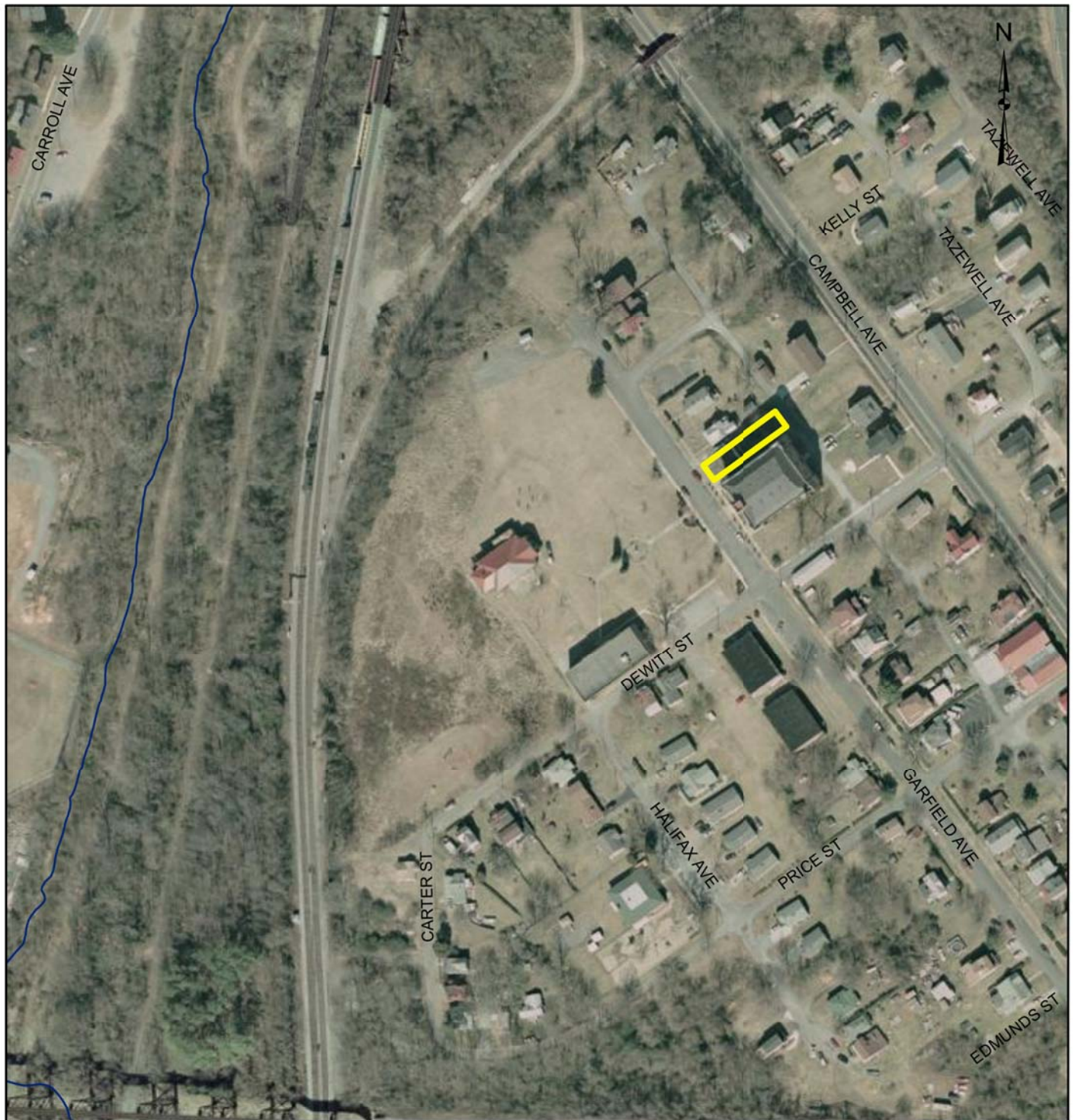
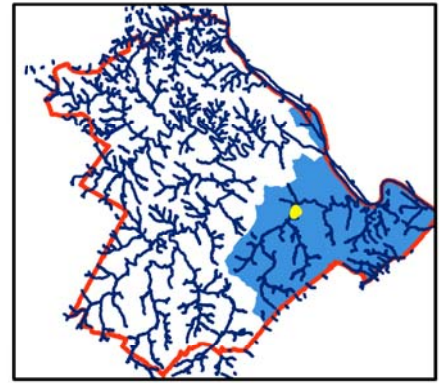
-  Local Historic District
-  Traditional Residential
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Neighborhood Commercial
-  Community Commercial
-  Regional Commercial
-  Employment 1
-  Employment 2
-  Office
-  Institution
-  Downtown
-  Public Use
-  Public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

VIRGINIA UNIVERSITY OF LYNCHBURG CONDITIONAL USE PERMIT 2054 GARFIELD AVENUE LAND USE MAP



VIRGINIA UNIVERSITY OF LYNCHBURG CONDITIONAL USE PERMIT 2054 GARFIELD AVENUE

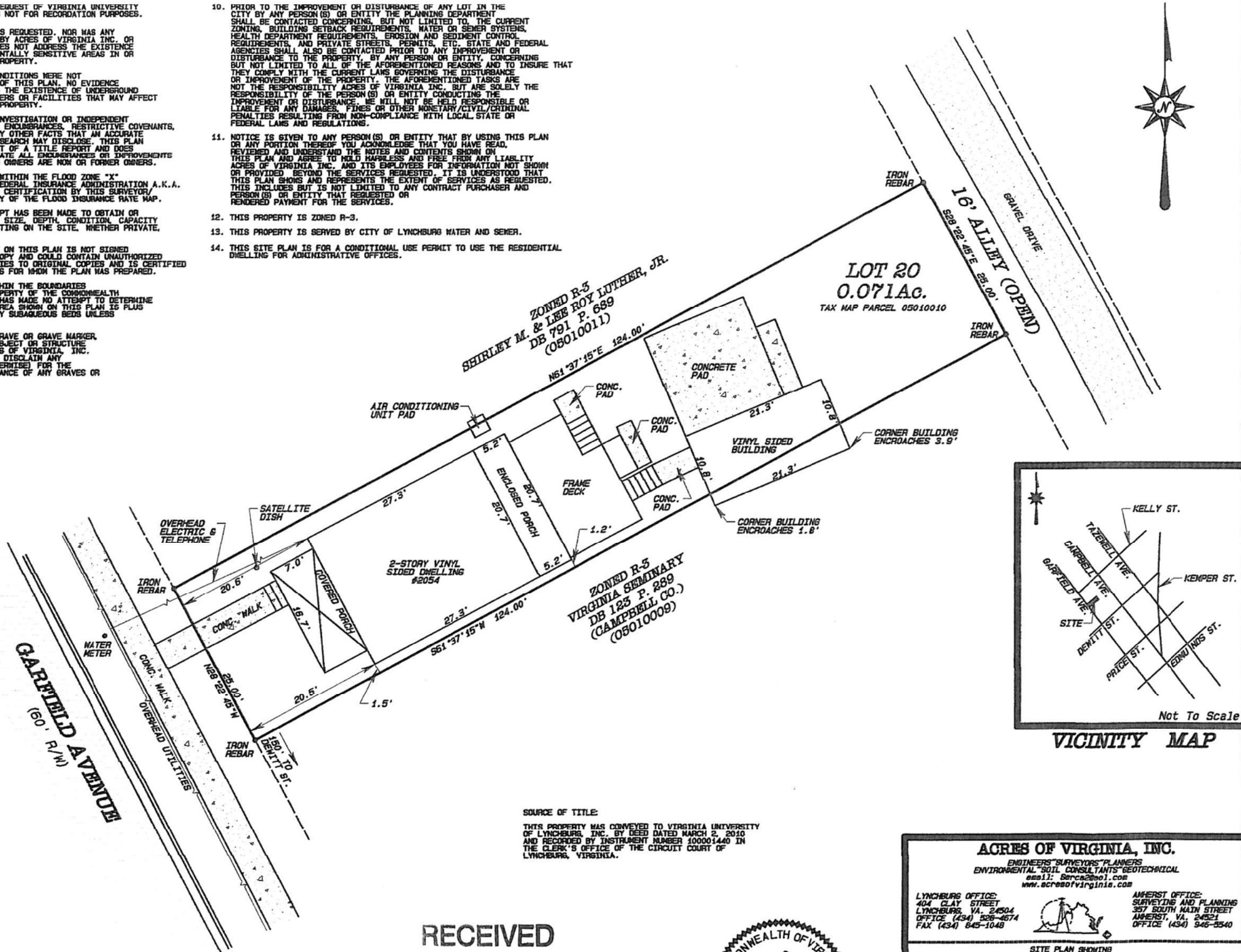
Watershed Location Map



NOTES:

1. THIS PLAN WAS PREPARED AT THE REQUEST OF VIRGINIA UNIVERSITY OF LYNCHBURG, INC. THIS PLAN IS NOT FOR RECORDATION PURPOSES.
2. NO DETERMINATION OF WETLANDS WAS REQUESTED. NOR WAS ANY DETERMINATION/DELINEATION MADE BY ACRES OF VIRGINIA INC. OR THIS PROFESSIONAL. THIS PLAN DOES NOT ADDRESS THE EXISTENCE OR DELINEATION OF ANY ENVIRONMENTALLY SENSITIVE AREAS IN OR AROUND THE BOUNDARIES OF THIS PROPERTY.
3. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS PLAN. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
4. THIS PROFESSIONAL HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE FIELD SURVEY AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES OR IMPROVEMENTS ON THIS PROPERTY. ALL ADJOINING OWNERS ARE NOW OR FORMER OWNERS.
5. THIS PROPERTY AS PLATTED FALLS WITHIN THE FLOOD ZONE "X" AS DETERMINED BY U.S.D.H.U.D. FEDERAL INSURANCE ADMINISTRATION A.K.A. F.E.M.A. AND SHOWN ON THEIR MAP CERTIFICATION BY THIS SURVEYOR/ENGINEER IS MADE TO THE ACCURACY OF THE FLOOD INSURANCE RATE MAP.
6. IN PROVIDING THIS PLAN NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
7. IF THE PROFESSIONAL'S SIGNATURE ON THIS PLAN IS NOT SIGNED WITH BLUE INK, THIS PLAN IS A COPY AND COULD CONTAIN UNAUTHORIZED ALTERATIONS. CERTIFICATION APPLIES TO ORIGINAL COPIES AND IS CERTIFIED SOLELY THE PERSON(S) OR ENTITIES FOR WHOM THE PLAN WAS PREPARED.
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9. IT IS UNLAWFUL TO DISTURB ANY GRAVE OR GRAVE MARKER. ACCORDINGLY, ANY GRAVE OR ANY OBJECT OR STRUCTURE MARKING A PLACE OF BURIAL, ACRES OF VIRGINIA, INC., AND THIS PROFESSIONAL EXPRESSLY DISCLAIM ANY RESPONSIBILITY (MONETARY OR OTHERWISE) FOR THE DESTRUCTION, REMOVAL OR DISTURBANCE OF ANY GRAVES OR GRAVE MARKERS NOT DENOTED.

10. PRIOR TO THE IMPROVEMENT OR DISTURBANCE OF ANY LOT IN THE CITY BY ANY PERSON(S) OR ENTITY THE PLANNING DEPARTMENT SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS, PERMITS, ETC. STATE AND FEDERAL AGENCIES SHALL ALSO BE CONTACTED PRIOR TO ANY IMPROVEMENT OR DISTURBANCE TO THE PROPERTY, BY ANY PERSON OR ENTITY, CONCERNING BUT NOT LIMITED TO ALL OF THE AFOREMENTIONED REASONS AND TO INSURE THAT THEY COMPLY WITH THE CURRENT LAWS GOVERNING THE DISTURBANCE OR IMPROVEMENT OF THE PROPERTY. THE AFOREMENTIONED TASKS ARE NOT THE RESPONSIBILITY ACRES OF VIRGINIA INC. BUT ARE SOLELY THE RESPONSIBILITY OF THE PERSON(S) OR ENTITY CONDUCTING THE IMPROVEMENT OR DISTURBANCE. HE WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY DAMAGES, FINES OR OTHER MONETARY/CIVIL/CRIMINAL PENALTIES RESULTING FROM NON-COMPLIANCE WITH LOCAL STATE OR FEDERAL LAWS AND REGULATIONS.
11. NOTICE IS GIVEN TO ANY PERSON(S) OR ENTITY THAT BY USING THIS PLAN OR ANY PORTION THEREOF YOU ACKNOWLEDGE THAT YOU HAVE READ, REVIEWED AND UNDERSTAND THE NOTES AND CONTENTS SHOWN ON THIS PLAN AND AGREE TO HOLD HARMLESS AND FREE FROM ANY LIABILITY ACRES OF VIRGINIA INC. AND ITS EMPLOYEES FOR INFORMATION NOT SHOWN OR PROVIDED BEYOND THE SERVICES REQUESTED. IT IS UNDERSTOOD THAT THIS PLAN SHOWS AND REPRESENTS THE EXTENT OF SERVICES AS REQUESTED. THIS INCLUDES BUT IS NOT LIMITED TO ANY CONTRACT PURCHASER AND PERSON(S) OR ENTITY THAT REQUESTED OR RENDERED PAYMENT FOR THE SERVICES.
12. THIS PROPERTY IS ZONED R-3.
13. THIS PROPERTY IS SERVED BY CITY OF LYNCHBURG WATER AND SEWER.
14. THIS SITE PLAN IS FOR A CONDITIONAL USE PERMIT TO USE THE RESIDENTIAL DWELLING FOR ADMINISTRATIVE OFFICES.



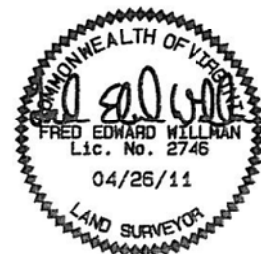
SOURCE OF TITLE:

THIS PROPERTY WAS CONVEYED TO VIRGINIA UNIVERSITY OF LYNCHBURG, INC. BY DEED DATED MARCH 2, 2010 AND RECORDED BY INSTRUMENT NUMBER 100001440 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF LYNCHBURG, VIRGINIA.

RECEIVED

MAY 02 2011

COMMUNITY DEVELOPMENT



ACRES OF VIRGINIA, INC.

ENGINEERS SURVEYORS PLANNERS
ENVIRONMENTAL SOIL CONSULTANTS GEOTECHNICAL
email: acres2001.com
www.acresofvirginia.com

LYNCHBURG OFFICE:
404 CLAY STREET
LYNCHBURG, VA. 24504
OFFICE (434) 526-4574
FAX (434) 845-1048



AMHERST OFFICE:
SURVEYING AND PLANNING
357 SOUTH MAIN STREET
AMHERST, VA. 24321
OFFICE (434) 945-5540

SITE PLAN SHOWING
LOT 20 BLOCK 19

SOUTH LYNCHBURG

LYNCHBURG, VIRGINIA

SCALE: 1"=10'

DATE: APRIL 25, 2011

CONTRACT NO. 11611/6111-SEWER-NEWJOB2011

TAX MAP 05010010

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NOTICE

REQUEST FOR CONDITIONAL USE PERMIT

APPLICANT OR OWNER: VIRGINIA UNIVERSITY OF LYNCHBURG

PHONE NO.: 434-522-8276

ADDRESS: 2054 GARFIELD AVE.

PRESENT ZONING: R-3

PROPOSED USE: INSTITUTIONAL OFFICES

ADDITIONAL INFORMATION: CALL PLANNING DIVISION, DEPT.
OF COMMUNITY DEVELOPMENT, 455-3500

May 11, 2011

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 16

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Conditional Use Permit (CUP): Virginia University of Lynchburg (VUL) – New Dormitory**

RECOMMENDATION: Approval of the CUP petition.

SUMMARY: Virginia University of Lynchburg (VUL) is petitioning for a CUP at 2057 Garfield Avenue to construct a four (4)-story building with basement for use as a two hundred twenty-four (224)-bed student dormitory and associated fifty four (54)-space parking area in an R-3, Medium Density, Two-Family Residential District. The project, as proposed, was approved by the City's Historic Preservation Commission (HPC) on May 16, 2011.

The Planning Commission recommended approval of the rezoning petition because:

- The petition agrees with the *Comprehensive Plan 2002-2020* which recommends an Institutional use for the property.
- The petition agrees with the *Zoning Ordinance* which permits colleges and universities by CUP in an R-3, Medium Density, Two-Family Residential District.

PRIOR ACTION(S):

April 27, 2011: The Planning Division recommended approval of the proposed CUP petition.

The Planning Commission recommended approval of the CUP petition (5-0, with one abstention, Coleman and one absence, Hannon).

FISCAL IMPACT: None

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

ATTACHMENT(S):

- Resolution – CUP
- Planning Commission Report – April 27, 2011
- Planning Commission Minutes – April 27, 2011
- Narrative
- Vicinity Zoning Pattern
- Vicinity Land Use
- Watershed Location Map
- Concept Plan
- Building Elevations
- Property Photographs
- Speaker Signup Sheet

REVIEWED BY: lkp

RESOLUTION:

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO VIRGINIA UNIVERSITY OF LYNCHBURG, INC. TO ALLOW THE CONSTRUCTION OF A FOUR (4)-STORY BUILDING WITH BASEMENT TO BE USED AS A TWO HUNDRED TWENTY-FOUR (224)-BED STUDENT DORMITORY AND ASSOCIATED FIFTY-FOUR (54)-SPACE PARKING AREA IN AN R-3, MEDIUM DENSITY, TWO-FAMILY RESIDENTIAL DISTRICT LOCATED AT 2057 GARFIELD AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the petition of Virginia University of Lynchburg, Inc., for a conditional use permit to allow the construction of a four (4)-story building with basement to be used as a two hundred twenty-four (224)-bed student dormitory and associated fifty-four (54)-space parking area in an R-3, Medium Density, Two-Family Residential District located at 2057 Garfield Avenue be, and the same is hereby, approved subject to the following conditions:

1. The property shall be developed in compliance with the concept plan entitled "Virginia University of Lynchburg Student Dormitory, 2057 Garfield Avenue" as prepared by Acres of Virginia, Inc., dated March 17, 2011, as revised April 12, 2011, and received by Community Development April 15, 2011.
2. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.

Adopted:

Certified:

Clerk of Council

090I

The Department of Community Development
City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: April 27, 2011
Re: Conditional Use Permit: Virginia University of Lynchburg, Inc. – 2057 Garfield Avenue

I. PETITIONER

Virginia University of Lynchburg, Inc., 2058 Garfield Avenue, Lynchburg, Virginia 24501
Representative(s): Mr. Thomas Brooks, Jr. and Ms. Amy Seipp, Acres of Virginia, Inc., 404 Clay Street, Lynchburg, Virginia 24501

II. LOCATION

The subject property is a tract of five and eighty-six hundredths (5.86) acres located on the main campus of Virginia University of Lynchburg at 2057 Garfield Avenue.

Property Owner: Virginia University of Lynchburg, Inc., 2058 Garfield Avenue, Lynchburg, Virginia 24501

III. PURPOSE

The purpose of this petition is to allow the construction of a four (4)-story building with basement to be used as a two hundred twenty-four (224)-bed student dormitory and fifty-four (54)-space parking area in an R-3, Medium Density, Two-Family Residential District.

IV. SUMMARY

- The petition agrees with the *Comprehensive Plan 2002-2020* which recommends an “Institutional” use for the property.
- The petition agrees with the *Zoning Ordinance* in that colleges and universities are permitted in residential districts upon approval of a conditional use permit by the City Council.
- The university has been in existence at the current location since July 1888.

The Planning Division recommends approval of the conditional use permit petition.

V. FINDINGS OF FACT

- 1. Comprehensive Plan.** The *Comprehensive Plan 2002-2020* recommends an “Institutional” use for the subject property. Institutional uses include the religious, educational and other nonprofit entities in the City. Examples include churches, cemeteries, private schools and universities, private nonprofit hospitals, service clubs and organizations and other nonprofit institutions. (pg. 5.3)

The property is also located adjacent to the “Campbell Avenue Corridor” study area and is within a “Neighborhood Conservation” area. The Campbell Avenue Corridor study area is indicated for more detailed study and extends from the intersection of Campbell Avenue and Kelly Street to Florida Avenue. The corridor

is expected to serve as an important entrance to the City from U.S. 29/460. Issues identified within the corridor include design, narrow lane widths, lack of pedestrian facilities and numerous curb cuts presenting safety issues. (pg. 4.13) Neighborhood Conservation areas form the inner ring of residential development around the central business district. These neighborhoods are an extension of the Downtown with mostly traditional street layouts and excellent direct access to Downtown amenities. All of the City's historic districts and many of the recognized historic places are found within Neighborhood Conservation Areas. (pg. 4.17)

Throughout public forums held for the preparation of the *Comprehensive Plan 2002-2020*, citizens emphasized the value they place on education. Institutions of higher education offer opportunities to earn advanced degrees, for career training and for general continuing education. The City places high value on its educational resources and works with them to coordinate City planning and campus master planning/facility development. (pg. 11.8)

2. **Zoning.** The subject property was annexed into the City in 1926. The existing R-3, Medium Density, Two-Family Residential District zoning was established in 1978 with the adoption of the City's current *Zoning Ordinance*.
3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances would be needed for the development of the property as proposed.
4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On November 12, 1985, City Council approved the conditional use permit (CUP) petition of Christian Chapel to allow a building addition and parking area at 2347 Holiday Street.
 - On November 11, 1989, City Council approved the CUP petition of Virginia Seminary & College (now VUL) for the operation of a college bookstore and snack bar at 2202 Garfield Avenue.
 - On February 9, 1993, City Council approved the CUP petition of New Life Gospel Assembly for building expansions at 2261 Campbell Avenue.
 - On October 25, 1994, City Council approved the CUP petition of Christian Chapel to allow the construction of a building addition and pavilion at 2347 Holiday Street.
 - On December 9, 1997, City Council approved the CUP petition of New Life Church for the construction of a new sanctuary and parking at 2251 Campbell Avenue.
 - On April 9, 2002, City Council approved the CUP petition of Christian Chapel for the construction of a building addition and child care facility at 2347 Holliday Street.
 - On March 10, 2009, City Council adopted the Virginia University of Lynchburg locally designated historic district.
5. **Site Description.** The property contains two (2) historic buildings used by the university and slopes gently from the intersection of Garfield Avenue and Dewitt Street in a northwesterly direction to the Norfolk and Southern Railroad. The property is bound to the north and west by the Norfolk and Southern Railroad and to the east and south by single-family homes, institutional uses and vacant land.
6. **Proposed Use of Property.** The purpose of this petition is to allow the construction of a four (4)-story building with a basement and a maximum height of sixty-five (65) feet. The building

would be used as a two hundred twenty-four (224)-bed student dormitory to support the anticipated growth of the university. The petition would also allow the construction of a fifty-four (54)-space parking area adjacent to the proposed building.

7. **Traffic, Parking and Public Transit.** The project would house residence students. The university has stated that freshman and sophomore students will not be allowed to have vehicles on campus, which would significantly reduce the amount of vehicle trips. As such, the City's former Transportation Engineer, Gerry Harter, did not require a traffic study. Mr. Harter did state that in order to address transportation impacts from future growth, a traffic study and improvements would be required to address delays from vehicles entering Campbell Avenue.

Section 35.1-25, Off-street parking and loading (e) of the *Zoning Ordinance* states that "for colleges exceeding one hundred (100) on campus and commuting students the parking need shall be determined by the petitioner and approved as part of a conditional use permit as required by Section 35.1-15". The petitioner has indicated a total of fifty-four (54) new parking spaces and also included the proposed restriction to not allow freshman and sophomore students to have vehicles on campus.

The property is served by Route 2 of the Greater Lynchburg Transit Company. The closest bus stops are located at Campbell Avenue/Dewitt Street (approximately eight hundred nine (809) feet walking distance from the proposed dorm) and Campbell Avenue/Price Street (approximately one thousand two hundred (1,200) feet walking distance from the proposed dorm).

8. **Stormwater Management.** A stormwater management and erosion sediment control plan is required since the disturbed area will exceed one thousand (1,000) square feet. Minimum Standard 19 of the Virginia Erosions & Sediment Control Handbook requires that stormwater be discharged into an adequate receiving channel at pre-development rates. The property slopes to the northwest and is bound by Norfolk and Southern Railroad. The existing culvert within the railroad embankment is likely inadequate; therefore making designating an "adequate" receiving channel difficult. Section 16.2-55, of the City Code provides that an exception to the Stormwater Management Ordinance may be granted if the purpose and intent of the chapter is preserved.

The petitioner has not formally submitted a stormwater design, but has verbally communicated the intent to address both quantity and quality of stormwater by the use of infiltration. Stormwater release from the site would be required to be at or below pre-development conditions. In addition, the restriction provided by the existing railroad culvert would cause any surface flow to pond on VUL property in lieu of sending additional stormwater volumes downstream.

9. **Emergency Services.** The City Fire Marshal's comments are related to fire hydrant locations, vehicle turnaround points and fire flow calculations. A new fire hydrant is proposed at the south side of the entrance to the parking lot and a vehicle turnaround has been indicated on the concept plan. Fire flow calculations will be provided once the sprinkler system is designed and prior to building permits being issued.

The City Police Department provided comments related to no trespassing signage, lighting and general safety issues. Comments are being considered by the petitioner and have or will be addressed prior to final concept plan approval.

10. **Impact.** Virginia University of Lynchburg has a rich history with the cornerstone of its first building being laid in July 1888. The campus was designated as a local historic district on March 10, 2009. The university is anticipating fall enrollment to be approximately one thousand two hundred (1,200) students. The construction of the two hundred twenty-four (224)-bed dormitory would allow the university to accommodate increased enrollments. The preliminary concept plan indicates a fifty-four (54)-space parking area; however, the university has indicated that freshman and sophomore students would not be allowed to have vehicles on campus.

Since the property is located in the Virginia University of Lynchburg Historic District, approval from the City's Historic Preservation Commission (HPC) will be required. The Certificate of Appropriateness (COA) was considered by the HPC on April 18, 2011. The HPC requested that additional information related to building materials be submitted and the COA will be considered at the May 16, 2011 HPC meeting.

The school is anticipating a sixty percent (60%) growth rate in the next five (5) years. The school is currently working with Acres of Virginia, Inc. to prepare a master plan for the main campus and other properties it owns in the area. The master plan will be submitted for review by the Planning Commission and City Council as a conditional use permit request or, if adopted, as a revision to the *Zoning Ordinance*, an Institutional 1 (IN-1) zoning.

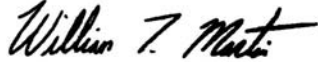
11. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the concept plan on April 5, 2011. Comments related to the proposal were minor in nature and have or will be addressed by the petitioner.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the conditional use permit petition of Virginia University of Lynchburg to construct a dormitory and associated parking at 2057 Garfield Avenue subject to the following conditions:

1. The property shall be developed in compliance with the concept plan entitled "Virginia University of Lynchburg Student Dormitory, 2057 Garfield Avenue" as prepared by Acres of Virginia, Inc., dated March 17, 2011, as revised April 12, 2011 and received by Community Development April 15, 2011.
2. Approval from the Historic Preservation Commission (HPC) shall be obtained prior to the issuance of any building permits.
3. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line.

This matter is respectfully offered for your consideration.

A handwritten signature in black ink that reads "William T. Martin". The signature is written in a cursive, flowing style.

William T. Martin, AICP
City Planner

pc: Mr. L. Kimball Payne, III, City Manager
Ms. Bonnie M. Svrcek, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozerow, Lynchburg Police Department
Battalion Chief Greg Wormser, Fire Marshal
Mr. Douglas Saunders, Building Official
Mr. Robert Fowler, Zoning Administrator
Mr. Jacob Dorman, Environmental Reviewer
Mr. Thomas Brooks, Jr., Acres of Virginia, Inc.
Ms. Amy Seipp, Acres of Virginia, Inc.
Mr. Dave Evans, Virginia University of Lynchburg

VII. ATTACHMENTS

- 1. Vicinity Zoning Pattern**
- 2. Vicinity Proposed Land Use**
- 3. Watershed Location Map**
- 4. Concept Plan**
- 5. Narrative**
- 6. Building Elevations**
- 7. Photo**

MINUTES FROM THE APRIL 27, 2011 PLANNING COMMISSION MEETING (MINUTES HAVE BEEN APPROVED):

a. Petition of Virginia University of Lynchburg for a conditional use permit to allow the construction of a two hundred twenty-four bed student dormitory and associated parking in an R-3, Medium Density Two-Family Residential District at 2057 Garfield Avenue.

Mr. Kevin Henry explained that the conditional use permit would allow the construction of a four-story dorm with 224 beds and 54 parking spaces. The existing R-3 zoning was established in 1978 with the adoption of the *Zoning Ordinance*. The *Comprehensive Plan* recommends Institutional uses in this area. This would include such things as churches, cemeteries, private schools, universities, private non-profit hospitals and other non-profit institutions. The property is also located adjacent to the Campbell Avenue Corridor study area. The Campbell Avenue Corridor study area is indicated for more detailed study and extends from the intersection of Campbell Avenue and Kelly Street to Florida Avenue. The corridor is expected to serve as an important entrance to the City from U.S. 29 and U.S. 460. Issues identified within the corridor include design, narrow lane widths, lack of pedestrian facilities and numerous curb cuts presenting safety issues.

The university has stated that freshman and sophomore students will not have vehicles on campus, which would significantly reduce the amount of trips to the campus. As such, the City's former Transportation Engineer, Gerry Harter, did not require a traffic study to be done. Mr. Harter did state that in order to address the transportation impacts from future growth, a traffic study would be required to address delays for vehicles entering Campbell Avenue. Helping reduce the trips in and out of the property, the property is served by Route 2 of the Greater Lynchburg Transit System (GLTC). The closest bus stops are located at Campbell Avenue and DeWitt Street about 800 feet from the proposed dorm. There is another stop at Campbell Avenue and Price Street about 1200 feet from the proposed dorm.

Virginia University of Lynchburg (VUL) has a rich history with the cornerstone of its first building being laid in July 1888. The campus was designated as a local historic district in March 2009. Since the property is located in the VUL historic district, approval from the City's Historic Preservation Commission (HPC) is going to be required. The Certificate of Appropriateness (COA) is to be considered at the HPC meeting on May 16, 2011.

Throughout public forums held for the preparation of the *Comprehensive Plan*, citizens emphasized the value they placed on education. The City places high value on its educational resources and works with them to coordinate City planning and campus planning with facility development. Hand in hand with the notion of promoting higher education within the City, VUL is anticipating a 60 percent growth within the next five years. The school is currently working with Acres of Virginia to prepare a master plan for the main campus and other properties it owns in the area. The master plan will be submitted for review by the Planning Commission and City Council as a conditional use permit request. If adopted, VUL could also apply for the institutional zoning IN-1 as part of that master plan.

Based upon the facts given within the report and stated today, staff recommends approval of the conditional use permit with the conditions attached in the report.

Ms. Amy Seipp came forward to represent the petition. She remarked that VUL is Lynchburg's oldest institution of higher education for men and women beginning in 1886. The site where this dormitory will be placed was originally the site of an old dormitory called Hayes Hall. It was demolished because of disrepair and was condemned at one time. VUL can currently house 96 students and the university has a backlog of 400 students waiting to come onto campus. Obviously, this is a great seller project for the university and the City as well. It is crucial to VUL's growth. VUL did go before the HPC in April. While they have not yet voted on the COA, the members did give their vote of confidence to move forward with

the project. This will be the first new construction building in a historic district. It is made out of historic materials such as brick and copper, which really promote the historic district and fit with the entire campus.

There is intent by the university to ultimately seek an IN-1 zoning. Ms. Seipp would even go as far as to say that this may be the first IN zoning in the City. The sense of urgency for the university is that crucial. They have students who want to be here; they just need facilities to put them in. The university also owns the Barker Jennings building and in the future is looking to move that forward as a conditional use as well. They have been through several iterations of comments with staff regarding the technical merit of the plans. She thinks they have a good handle on that. There is some relocation of utilities and other finer details with site development. She is excited personally about this project. It is wonderful for the university.

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

Commissioner Barnes said he is very much in support of the project but has questions about the stormwater management. According to the petition, the stormwater design had not been completed but there seems to be some problems with an existing culvert and the railroad embankment. He asked Ms. Seipp to talk about plans for stormwater. Ms. Seipp commented that the topography of the site is quite a hindrance. Because of the age of the campus, there is no stormwater management. Unfortunately, it is bordered by the railroad. In conjunction with the new stormwater regulations that are coming out, many opportunities have opened up to use newer methods. Right now, what Acres of Virginia is proposing is basically a full infiltration of the stormwater to return it to better than the conditions that currently exist. She has spoken with Jacob Dorman, Environmental Reviewer, and they have gone over the approach. They will capture the water from almost the entire campus, which is a huge improvement over what they have now. It is going to be a very natural, very green stormwater management plan. There will be lots of grasses and plantings. Because of the walking nature of the campus, the plantings will not be obtrusive. This is a fairly low impact type of stormwater management approach that is planned right now.

Mr. Jacob Dorman came forward to further explain the plans for stormwater management. They have come up with two really long infiltration trenches that will be easier to maintain than a large pond. One will serve the dormitory project and one will capture basically everything else from campus. It is going to be located so that other development will not impact those infiltration areas. They may be able to use these measures as part of future development. Chair Hamilton asked about the length of the parabolic vegetative swale. Ms. Seipp said it is probably 200 to 300 feet. Chair Hamilton thought this was some creative thinking. Ms. Seipp said the approach with these is to capture more of the initial runoff. Nobody likes to look at a detention pond that eats up lots of real estate. The state has even said that they would much rather see more captured in a green sort of manner. They felt this was being good stewards of the university's money as well as to try to give them something that was easily maintained by their staff that was safe for students but yet is kind of forward thinking for the future. They could have put in a big pond but then what does the university do when they want to put in another building?

Commissioner Hooper asked if this is in the area that is all seeded now and Mr. Dorman said that was correct. It is actually a little further down. One of the other issues that he thinks that everyone probably recognizes is that the site, as you get closer to the railroad tracks, is obviously lower than the railroad tracks, which is always going to cause a problem when it comes to stormwater. They think is a bit of an innovative way to avoid going through the hassle of negotiating with the railroad to use their culvert. They think this is a good way to handle future development on campus.

Chair Hamilton asked Ms. Seipp to give them an overview of what the HPC's concerns were. Ms. Seipp said they have no problem with the scale of the building. The HPC had concerns with the taper of the columns. They asked the university to use powder coated aluminum windows rather than vinyl and the university agreed to do so. The commission had denoted Mr. Gary Harvey as the advocate to work with the university. They will come back to the HPC on May 16, 2011. The HPC members did want it noted that they gave their vote of confidence to the project and are very excited about the project. Ms. Seipp explained that this is a modular building. It will be dried in in less than two weeks. The building is built in Fairham, Virginia. Similar buildings have been put up at Emory and Henry and Fairham College. The columns are roughly 35 to 40 feet and the HPC had some concerns with the scaling of them. The contractor and manufacturer were at the meeting and Ms. Seipp does not think there will be any problems working things out with the HPC.

Commissioner Hooper asked for clarification that the building is approximately 60,000 square feet and Ms. Seipp said that is correct. Commissioner Swienton asked what the footprint of the building is and Ms. Seipp thought it was 245' by 60'. Commissioner Swienton asked how the height of this building compares to Humbles Hall. Ms. Seipp said it will be lower than Humbles Hall because of the way the site slopes off. They do not want to take away from Humbles Hall because that is the cornerstone of the university. They are repeating many of the features of Humbles Hall. They have pulled five different bricks from various buildings on campus and are working with the university to coordinate which one they would like to see on this building. They have done a really good job of trying to make sure that even though this is new construction, it does not look like it was just put up and put up quickly. This has to last the university a long time.

Commissioner Swienton asked about the area that was recently graded. Mr. Dorman said that VUL got a separate land disturbance permit to do a little bit of clearing of undergrowth and brush. There are ultimately some development ideas that will be included in their master plan. Ms. Seipp said there was no real change of contour. They took a lot of root material out, which triggers the need for the land disturbance permit. The university wants the campus to look nice and wanted to get the lawn started.

Commissioner Swienton asked if the building will be laid out to have four stories in front and where it drops off, it will have five stories. Ms. Seipp said that is correct. When you go down Garfield Avenue, you will turn into the parking lot and come into the lower side. The front will be the grand one that faces main campus. The back fronts the railroad.

Chair Hamilton asked what the distance is from the Barker Jennings building to main campus. Ms. Seipp said it is about a half a mile. There is sidewalk most of the way.

Commissioner Barnes asked what interactions they have had with the neighbors about the university's plans. Ms. Seipp said some of the neighbors are employees of the university. The neighbors seem to feel that the university is a great addition to the neighborhood. Mr. Dave Evans handles a lot of the communication aspects and speaks with the neighbors on a regular basis. Ms. Seipp has heard nothing but good things. There has not been a formal meeting though that she knows of. Ms. Craig commented that she received phone calls from two neighbors who said they had no problems with the university and like having them in the neighborhood.

Commissioner Sale asked what the historic peak of students at the university has been and what does the university see for the future. Ms. Seipp said that ultimately, long range, they are looking at 5,000 to 6,000 students. That does not mean they will all be in this location. Dr. Reavis's vision is a very urban like campus similar to VCU. Once you see the master plan, she thinks they will see the growth along the Campbell Avenue corridor. It is really exciting because for so long this has been kind of a depressed area. The university has nothing but good things to bring. They have totally revived the area not only from an educational standpoint but from a residential standpoint and a merchant standpoint. The goals are high but the students are coming out of the woodwork. Ms. Seipp thought that at one

time there might have been about 800 to 1200 students on campus. She mentioned that VUL has a very large online program. They are able to make connections to students through their online program. The students need to come onto campus for a portion of their education.

Ms. Seipp said that the Barker Jennings building will have some room for classroom space and meeting space. As the university acquires properties, those will be converted for classroom space. Different schools could potentially be housed in different buildings.

Commissioner Swienton asked if there was discussion about breaking this into two buildings. Ms. Seipp said that this is the way it came to them. Commissioner Coleman said he could not add anything to that answer but wanted to say that Ms. Seipp and Mr. Martin have done a fine job working with the institution. They are very grateful for the growth. The athletic department is certainly foraging quite a bit of activity for the campus. They are so grateful for the support of Liberty, Lynchburg College and the other surrounding schools. They want to be a good neighbor. He has been advised that he needs to abstain from the discussion and vote but is very much in support of the project.

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

"That the Planning Commission recommends to City Council approval of the conditional use permit petition of Virginia University of Lynchburg to construct a dormitory and associated parking at 2057 Garfield Avenue subject to the following conditions:

- 1. The property shall be developed in compliance with the concept plan entitled "Virginia University of Lynchburg Student Dormitory, 2057 Garfield Avenue" as prepared by Acres of Virginia, Inc., dated March 17, 2011, as revised April 12, 2011 and received by Community Development April 15, 2011.**
- 2. Approval from the Historic Preservation Commission (HPC) shall be obtained prior to the issuance of any building permits.**
- 3. All lighting shall be glare shielded and non-directional as to prevent direct illumination beyond the property line."**

Commissioner Sale commented that it is notable that a historic institution will be building the first major building in a historic district. The vision that is being cast is significant for the educational environment of Lynchburg, particularly Campbell Avenue. This has the possibility of creating a vision for Campbell Avenue that the planning commissioners have pointed out needs to have better focus.

Commissioner Swienton said that it is unusual for them to move forward without approval from the HPC, however, it is a condition of the petition. He thinks it is good for the area and good for the City and he has confidence that Mr. Dorman will handle the stormwater management.

Commissioner Hooper said that he thinks it is a great step forward for such an old institution and hopefully, the growth will continue.

Commissioner Barnes said that he is very supportive of the project and is glad to see the university thriving. He looks forward to seeing its master plan.

The motion passed by the following vote:

AYES:	Barnes, Hamilton, Hooper, Sale and Swienton	5
NOES:		0
ABSTENTIONS:	Coleman	1
ABSENT:	Hannon	1

RECEIVED

APR 15 2011

COMMUNITY
DEVELOPMENT

History and Growth Projections of Virginia University of Lynchburg

History

Virginia Seminary and College was organized in May 1886 at the First Baptist Church in Lexington, Va. The Rev. P.F. Morris, pastor of Court Street Baptist Church in Lynchburg, Va., offered the resolution that authorized the establishment of the institution.

In 1888 at Court Street Baptist Church the current location of the school in Lynchburg, the plans and specifications for the first brick building, the letting of the contract for the erection of the building and the charter were approved. The cornerstone of the first building was laid in July 1888.

According to the charter, the school was first known by the name Lynchburg Baptist Seminary and a temporary weatherboard building was erected in 1889. Renamed Virginia Seminary, the school was opened on Jan. 18, 1890, by Professor R. P. Armstead with an enrollment of 33 students.

By charter amendments, the school's name has been changed five times and most recently to Virginia University of Lynchburg in 1996.

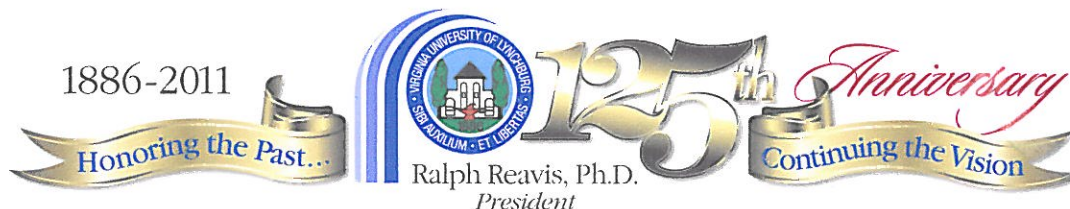
The institution has had 16 presidents. The first president was the Rev. P.F. Morris (1888-1890). Professor G. W. Hayes, the second president (1890-1906), popularized the institution's philosophy of self-help, and during his administration Hayes Hall was completed.

During the administration of Dr. Robert C. Woods, a former student of Professor Hayes, the school enjoyed its greatest period of expansion. Fox Hall, Graham Hall and Humbles Hall were erected; several lots and cottages were purchased; a capable and efficient faculty was employed; and a student body of 600 was enrolled.

Of the university's 16 presidents, the following 11 were graduates of the institution: Robert C. Woods, William H.R. Powell, Vernon N. Johns, Madison C. Allen, McCarthy C. Southerland, Benjamin W. Robertson, Leroy Fitts, Melvin R. Boone, Thomas E. Parker, Elisha G. Hall and Ralph Reavis.

Projected Growth

Virginia University of Lynchburg's Main Campus is on Garfield Avenue in the City of Lynchburg. They operate four additional remote learning locations. VUL's on-campus growth is limited at the moment due to inadequate housing capacity. The new On-Campus Residence Hall, with approximately 224 beds, will assist the University in Main Campus growth. With a newly formed sports program, VUL's main campus has seen an immediate demand. VUL projects approximately 1200 students for this coming year and is planning for upwards of 60% annual growth in on-campus enrollment for the next 5 years.



Stormwater Management and Parking Narratives

Virginia University of Lynchburg

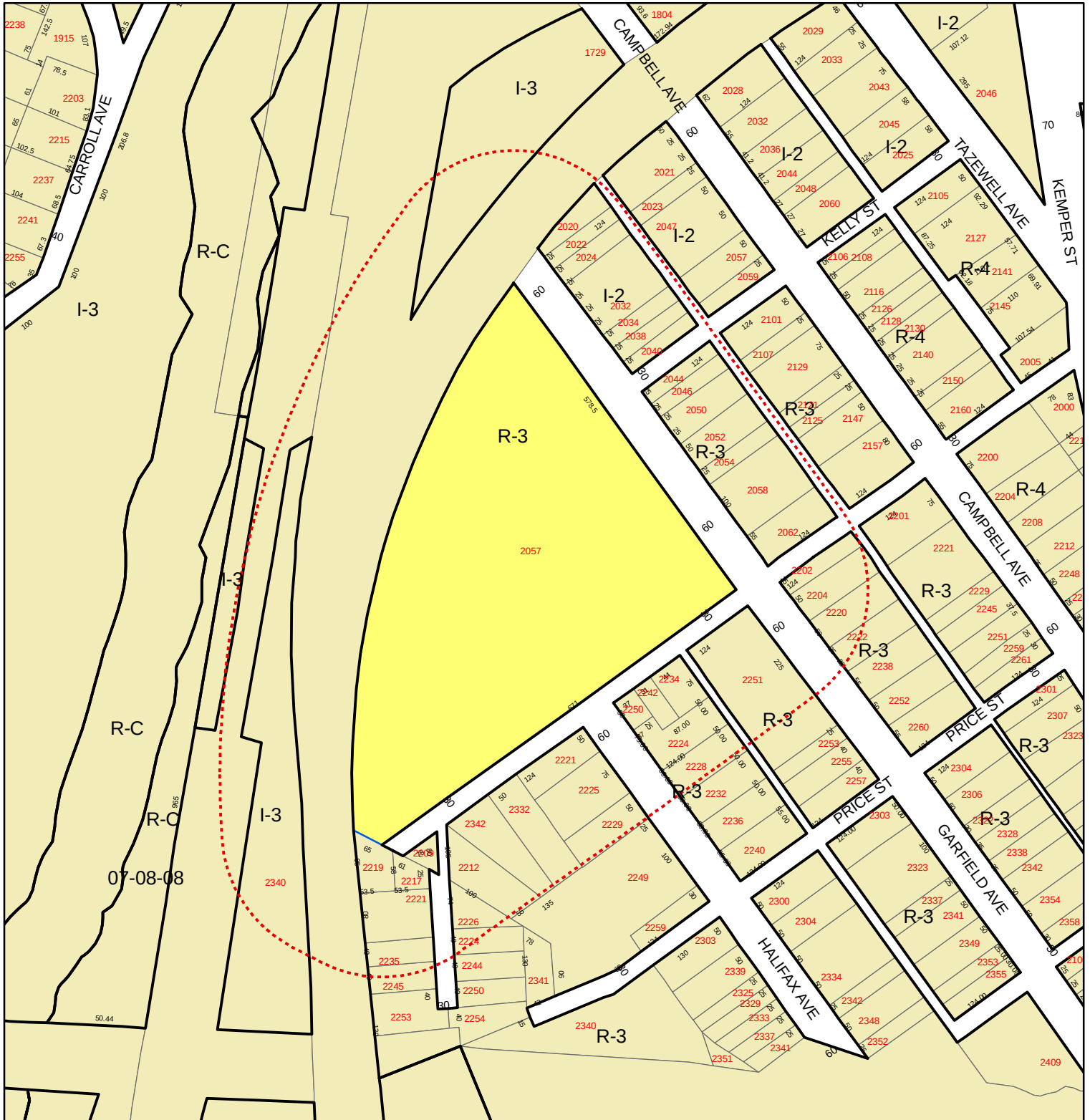
Stormwater Management

Stormwater Management Control for the new on-campus residence hall and associated parking will be controlled under the Virginia Runoff Reduction Method Approach (Spreadsheet methods dated December 7, 2009). BMP's will be as described in the new proposed Virginia Stormwater Design Specifications (Version 1.9 dated March 1, 2011) . Two main, non-proprietary BMP's will be used. The majority of the building and portions of the main parking lot will be treated for quantity and quality using the Vegetated Dry Swale #1 (Reference The Virginia Stormwater Clearing House website Specification No. 10). The remainder of the residence hall and portions of the main campus will be treated for quantity and quality using a Vegetated Filter Strip with Soil Compost Amendments (Reference The Virginia Stormwater Clearing House website Specification Nos. 2 and 4). MS-19 will be addressed on-site and also as discussed with the City's Environmental Reviewer, Mr. Jacob Dorman.

Parking

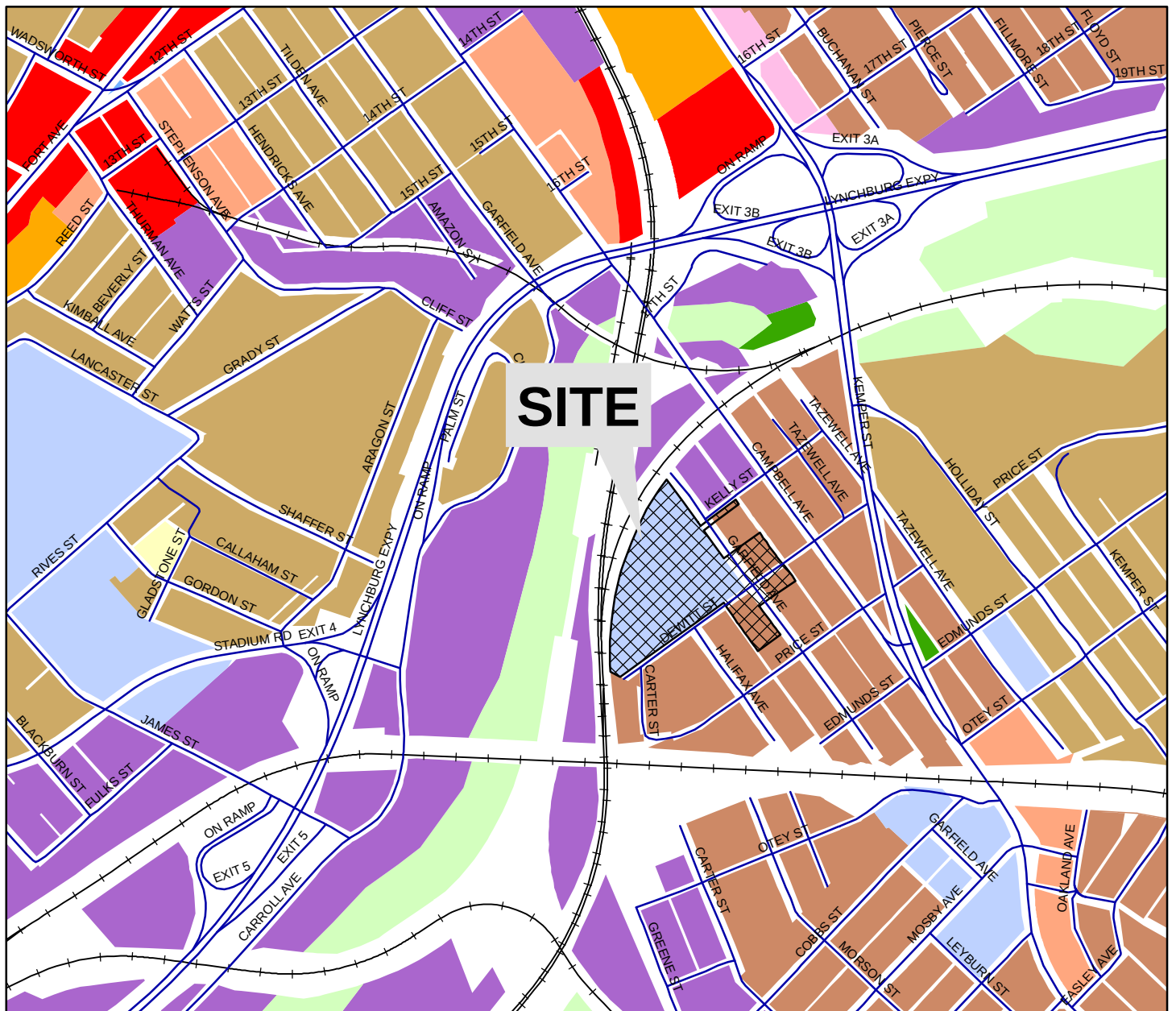
Virginia University of Lynchburg's Main Campus is on Garfield Avenue in the City of Lynchburg. A dedicated parking area for the newly proposed on-campus residence hall will provide additional parking for the University. The majority of trips by students to the academic buildings will be walking traffic. The University is working with GLTC to provide bus stops farther into the main campus near the new residence hall. University rules prevent Freshman and Sophomore students from bringing cars to campus.

 Subject Property
 200 Foot Buffer



VIRGINIA UNIVERSITY OF LYNCHBURG ADJOINING OWNERS

PIN	Owner	Local Address
05009009	BAILEY, RICHARD L REVOCABLE LIV TR	2040 GARFIELD AVENUE
05009010	BAILEY, RICHARD L REVOCABLE LIV TR	2038 GARFIELD AVENUE
05019021	BANKS, CHARLENA B	2342 DEWITT STREET
05011012	BANKS, RONALD L & DEIRDRE H	2220 GARFIELD AVENUE
05009017	BORN AGAIN CHRISTIAN CONST CO	2022 GARFIELD AVENUE
05009018	BORN AGAIN CHRISTIAN CONST CO	2020 GARFIELD AVENUE
05019016	BURNETTE, TIMOTHY L	2235 CARTER STREET
05016009	COOK, EVANETTE	2224 HALIFAX AVENUE
05016008	DAVIS, CAROL K	2228 HALIFAX AVENUE
05016011	DAVIS, JOSEPH ETALS C/O DOROTHY DAVIS	2242 DEWITT STREET
05019001	DAVIS, RICKY A	2221 HALIFAX AVENUE
05019002	DAYNE, YVETTE P & LAWSON, CAROLYN A & PRICE, VATELL L	2225 HALIFAX AVENUE
05016010	GARDNER, JEREMIAH C/O BARBARA GARDNER	2250 DEWITT STREET
05018026	GEORGIA INDUSTRIES REALTY CO C/O NORFOLK SOUTHERN RAILROAD	1929 CAMPBELL AVENUE
05009012	HARRIS, WILLIAM H & KATHERYNE	2032 GARFIELD AVENUE
05019012	HEWITT, ALBERT W	2224 CARTER STREET
05019013	HEWITT, ALBERT W	2226 CARTER STREET
05019018	HICKS, MARK L	2217 CARTER STREET
05019019	HICKS, MARK L	2209 CARTER STREET
05019024	HICKS, MARK L	2219 CARTER STREET
05019022	JACKSON, JOE L & PHYLLIS A	2332 DEWITT STREET
05010012	JONES, BETTIE L	2050 GARFIELD AVENUE
05009011	LAWHORNE, MAGALINE J	2034 GARFIELD AVENUE
05018005	LIBERTY UNIVERSITY INC	2340 CARROLL AVENUE
05010011	LUTHER, SHIRLEY M & LEE ROY JR	2052 GARFIELD AVENUE
05019020	LUTTRELL, AUDREY	2212 CARTER STREET
05010014	MANGUM, CHARLES M L	2046 GARFIELD AVENUE
05009016	MCCARRON, MARY M	2024 GARFIELD AVENUE
05018004	NORFOLK & WESTERN RAILWAY DIRECTOR OF PROPERTY TAXATION	1715 CAMPBELL AVENUE
05011010	PEERMAN, MARTHA J	2222 GARFIELD AVENUE
05019017	REVELY, RICKY	2221 CARTER STREET
05019011	RICHIE, DONALD & ALMETRIUS	2244 CARTER STREET
05019015	SMILEY, HENRY M	2245 CARTER STREET
05018002	SOUTHERN RAILWAY	1725 CAMPBELL AVENUE
05010008	VIRGINIA SEMINARY	2062 GARFIELD AVENUE
05016001	VIRGINIA SEMINARY	2251 GARFIELD AVENUE
05011014	VIRGINIA SEMINARY	2202 GARFIELD AVENUE
05010009	VIRGINIA SEMINARY	2058 GARFIELD AVENUE
05010015	VIRGINIA SEMINARY	2044 GARFIELD AVENUE
05017001	VIRGINIA SEMINARY	2057 GARFIELD AVENUE
05011013	VIRGINIA SEMINARY & COLLEGE	2204 GARFIELD AVENUE
05016012	VIRGINIA UNIVERSITY OF LYNCHBURG INC	2234 DEWITT STREET
05010010	VIRGINIA UNIVERSITY OF LYNCHBURG INC	2054 GARFIELD AVENUE
05019003	WATTS, RACHEL	2229 HALIFAX AVENUE
Owner	VIRGINIA UNIVERSITY OF LYNCHBURG INC	
Petitioner	VIRGINIA UNIVERSITY OF LYNCHBURG INC	
Representative	DR. RALPH REAVIS/VIRGINIA UNIVERSITY OF LYNCHBURG	



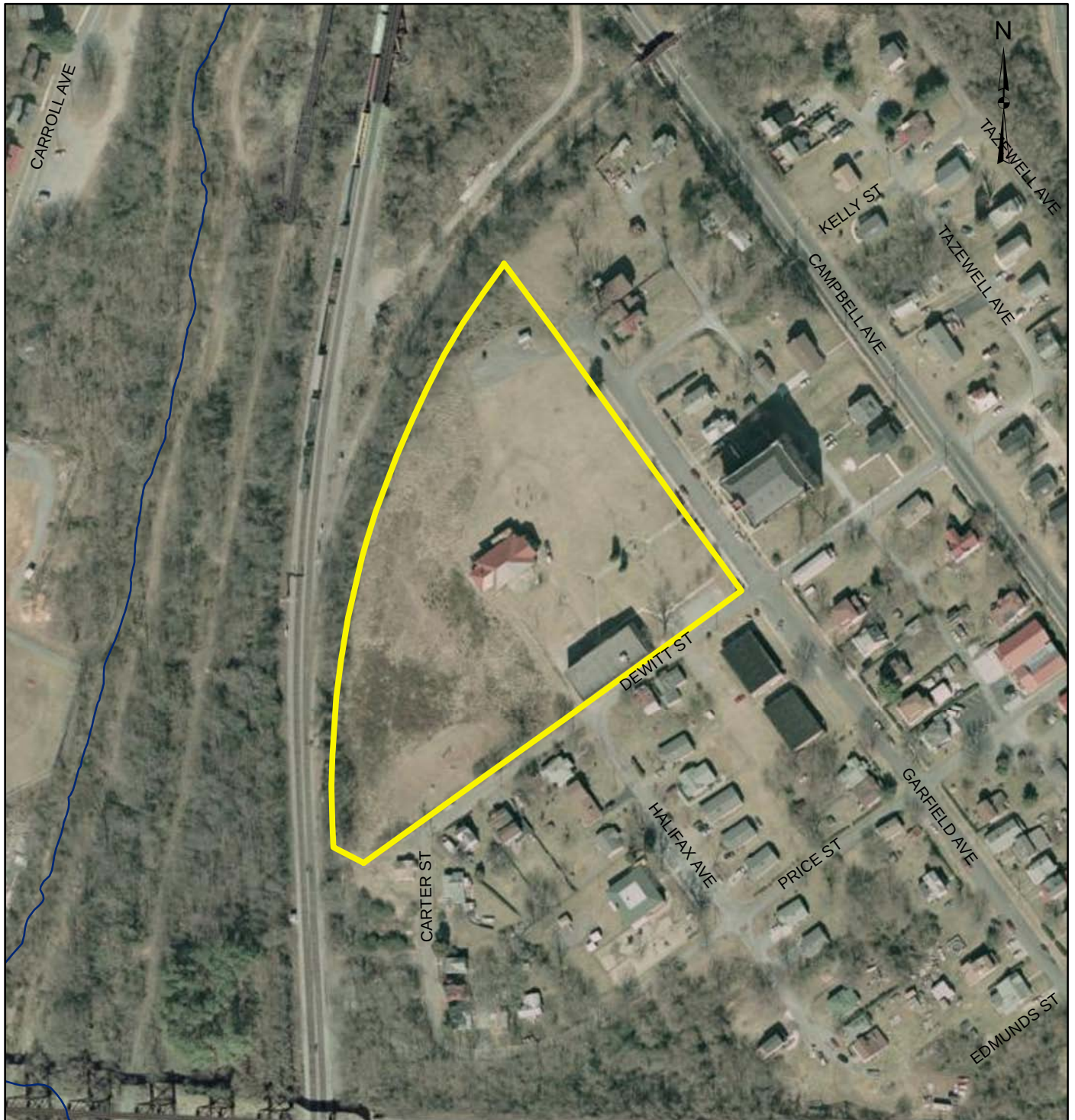
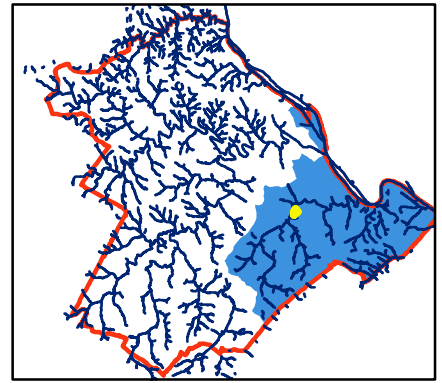
-  Local Historic District
-  Traditional Residential
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Neighborhood Commercial
-  Community Commercial
-  Regional Commercial
-  Employment 1
-  Employment 2
-  Office
-  Institution
-  Downtown
-  Public Use
-  Public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

VIRGINIA UNIVERSITY OF LYNCHBURG CONDITIONAL USE PERMIT 2057 GARFIELD AVENUE LAND USE MAP



VIRGINIA UNIVERSITY OF LYNCHBURG CONDITIONAL USE PERMIT 2057 GARFIELD AVENUE

Watershed Location Map



- Virginia University
of Lynchburg, Inc.
Student Dormitory
2057 Garfield Ave.

PROPOSED DONATION

*Virginia University
of Lynchburg, Inc.*

LYNCHBURG, VIRGINIA

DRAWING

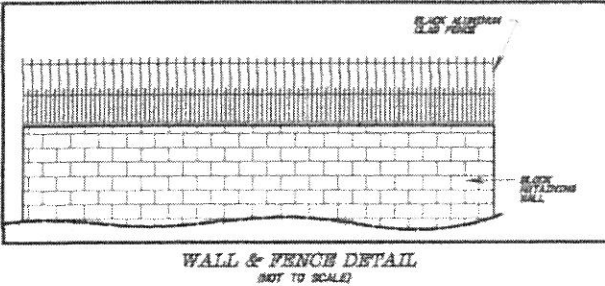
COVER SHEET

C-1

LANDSCAPE LEGEND AND RECOMMENDATIONS PER CITY ORDINANCE DATED JUNE 13, 2008

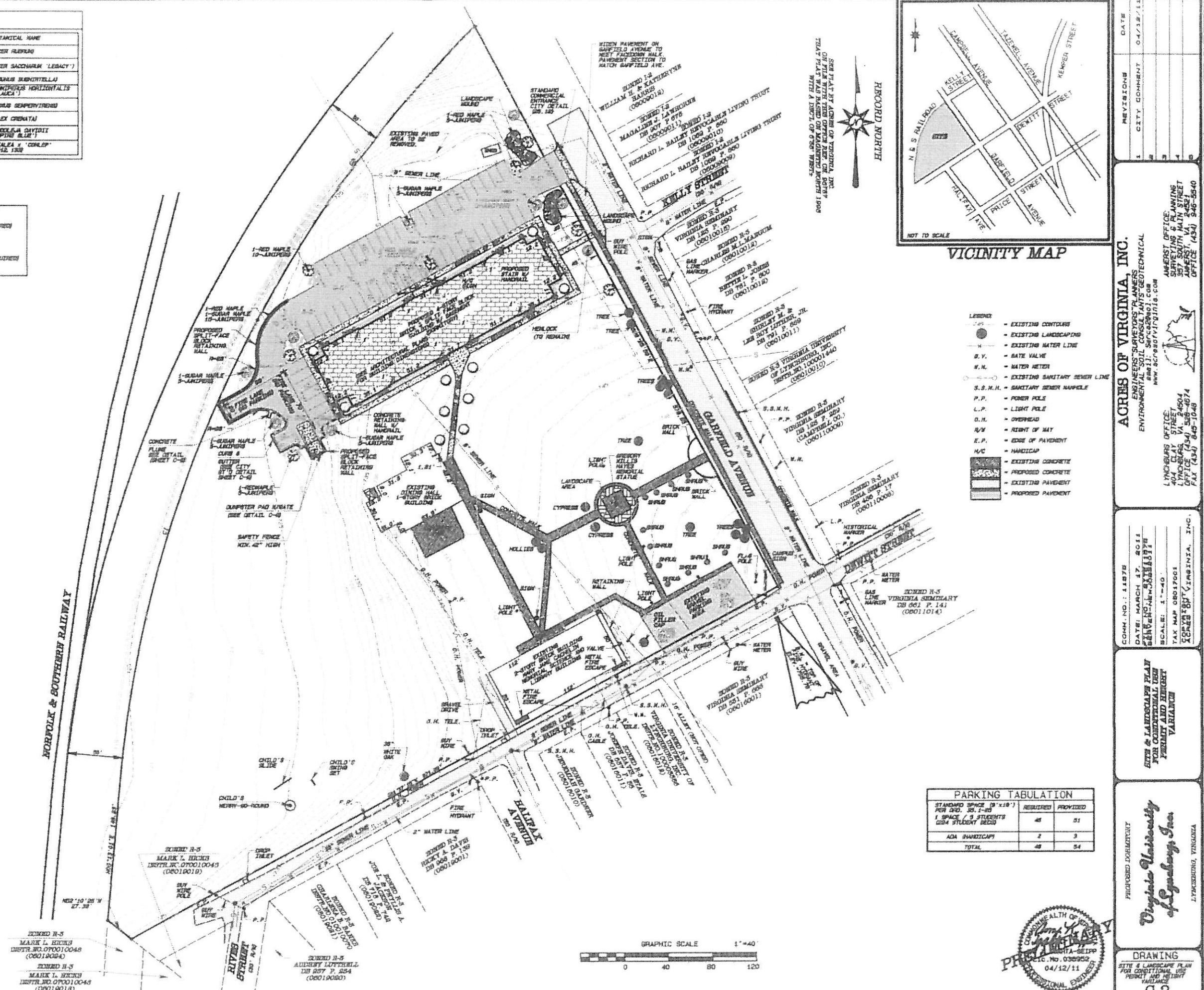
COMMON NAME	SIZE AT TIME OF PLANTING	BOTANICAL NAME
RED MAPLE (RED SUNSET OR OCTOBER GLORY) - MOST COLORFUL	1 1/2" CALIPER	(ACER RUBRUM)
LEBANY SUGAR MAPLE	1 1/2" CALIPER	(ACER SACCHARUM 'LEBANY')
KIDAN CHERRY	1 1/2" CALIPER	(PRUNUS SUBINTRELLA)
JANIPERS 3" x 3" ON CENTER IN MARCH RED	3" TALL	(SANTALUM HORIZONTALIS 'BLAUCA')
COMMON BIRCHWOOD (18" x 18" ON CENTER IN MARCH RED)	3" TALL	(BIRCHWOOD BIRCHWOOD)
JAPANESE HOLLY	3" TALL	(ILEX CRENATA)
AUTUMN THIST ENDURE AZALEA	3" TALL	(AZALEA 'ENDURE')
BUTTERFLY BUSH 'EMPIRE BLUE'	3" TALL	(AZALEA 'EMPIRE BLUE')

SHRUBS SPEC. NO. 1-25, 1.77 SHRUB TREES (7 SHADE TREES REQUIRED) SUGAR MAPLES 5 RED MAPLES 2 10 TOTAL PROPOSED SHRUBS (20 SHADES REQUIRED) BOLD JANIPERS 20 TOTAL PROPOSED	RECOMMENDATIONS FOR RESOLUTIONS 24, 25, 26, AND 27 SPEC. NO. 1-25, 1.77 SHRUBS (20 SHADES, 20 SMALL SHADES REQUIRED) J. HOLLYS 20 1-20" TOTAL PROPOSED SHRUB TREES (10 ORNAMENTAL TREES REQUIRED) KIDAN CHERRY 10 TOTAL PROPOSED
SHRUB TREES (10 SHADE TREES REQUIRED) SPEC. NO. 1-25, 1.77 SHRUB TREES (10 SHADE TREES REQUIRED) RED MAPLES 3 SUGAR MAPLES 2 5 TOTAL PROPOSED	SHRUB TREES (10 SHADE TREES REQUIRED) SPEC. NO. 1-25, 1.77 SHRUBS (20 LARGE SHADES REQUIRED) 10 BUTTERFLY BUSHES 10 BIRCHWOOD AZALEAS



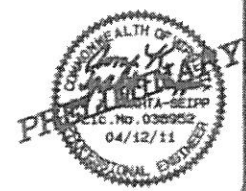
CURVE TABLE:

LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	21°41'51"	1106.82'	419.14'	416.64'	N17°16'14"E
C2	17°16'14"	1108.82'	333.63'	332.36'	N35°45'16"E



PARKING TABULATION

STANDARD SPACE (9'x18')	REQUIRED	PROVIDED
PER IND. 30.1-80		
1 SPACE (9'x18') STUDENT'S 2004 STUDENT (2004)	45	51
ADA HANDICAP	2	3
TOTAL	47	54



DATE: 04/12/11

REVISIONS

CITY COMMENT

ACRES OF VIRGINIA, INC.

ENGINEERS/SURVEYORS/PLANNERS

ENVIRONMENTAL/SOIL CONSULTANTS/GEOTECHNICAL

www.acresofvirginia.com

AMHERST OFFICE: 404 CLAY STREET, 3RD FLOOR, ALBANY, NY 12202, OFFICE (518) 946-5540

LYNCHBURG OFFICE: 404 CLAY STREET, 3RD FLOOR, LYNCHBURG, VA 24504, OFFICE (434) 946-5540

DATE: MARCH 17, 2011

PROJECT: 2011-001

SCALE: 1"=40'

TAX MAP: 08037001

ACRES OF VIRGINIA, INC.

SITE & LANDSCAPE PLAN FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE

Virginia University of Lynchburg

LYNCHBURG, VIRGINIA

PROPOSED DEVELOPMENT

DRAWING

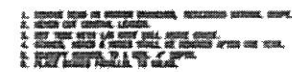
SITE & LANDSCAPE PLAN FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE

C-2

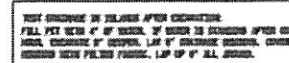
1. CONTRACTOR IS RESPONSIBLE FOR PAYING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK. CONTRACTOR IS RESPONSIBLE FOR REPAIRING DAMAGE TO UTILITIES, SITE STRUCTURES, ETC., RESULTING FROM LANDSCAPE CONSTRUCTION.
2. ALL PLANTS MUST BE VIGOROUS, HEALTHY MATERIAL, FREE OF PESTS AND DISEASE.
3. ALL PLANTS AND TREES MUST MEET ALL REQUIREMENTS SPECIFIED IN THE PLANT LIST, DETAILS, AND SPECIFICATIONS.
4. ALL TREES MUST BE GROWN OR STAKED AS SHOWN IN THE LANDSCAPE DETAILS.
5. ALL PLANTS AND PLANTING AREAS MUST BE MAINTAINED.
6. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MAINTENANCE SHOWN ON FINAL LANDSCAPE PLANS PRIOR TO BEGINNING THE WORK.
7. CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO: WATERING, MOWING, SPRINKLING, FERTILIZING, ETC.) OF ALL PLANTING AREAS AND LOTS UNTIL FINAL ACCEPTANCE OF THE WORK BY THE OWNER OR 18-MONTH WHICHEVER IS GREATER.
8. CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR SHALL MAKE ALL REPLACEMENTS PROMPTLY (AS PER CORRECTION OF ERROR).
9. CONTRACTOR SHALL STAKE OR HAVE STAKED PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE OWNER'S REPRESENTATIVE APPROVE ALL STAKES PRIOR TO INSTALLATION.
10. ANY MATERIAL WHICH DIES, OR DISAPPEARS PRIOR TO ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED AND REPLACED.
11. STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR PLANTING STOCK" REPEATEDLY GENERAL, EXCEPT SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
12. THE OWNER RESERVES THE RIGHT TO SELECT ANY PLANT MATERIAL NOT MEETING THEIR STANDARDS.
13. THE CONTRACTOR IS RESPONSIBLE FOR IMPROVING SOIL SAMPLES AND TESTS TO DETERMINE EXACT FERTILIZER REQUIREMENTS.
14. INSTALL STONE MAINTENANCE STRIP IF REQUIRED.
STONE SHALL CONSIST OF REMOVALS FROM NATION'S DIMENSION OF FOUR INCHES (4"). STONE SHALL BE Laid THREE INCHES (3") DEEP OVER BARRIER FABRIC, OVERLAP FABRIC SIX INCHES (6") PER COURSE, ENDING SHALL BE FOUR INCHES (4") X THREE SIXTEENTH INCH (3/16") BLACK ALUMINUM BENDING BE WELDED BY SURE-L-LOCK (1-800-SURE-LOCK ON APPROVED EMAIL. ANCHOR ENDING IN PLACE WITH STAKES ELEVEN INCHES (11") LONG.
15. LANDSCAPE CONTRACTOR IS TO BE RESPONSIBLE FOR WATERING ALL PLANT MATERIAL UNTIL THE TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL.

IF THE SITE DEVELOPMENT PLANS DO NOT INCLUDE AN IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ALL PLANT MATERIAL UNTIL THE BUILDING IS TURNED OVER TO THE OWNER.
16. CHEMICAL WEED CONTROL SHALL BE APPLIED TO ALL LANDSCAPE AREAS PRIOR TO ANY PLANT INSTALLATION.
17. THE CONTRACTOR SHALL SUBMIT A LIST OF ANY PROPOSED PLANT SUBSTITUTIONS. SUBSTITUTIONS MUST BE APPROVED BY THE OWNER PRIOR TO PURCHASE AND INSTALLATION.

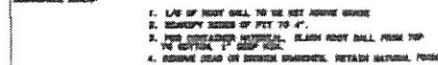
CONTRACTOR SHALL ALLOW TEN (10) WORKING DAYS FOR REVIEW AND APPROVAL BY THE OWNER.
18. ALL PLANTS MUST MEET MINIMUM SIZE PER CITY OF LYNNHURST CODES. TREES SHALL BE OF A SPECIES SPECIES AND SHOPS SHALL BE HEAVY, WELL-SHAPED SPECIMENS.
19. ALL LANDSCAPE PLANTING, TREES AND SHRUBS SHALL BE WATERED ON A REGULAR BASIS TO INSURE SURVIVAL OF THE SPECIFICATIONS FOR THE FIRST YEAR OF THE LANDSCAPE'S INSTALLATION.



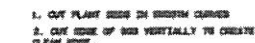
① DECIDUOUS TREE PLANTING



② TREE ISLAND DETAIL
KURE I.



③ MASS SHRUB PLANTING



④ PLANT BED EDGING
SEE 17.1

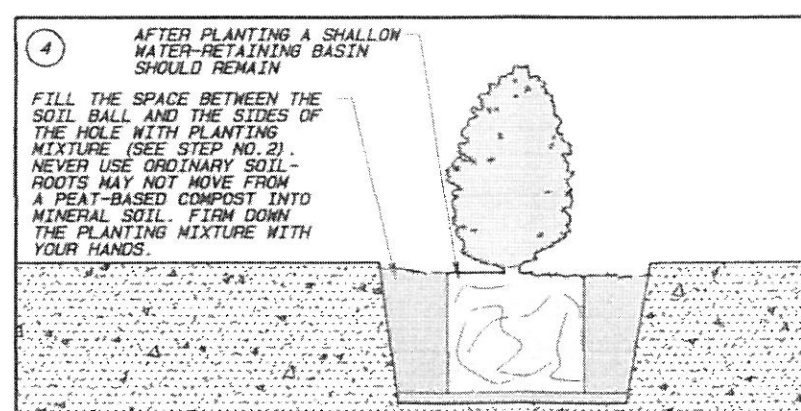
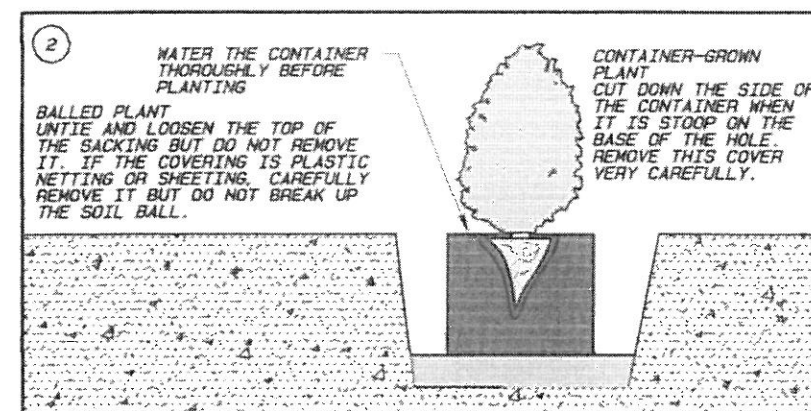
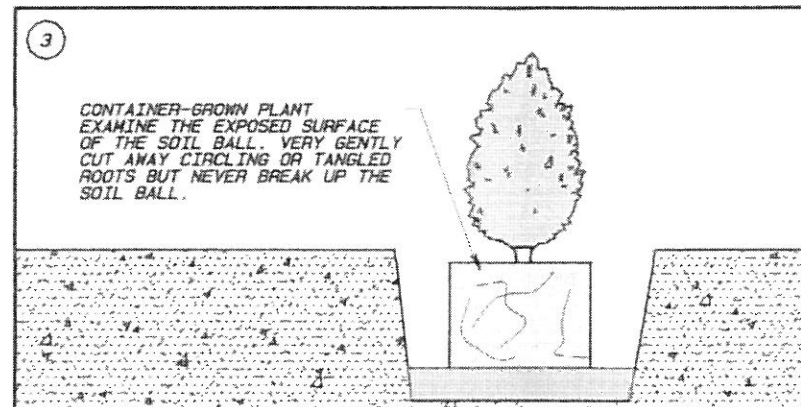
1

DIG A PLANTING HOLE WHICH IS LARGE ENOUGH AND DEEP ENOUGH FOR THE SOIL BALL TO BE SURROUNDED BY A 3-4 IN. LAYER OF PLANTING MIXTURE.

THE HOLE SHOULD BE DEEP ENOUGH TO ENSURE THAT THE TOP OF THE BALL WILL BE ABOUT 1 IN. BELOW THE SOIL SURFACE AFTER PLANTING.

3-4 IN. LAYER OF PLANTING MIXTURE

The diagram shows a cross-section of a planting hole. The hole is rectangular with sloped sides. The bottom of the hole is shaded. A layer of planting mixture is shown surrounding the bottom of the hole. A line points to this layer with the label '3-4 IN. LAYER OF PLANTING MIXTURE'. Another line points to the bottom of the hole with the label 'THE HOLE SHOULD BE DEEP ENOUGH TO ENSURE THAT THE TOP OF THE BALL WILL BE ABOUT 1 IN. BELOW THE SOIL SURFACE AFTER PLANTING.'.



FOR INDIVIDUAL PLANTINGS OR SMALL GROUPINGS THEIR PROPORTION CAN BE
 1. 1/2" TO 1" IN DIAMETER HOLES FOR PLANTING ARE TO BE PLANTED AREA
 THROUGHOUT THE ENTIRE AREA SHALL BE PREPARED.

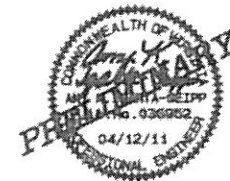
1. REMOVE ALL SOIL ROOTS FROM THE AREA.
2. LAY OUT THE SOIL TO A DEPTH OF 2" AND BREAK UP ANY CLUMP.
3. APPLY MEASURED AMOUNTS OF FERTILIZER AND MINERAL SUPPLEMENTS.
4. REFORM SOIL SURFACE.
5. MIX WITH 1" TO 2" OF SOIL.

THE SIZE OF PLANTING HOLES ARE THREE THE SIZE OF THE ROOT BALL.

MATERIAL	AMOUNT PER 100 SF
5-5-5 ALL PURPOSE FERTILIZER	5-5 LBS
NONCLAR OF CEMENTITE LUMESTONE	5 LBS
OPPERAL	2 LBS

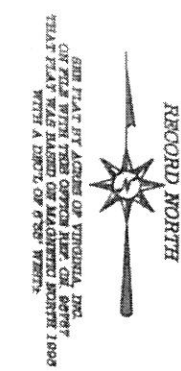
1. NEW PLANTINGS SHALL BE WATERED AT TIME OF PLANTING AT A RATE OF APPROXIMATELY 1" OVER THE PLANTING AREA.
2. MAINTAIN THE MOISTURE LEVEL OF THE SOIL TO MOISTURE EVERY OTHER DAY AT A RATE OF 1" OVER THE PLANTING AREA.
3. MAINTAIN THE WATERING OF TREES THROUGHOUT GROWING PLANTS.
4. NEW PLANTINGS SHALL BE PLACED CLOSELY TO EXISTING SIDEWALK TO ACHIEVE THIS RATE.

AFTER PLANTING, WEALTH ALL AREAS TO A DEPTH OF 8". INDIVIDUAL TREES SHOULD BE MULCHED IN A RING 4" IN DIAMETER, CARE SHOULD BE TAKEN NOT TO MULCH THE WEALTH UP TIGHT TO THE PLANT STEM AS THIS CAN CAUSE DAMAGE OR DEATH PROBLEMS. LANDSCAPE FABRIC CAN BE PLACED ON THE GROUND PRIOR TO MULCHING AS A WEED BARRIER.

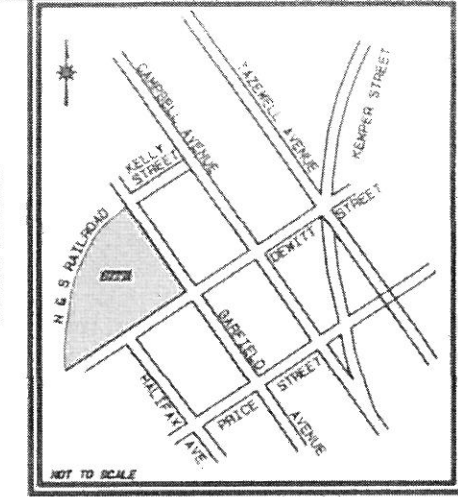
[illegible]

TOTAL DISTURBED AREA = 3.44ac

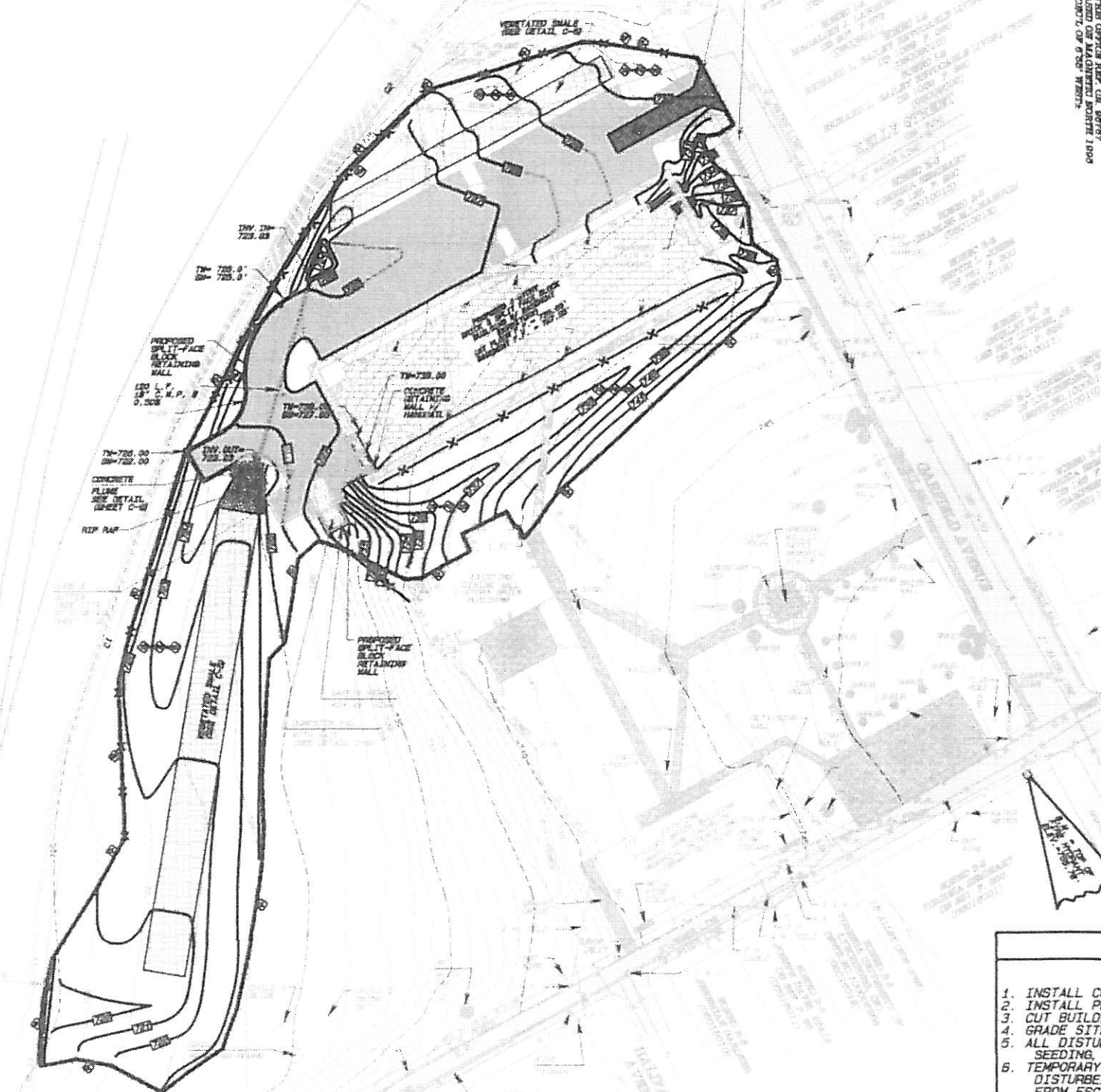
- LEGEND:
- EXISTING CONTOURS
 - PROPOSED GRACES
 - BENCH MARK
 - EXISTING LANDSCAPING
 - EXISTING WATER LINE
 - S.V. - GATE VALVE
 - M.M. - WATER METER
 - EXISTING SANITARY SEWER LINE
 - S.S.M.M. - SANITARY SEWER MANHOLE
 - P.P. - POWER POLE
 - L.P. - LIGHT POLE
 - O.H. - OVERHEAD
 - R/W - RIGHT OF WAY
 - E.P. - EDGE OF PAVEMENT
 - N/C - NADICAP
 - TEMPORARY SEEDING
 - PERMANENT SEEDING
 - MULCH
 - SILT FENCE
 - CLEARING LIMITS
 - CONSTRUCTION ENTRANCE



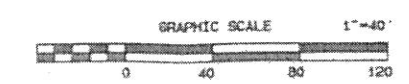
SEE PLAN BY ACRES OF VIRGINIA, INC.
ON FILE WITH THE OFFICE OF THE
COUNTY ENGINEER, LYNCHBURG, VA.
THAT THIS PLAN WAS REVIEWED ON MAY 10, 2011
WITH A DATE OF 05-10-2011.



VICINITY MAP

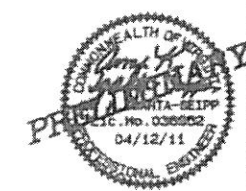


- SEQUENCE OF CONSTRUCTION
1. INSTALL CONSTRUCTION ENTRANCE.
 2. INSTALL PERIMETER SILT FENCE ABOVE AND BELOW BUILDING PAD.
 3. CUT BUILDING PAD TO PROPOSED ELEVATIONS.
 4. GRADE SITE AND STABILIZE.
 5. ALL DISTURBED AREAS ARE TO BE STABILIZED WITH TEMPORARY SEEDING, MULCH AND/OR BLANKET/MATTING AND PERMANENT SEEDING.
 6. TEMPORARY ESC MEASURES SHALL BE REMOVED ONCE UPSLOPE DISTURBED AREAS ARE STABILIZED AND APPROVAL IS GRANTED FROM ESC INSPECTOR.
 7. UPON STABILIZATION, INSTALL VEGETATED SWALE AND FINAL SWM AREA.
 8. CLOSE OUT SITE.



CURVE TABLE:

LINE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	21°41'51"	1106.82'	419.14'	418.84'	N17°16'14"E
C2	17°16'14"	1106.82'	333.63'	332.36'	N06°45'18"E



ACRES OF VIRGINIA, INC.
ENGINEERS SURVEYORS PLANNERS
ENVIRONMENTAL SOIL CONSULTANTS GED/ED/ICAL
www.acresofvirginia.com

COMM. NO.: 11875
DATE: MARCH 17, 2011
SCALE: 1"=40'
TAX MAP 06017001
CORRESPONDENCE: VIRGINIA, INC.

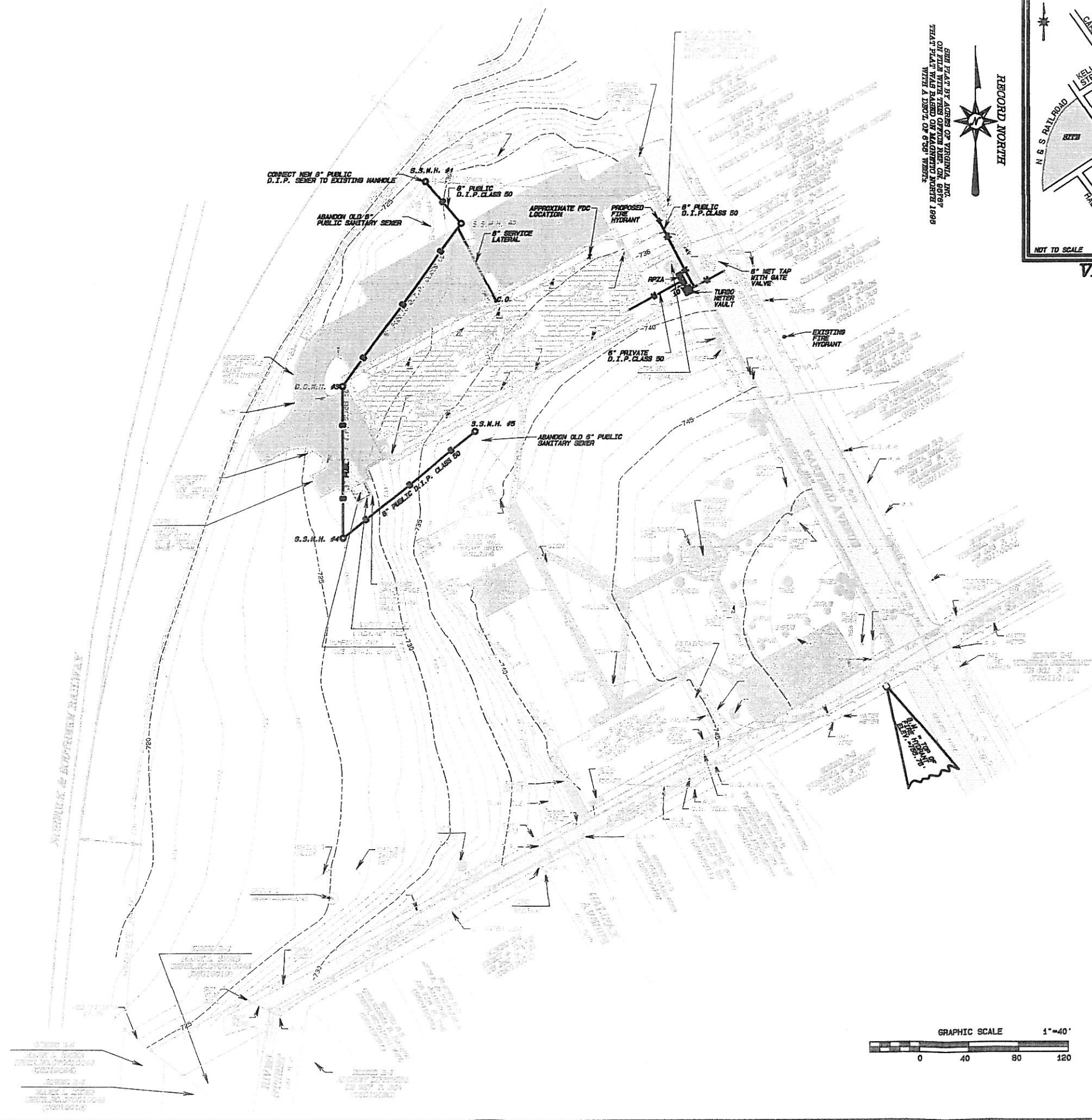
GRADING & EROSION & SEDIMENTATION CONTROL & EROSION WATER MANAGEMENT PLAN

Virginia University of Lynchburg Inc.
LYNCHBURG, VIRGINIA

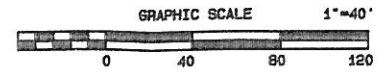
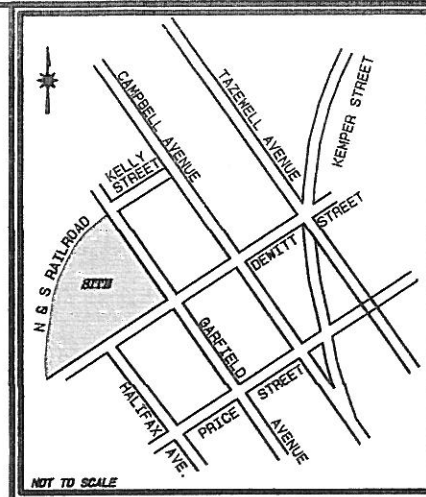
DRAWING
C-4

- LEGEND:
- - - - - EXISTING CONTOURS
 - - - - - EXISTING LANDSCAPING
 - - - - - EXISTING WATER LINE
 - - - - - EXISTING SANITARY SEWER LINE
 - G.V. - GATE VALVE
 - N.H. - WATER METER
 - S.S.M.H. - SANITARY SEWER MANHOLE
 - P.P. - POWER POLE
 - L.P. - LIGHT POLE
 - O.H. - OVERHEAD
 - R/W - RIGHT OF WAY
 - E.P. - EDGE OF PAVEMENT
 - H/C - HANDICAP
 - - - - - PROPOSED SANITARY SEWER LINE
 - - - - - PROPOSED WATER LINE

NOTE:
LOCATION OF ALL EXISTING UTILITIES TO BE CONFIRMED
BY THE CONTRACTOR PRIOR TO ORDERING MANHOLES,
PIPING AND OTHER APPURTENANCES.



SEE PLAN BY ACRES OF VIRGINIA, INC.
FOR THE LOCATION OF THE
EXISTING WATER MAIN AND
SANITARY SEWER MAINS
WITH A DETAILED OF 6\"/>



REVISIONS		DATE
1	CITY COMMENT	04/12/11
2		
3		
4		
5		

ACRES OF VIRGINIA, INC.
ENGINEERING, SURVEYING & PLANNING
CONSULTANTS, INC.
11011 ACRES OF VIRGINIA, INC.
email: service@acresofvirginia.com
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SURVEYING & PLANNING
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LYNCHBURG OFFICE:
404 CLAY STREET
LYNCHBURG, VA 24504
OFFICE (434) 848-1674
FAX (434) 848-1048

COMM. NO.: 11878
DATE: MARCH 17, 2011
SCALE: 1"=40'
TAX MAP 08017001
ACRES OF VIRGINIA, INC.

PROPOSED DORMITORY
Virginia University of Lynchburg, Inc.
LYNCHBURG, VIRGINIA

DRAWING
MASTER UTILITY PLAN
C-6

NOTE: ALL SPECIFICATION SECTIONS REFERENCED ARE THAT OF THE CITY OF LYNCHBURG MANUAL OF STANDARDS AND SPECIFICATIONS, LATEST EDITION.

SITE PREPARATION AND DEMOLITION

GENERAL

RELATED DOCUMENTS

- A. General Conditions and Supplementary Conditions apply to this section.

WORK INCLUDED

- A. Site preparation as specified and shown on the drawings, including, but not necessarily limited to the following:
1. Provide installation and maintain erosion and sediment control at all times until site is released by the S & S Inspector/Planner.
 2. Clearing and grubbing.
 3. Topsoil stripping and stockpiling.
 4. Locate and identify all existing utility services, including electricity, water, gas, sanitary, storm, cable, telephone, and fuel.
 5. Removal and disposal of trash daily.
 6. Temporary and permanent seeding.
 7. Obtaining and paying for all permits to execute this work.

QUALITY ASSURANCE

- A. All work is to comply with the most recent Local, State, and Federal regulations and codes.

JOB CONDITIONS

A. Inspection:

1. Examine areas for conditions under which work is to be performed. Report in writing to Owner's Representative all conditions contrary to those shown on the drawings or specified herein and all other conditions that will affect satisfactory execution of work such as improperly constructed substrates or adjoining work. Do not proceed with work until unsatisfactory conditions have been corrected and approved by the engineer of record.
2. Starting work constitutes acceptance of the conditions under which work is to be performed. After such acceptance the contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory conditions.

- B. Permits: A copy of the approved plans, land disturbance permit, and all applicable stormwater permits shall be present at all times.

- C. Disturbance: Keep dirt, dust, noise and other objectionable nuisances to a minimum. Use temporary enclosures, coverings and sprinklers, or combinations thereof, as necessary to limit dust to lowest practicable level, except do not use water to an extent to cause flooding, contaminated runoff, or icing.

- D. Traffic: Conduct work to ensure minimum interference with roads, alleys, streets, driveways, sidewalks, and access to and operations of on-site and adjacent sites occupied or used facilities.

1. Do not close or obstruct streets, sidewalks, alleys or other public conveyances without permission from authorities having jurisdiction.

E. Protection:

1. Prevent movement and settlement of adjacent structures. Install temporary barriers, fences, guard rails, enclosures, shoring, bracing, planking, barricades, lights, warning signs and other protections required to protect structures, utilities, landscaping, and other items that are to remain in place.
2. Protect benchmarks from displacement.

3. Restore damaged improvements to their original condition as acceptable to parties having jurisdiction or authority, at no cost to the Owner.

SEDIMENT DRAINAGE FABRIC

- A. Non-biodegradable, sunlight stabilized, woven polypropylene fabric, type which will retain sediment and reduce water runoff velocity.

CONSTRUCTION ENTRANCE/EXIT

- A. Stone size ASTM D448, size no. 1 (DOT #1 coarse aggregate (3" - 3" dia.) Minimum pad thickness - 8 inches.

EXECUTION

EROSION AND SEDIMENT CONTROL

- A. Install erosion and sediment control devices as shown on plans.
- B. Maintain erosion control during construction until permanent pavement, plantings and restoration of natural areas are effective in controlling erosion at site. Employ additional erosion control measures where determined necessary to actual site conditions, or as directed by authorities having jurisdiction.
- C. Plan and execute construction by methods to control surface drainage from cut, fill, borrow and grading areas.
1. Schedule operations so ground surface will be disturbed for shortest possible time before permanent construction is installed.
 2. Maintain large areas as flat as practicable to minimize soil transportation through surface flow.
 3. Where steep slopes or abrupt grade changes occur, install temporary diversion bars or silt at top of slope to direct water flow to a control point to be transported downslope in a slope drain. In all cases, do not allow water to flow uncontrolled down slopes.

D. Construction Entrance/Exit:

1. Prior to any other construction, a stabilized construction entrance shall be constructed at each point of entry to or exit from the site. This is to be located as shown on plans.
2. The construction exit shall be maintained in a condition which will prevent tracking or flow of mud onto public right-of-way. This may require periodic use of washing of exit with 2" stone, as conditions demand.
3. All materials spilled, dropped, washed, or tracked from vehicle or site onto public roadway or into storm drainage system must be removed immediately.
4. It is the contractor's responsibility to ensure that transport of materials by the work force and all sub-contractors is appropriate.

E. Storm Drainage System:

1. Install as much of the permanent system as practical and divert surface water into system, with remainder of system installed as soon as conditions allow. Coordinate with Section 02720 Storm Drainage in the City of Lynchburg Manual of Specifications, latest edition.
2. Periodically, or when sediment reaches 1/2 the design depth of top of trap, repair and/or clean any structures used to trap sediment.

F. Ground Cover: Protect all exposed sloping soils until construction of permanent surfaces begins.

1. Use straw or other mulches, temporary seeding, plastic sheets, fiber mats, or other effective erosion treatments approved by authorities having jurisdiction.
2. Install permanent grass and other landscape plantings and materials, including mulching or hydroseeding for use as stabilization; maintain until ground cover planting is effective for erosion control.

G. Sediment Barriers:

1. Install at all locations where water flows from construction areas, including entire perimeter of construction area. Maintain around drainage structures until starting of final subgrade preparation.
2. Arrange to create ponding behind barriers; remove accumulated sediments and maintain ponding capacity during construction.
3. Construction to remove sediments from flowing water by filtration. Primary filter media may consist of silt trenches utilizing anchored sediment drainage fabric, straw bales or other filtration media acceptable to authorities having jurisdiction.
4. Place silt barriers so access is obtained during clearing. No grading shall be done until silt barrier installation is completed.
5. Contractor shall inspect erosion control measures at the end of each working day to ensure measures are functioning properly.
6. The contractor shall remove accumulated silt when the silt is within 1/2 of the height of the silt fence.
7. Silt barriers to be placed as shown on the plans and at downstream toe of all cut and fill slopes.
8. After permanent ground cover and landscaping has been established, remove silt fence and appurtenances and dispose of properly. Remove only upon approval of Inspector.

H. Temporary Seeding:

1. Any disturbed area left exposed for a period greater than 30 days shall be stabilized with temporary seeding.
2. All seeding shall be in accordance with the plans.

I. Repair washed and eroded areas; re-establish ground to required density, elevations, profiles and contours.

- J. Contractor will implement additional Erosion and Sediment Control measures as necessary to prevent erosion and damage to adjacent properties and as directed by the authorities having jurisdiction.

- K. Contractor is responsible for monitoring downstream conditions throughout the construction period and clearing any debris and sediment resulting from the construction.

L. Permanent Seeding and Landscaping:

1. Near job completion, all areas not to be paved or gravel surfaced shall be landscaped per landscape plans or graded with permanent seeding.
2. All seeding shall be in accordance with the plans.

SITE CLEARING

- A. General: Remove any trees, shrubs, stumps, bushes, vines, undergrowth, deadwood, grass and other vegetation, improvements, or structures from the construction area, except as otherwise designated on the drawings to remain. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots.
1. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

- B. Topsoil Activity: Topsoil is defined as lean surface soil found in a depth of not less than 6".

1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling of subsoil or other objectionable material.
 - a. Remove heavy growth of grass from areas before stripping.
 - b. Where trees are indicated to be left standing, strip topsoil stripping no closer than the drip line of the tree to prevent damage to main root system.

- c. Remove topsoil of horticultural value from areas to be covered by new building construction and from areas to be paved, excavated, or graded. Remove without contamination with subsoil. Strip to six inches minimum depth. Keep free of roots, stumps and other desirable materials. Do not strip topsoil when wet.

2. Place excavated material to be used as fill in locations shown on grading plan as per structural fill specifications. Do not stockpile to depth exceeding eight feet. Do not drive heavy equipment over topsoil or spread topsoil. Topsoil stockpiles shall be temporarily seeded, mulched and have perimeter protection.

3. Dispose of unsuitable or excess topsoil same as waste material, herein specified.

- C. Clearing and Grubbing: Clear within construction limits: trees, shrubs and other vegetation, except for those indicated to be left standing.

1. Completely remove all stumps, in their entirety, roots, over 1 1/2" in diameter, attached roots, and other debris protruding through ground surface.
2. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation of earthwork is indicated.

- a. Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.

UTILITIES

- A. Contact local utility companies 72 hours minimum prior to start of demolition and/or excavation work. Confirm verbal notices and written notices. Verify locations of all utilities entering site and their locations on site.

- B. Cooperate with Owner, Surveyor, Engineer, utility companies, adjacent property owners, and other building trades in maintaining, protecting, rerouting or extending of utilities passing through work areas which serve structures located on project site and on adjacent properties.

- C. Verify that utilities that are to be removed, capped or abandoned are turned off, or are disconnected, or are rerouted to new locations before starting demolition and/or excavation.

DEMOLITION (As & If Required)

A. General:

1. If departures from drawing requirements are deemed necessary by Contractor, submit details and written request to Engineer for action. Make no departures without prior written approval.

2. Repair or replace all demolition work performed in excess to that required, at no cost to Owner. Repair or replacement shall match and equal construction, condition, and finish existing at time of award of contract.

- D. Remove following from locations to extent shown on drawings: asphalt paving, curbing and utilities.

- C. Backfill and compact areas excavated and open pits and holes resulting from demolition operations. Comply with requirements specified in Section 02200, Earthwork for backfill materials, compaction, and installation methods.

- D. Rough grade site, within demolition areas, to meet adjacent existing contours and to provide positive drainage. Leave site in clean condition acceptable for performance of subsequent construction operations.

CLEAN-UP AND DISPOSAL

- A. Transport trash, rubbish and debris daily from site and dispose of in accordance with all local, state and federal regulations.

1. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
2. Do not burn or bury materials on site, unless written approval is obtained from Project Engineer and local authorities having jurisdiction.

- D. Remove tools, equipment and protections when work is complete and then authorized to do so by local authorities having jurisdiction.

- C. Remove erosion control devices after landscaping is in place and stabilized ground cover is established at the completion of the project. Any E & S removal must be approved by the local inspector.

EARTHWORK

GENERAL

RELATED DOCUMENTS

- A. General Conditions and Supplementary Conditions apply to this section.

WORK INCLUDED:

- A. General site grading.
- B. Trenching or excavation and backfilling for utility systems.
- C. Excavation and backfilling for existing and future structures.

QUALITY ASSURANCE

- A. All work shall comply with V.D.O.T. and The City of Lynchburg, Standards, latest edition.
- B. Regulatory Requirements: Comply with applicable requirements of federal, state, and local laws, regulations and codes having jurisdiction at project site.

C. Field Quality Control:

1. Testing and Inspection: Contractor will obtain and pay for services of an independent commercial testing laboratory for performing field quality control testing of soils during construction. Costs of tests indicating noncompliance with requirements specified and retesting, including reconstruction of deficient areas, are also at Contractor's expense.
2. Refer to, article entitled Field Quality Control.

SUBMITTALS

- All inspection testing reports shall be made to owner and Engineer. Reports required are:

A. Test Reports:

1. Field density (compaction) tests reports of each test area.
2. Optimum moisture-maximum density curves for each test.
3. California Bearing Ratio tests on pavement subgrade.

B. Fill Samples and Tests:

1. Provide for each type of fill material to be used on project, with testing results indicating compliance with requirements specified, for approval prior to start of work.
2. A third party Geotechnical Service shall authorize each type of fill to be used on the project as structural fill.

JOB CONDITIONS

A. Inspection:

1. Examine drawings and site for discrepancies between actual site grades and contours and those shown on drawings, before starting work. Report all discrepancies in writing to Engineer.
2. No extra compensation will be allowed once site work has begun for discrepancies between conditions shown on drawings and actual conditions existing at project site.

- B. Cooperation: Coordinate this work with the work of other sections to avoid any delay in progress of building or any interference with progress of other work. Where required for proper construction operations, perform portions of work included in this section separately from general building excavation as directed.

- C. Excavation Classification: All excavation shall be unclassified, including removal of earth fills, rubble, trash, and other materials encountered in excavation and grading operations to depth and extent shown on drawings or specified. The Project Engineer, with recommendations from a Geotechnical Service, shall be the final authority and shall make the final decision during construction as to the depth and extent to which unsatisfactory materials must be removed and replaced.

D. Existing Utilities:

1. Locations indicated are approximate and provided for contractor's convenience only. There may be additional utilities not shown on the plans. The owner/owner, Acres of Va. Inc., surveyor, and engineer assume no responsibility for locations shown and it shall be the responsibility of the contractor to verify the locations of all utilities within the limits of work. Contact Mass Utility (MU) prior to excavation to verify exact locations of all existing utilities. All damage made to existing utilities shall be the sole responsibility of the Contractor. Any charges for locating utilities shall be paid by the contractor.
2. Perform exploratory tests for verification if exact locations of existing utilities are not known. Owner, surveyor and engineer will assume no responsibility for hazardous conditions, losses and accidents arising out of failure to perform tests for verification.
3. Coordinate any relocation or removal of utilities with appropriate utility company, or City of Lynchburg Utility Department.

E. Disposition of Utilities:

1. Observe rules and regulations governing respective utilities during execution of work of this Plan.
2. Adequately protect all active utilities from damage.
3. Remove or relocate active utilities only as shown or as specified. Notify Project Engineer, in writing, of all active utilities on-site at start of job.
4. Remove, plug or cap inactive and abandoned utilities encountered in excavating and grading operations. In absence of specific requirements, remove, plug or cap such utility lines at least 3 feet outside building walls or as required by the authorities having jurisdiction.

- F. Benchmarks, Monuments and Other Reference Points: Protect from damage and displacement; if disturbed or destroyed, replace at Contractor's expense.

- G. Keep dirt, dust, noise and other objectionable nuisances to a minimum.

H. Barricades:

1. Furnish and maintain barricades, signs and markings for work in public right-of-way in accordance with Virginia Department of Transportation and City of Lynchburg Public Works Department.
2. Paint and maintain barricades in good condition. Mount flashing yellow lights and maintain same.
3. Install wood fence adjacent to open excavations and post with warning lights.
4. Prior to commencing land disturbance activity, mark boundaries of land disturbance clearly and exteriorly with silt fence, tree protection fence, stakes, ribbons, and other appropriate means. The location and extent of all authorized land disturbance activity shall be delineated for the duration of the construction activity. No land disturbance shall occur outside the approved limits indicated on the approved plans.

PRODUCTS

FILL AND BACKFILL MATERIALS - GENERAL

- A. Provide approved soil material free from roots, debris, trash, organic materials, and other deleterious materials.

STRUCTURAL "CONTROLLED FILL"

- A. Acceptable Materials: One or combination of following as approved by Project Engineer or Geotechnical Engineering Service.

1. On-Site Excavated Material:

2. On-Site Excavated Material Blended With Imported Material: Acceptable when approved by Geotechnical Engineer.

3. Imported Materials:

- Imported materials shall be certified as being free of deleterious waste material. Contractor must notify Owner's Geotechnical Engineer of the exact location of borrow pits prior to importing said material from pit.

EQUIPMENT

- A. Provide type accepted by owner's Geotechnical Engineering Service, as suitable for use intended with proven capability to perform work in acceptable manner. Consult Geotechnical Engineer prior to use of equipment.

EXECUTION

FIELD QUALITY CONTROL

- A. Testing and Inspection Services: Owner will retain the services of a third party Geotechnical Service to perform observations, inspections and testing during execution of all grading, fill and site work. Geotechnical Engineering services shall include, but are not limited to:

1. Visual Observation by Geotechnical Engineer: After stripping the site of topsoil, organics, large root systems, trash, and demolition debris, the site is to be observed by the Geotechnical Engineer, and other localized pockets of organics. Large root systems or remnants or previous construction identified should be undercut and discarded off-site in accordance with disposal specifications.
2. Proctrolling: In the presence of a Geotechnical Engineer, at-grade and on-grade to receive fill should be proctrolled.

- B. Contractor shall notify Engineer and Geotechnical Engineer when work is at the acceptable levels for the testing required above.

- C. Contractor shall cooperate with Geotechnical Engineer and technicians to facilitate the execution of the Geotechnical Engineer duties.

- D. Upon completion of excavation, the Geotechnical Engineer shall inspect and test the work and determine the suitability of the soil and preparation of subsequent site work.

- E. The Geotechnical Engineer shall promptly submit to Owner or Project Engineer reports of all observations, inspections and tests.

PREPARATION

- A. Grading and paving drawings showing original and proposed topography. In case of conflict between final grade elevations (finish grades) shown by spot elevations and by contours, spot elevations govern.

B. Dewatering:

1. Prevent ground and subsurface water from flowing into excavations, from flooding project site and surrounding properties, and from collecting and ponding unless such ponding is in connection with required erosion control. Provide and maintain all temporary dewatering and dewatering system.
2. Install pumps, sumps and suction and discharge lines necessary to comply with requirements specified herein.
3. Install temporary diversions from grades indicated to channel water away from excavation.
4. Leave no sumps or pockets at completion of each day's grading operations.
5. If water is encountered during footing and foundation excavation, install pumps of capacity to remove water while excavations are being made and continue pumping for 24 hours following placing of concrete footings and erection of foundation walls to grade. Maintain dewatering operations until construction of permanent drainage is completed.
6. Contractor to be responsible for design, installation and maintenance of dewatering system specified herein.
7. All dewatering operations shall comply with all local, state and federal regulations.

C. Shoring and Bracing

1. Install to protect slopes and earth banks from curv-ins, and to protect adjacent surfaces and structures from settlement. Remove shoring and bracing before backfilling is completed, but not before permanent supports are in place.
2. When work is interrupted by rains, do not resume operations until moisture content and field density tests of upper six inches of in-place material have been made by the Geotechnical Engineer and approved by Project Engineer.
3. Contractor to be responsible for design, installation and maintenance of shoring and bracing specified herein.

- F. Do not place fill or backfill material in water, on substances which are frozen or contain frost, or during unfavorable weather conditions.
1. During periods of anticipated inclement weather, grade and soil surface of fill as required to limit percolation of surface water.
 2. When work is interrupted by rains, do not resume operations until moisture content and field density tests of upper six inches of in-place material have been made by the Geotechnical Engineer and approved by the Project Engineer.

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OFFICE (434) 946-5540

COM. NO.: 11875
DATE: MARCH 17, 2014
SEAL NO.: NEWJ08061175
TAX MAP 08017001
CBER1307-VIRGINIA, INC.

PROPOSED DORMITORY
Virginia University
of Lynchburg Inc.
LYNCHBURG, VIRGINIA

DRAWING
SPECIFICATIONS
C-7



9. Establish and identify required lines, levels, contours and datum.
- H. Proofrolling:
1. Perform proofrolling over entire areas receiving fill material, after topsoil is removed, in presence of the Geotechnical Engineering Service.
 2. Make at least four passes over each area, with last two passes made perpendicular to first two passes. Use minimum 20 ton static weight rubber-tired compactor or similar type equipment for proofrolling acceptable the Geotechnical Engineer.
 - a. Undercut and remove soft or unstable soils that fail to compact and replace with acceptable fill material. Place soil in lifts of six inches loose depth and compact each lift to density specified.
 - b. If construction operations soften or otherwise disturb previously proofrolled areas to an extent that they become soft and unstable or are rendered unsuitable by Project Engineer and / or the Geotechnical Engineer, perform additional proofrolling before starting filling operations or remove unsuitable materials to depth and extent required, and replace with approved compacted fill as specified above.
- I. Following topsoil stripping and proofrolling operations, but before making cuts or placing of fill and backfill, ground surfaces to be free of all trash, debris, loose, frozen, wet or soft soil; and other undesirable surface materials before proceeding with work.

GRADING

- A. Rough grade to required profile, contours, elevations and subgrade levels shown on drawings, with allowances made for depths required for placement of topsoil and construction of paving, walks, equipment slabs or pads and floor slabs.
- B. Control grading around buildings and on site, slope ground to prevent water from running into excavated areas of building or damaging other structure, and so entire project is well drained and free from water pockets.
- C. Provide uniform levels and slopes between elevations shown on drawings, and between elevations shown and existing finished grades shown to be maintained. Round abrupt changes in slopes.
- D. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer shall be at Contractor's expense.

CONTROLLED FILL:

- A. General:
1. Project Engineer, relying on the Geotechnical Engineer test results, is sole judge as to when specified compaction densities have been obtained.
 2. Contractor is responsible for correcting, at his expense and including costs of testing, all areas with insufficient compaction; remove and replace, or scarify, water or sprinkle (as needed), and recompact and retest deficient compacted fill.
 3. Place acceptable material in horizontal lifts not exceeding 8" in loose depth, with each lift extending for entire length and width of each area being filled.
 4. Reduce or increase moisture content of fill by drying or uniform sprinkling with water, to achieve moisture content required for specified degree of compaction.
 5. Break each layer of fill to break down overseas clods, to thoroughly mix nonuniform materials, and to secure uniform density and proper compaction.
 6. Maintain positive surface slope to allow runoff and to prevent ponding of surface water. If surface water ponds, dewater. Remove all saturated or disturbed soil before placing additional fill material.
 7. Number of compaction equipment passes required is dependent upon degree of compaction specified. Overlap rolling passes as required to completely cover areas of fill.
 8. Regardless of degree of compaction achieved, a minimum of 3 roller passes should be made in the building and pavement areas.
 9. After cuts are made, scarify cut area to 6" depth and compact to required densities.
- B. Structural "Controlled Fill":
1. Location: Place as subgrade under building, and walkways to a point 10 feet outside building walls. Place under all paved areas.
 2. Construct to grades and for minimum depths indicated. Undercut existing grade as required.
 3. Compact to 95% of maximum Standard Proctor Density, with the upper 9" @ 95% Standard Proctor Density. Maintain soil moisture content between 0 and 2% above optimum. Use the Geotechnical Engineer method for maintaining optimum moisture control.
- C. Nonstructural "Controlled Fill":
1. Location: Use for fills other than fills specified as structural "Controlled Fill".
 2. Construct to grades and for minimum depths indicated. Undercut existing grade as required.
 3. Compact to following densities for areas listed:
 - a. Subgrade Below Walks, and Slabs on Grade: 95% of Standard Proctor Density at moisture content between 0 and 2% above optimum for top 9".
 - b. Below Grassed and Planted Areas: 92% of Standard Proctor Density at optimum moisture content.

FOUNDATION AND FOOTING EXCAVATION

- A. Acceptable Structural "Controlled Fill" material.
- A. Remove surface debris and debris in excavation before placing backfill.
 - C. Do not use fill material which is frozen or contains frost.
 - D. Allow footing and foundation walls to obtain full design strength before placing backfill.
 - E. Exercise care during placing and compacting equipment within 10' of walls.
 1. Use hand operated compaction equipment within 12" of walls.
 2. Where fill is placed along both sides of foundation walls, place and compact simultaneously on both sides of walls.
 3. Repair, or remove and replace, all damage to foundation walls or structure occurring during placement and compaction operations at no additional cost to Owner.
 - F. Coordinate placing and compaction with other trades. Do not backfill until waterproofing, waterproofing and foundation drainage system material has been installed, inspected and approved by the Engineer.
 - G. Compact all backfill to 95% of Standard Proctor Density, 95% within top 9". Maintain moisture content between 0 and 2% of optimum.

TRENCHING AND BACKFILLING

- A. All trenching excavation must comply with OSHA safety guidelines.

MAINTENANCE

- A. Protection of Graded Areas:
1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it in accordance with all local, state and federal laws.

ASPHALT PAVING

GENERAL

RELATED DOCUMENTS

- A. General Conditions and Supplementary Conditions apply to this section.

WORK INCLUDED

- A. All paving including granular base, primer, and tack.

QUALITY ASSURANCE

- A. Virginia Department of Transportation and City of Lynchburg Manual of Specifications, and Standard Details, latest edition.
- B. Paving Coring:
1. Contractor may be required to make corings of any existing bituminous paving and base to establish the depth of the paving layers. A minimum of one coring per 5,000 SF. Consult engineer for other approved methods.
 2. Contractor to submit the location of the proposed corings for acceptance by Project Engineer. Contractor to provide in his scope.
 3. The indicated depths are minimum: if a core indicates otherwise, the Owner or Project Engineer may require additional corings (at no expense to the Owner) to establish the extent of the underlaying.
 4. If underlaying is indicated, methods of correction shall be submitted for Project Engineer's approval. Correction shall be at no expense to Owner.
 5. Fill boring holes with bituminous material and seal properly.

EXECUTION

SUBGRADE PREPARATION

- A. Subgrade shall be subcompacted in accord with density specified in Section 02200.
- B. Fine Grading:
1. Grading and construction in strict accordance with specifications.
 2. Subgrade and shoulders shall be final graded, trimmed and finished within the limits and as required by the elevations shown on the Drawings. Grading operations shall be conducted that materials shall not be removed or loosened beyond the required limits. The finished surfaces shall be left in smooth and uniform planes.
 3. The Contractor shall be solely responsible for all lines, levels and measurements for this work. He shall provide his own instruments and survey crew to maintain this control throughout the duration of his work.

4. Perform one (1) CBR Test on Proposed subgrade to be located by the geotechnical engineer. Provide results of the test prior to proceeding with any work. Allow time for redesign of pavement if design CBR is not obtained.
- C. Bituminous paving shall not be placed when the ambient temperature is below 40°F, or when there is frost in the base or any other time when weather conditions are unsuitable for the type of material being placed.
- D. Material for spot subgrade reinforcement shall be crushed stone.
- E. Subgrade and Embankment Protection:
 1. During construction, embankments and excavations in the areas of the paving shall be kept shaped and drained.
 2. Ditches and drains along the subgrade shall be maintained to drain effectively at all times.
 3. Repair ruts or depressions of 1" or more in subgrade.

PAVING

- A. The base and surface courses shall be constructed in conformity with the provisions of this specification section; stated thicknesses are after compaction.
- B. Install tack in accordance with the specified standards.
- C. Match surface to existing paving maintaining existing cross slopes or as shown on plans.

FINISH

- A. After final rolling, no traffic shall be permitted on paving until it has cooled and hardened and in no case less than 6 hours.
- B. The paved areas shall drain away from the buildings; no bumps or "bird baths" will be accepted.
- C. The black top shall be clean and free of dirt or debris ready for traffic painting after a minimum 30-day curing period.

PAVEMENT MARKING

GENERAL

QUALITY ASSURANCE

- A. Virginia Department of Transportation Standard and City of Lynchburg Public Works Department, latest edition.
- B. "Manual on Uniform Traffic Control Devices," current edition.
- C. "Traffic Control Devices Handbook," current edition.
- D. On-site pavement marking and signage will be installed as per plans, details, and specifications.

JOB CONDITIONS

A. Inspection

1. Examine areas for conditions under which work is to be performed. Report in writing to Project Engineer all conditions contrary to those shown on the drawings or specified herein and all other conditions that will affect satisfactory execution of work such as improperly constructed substrates or adjoining work. Do not proceed with work until unsatisfactory conditions have been corrected.
2. Starting work constitutes acceptance of the conditions under which work is to be performed. After such acceptance, Contractor shall at his expense, be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory conditions.

PRODUCTS

MATERIALS

- A. Paint: White, Yellow, and Blue colors conforming to U.S. Bureau of Public Roads colors.
- D. Paint Types:

1. For uncoated and sealed asphalt surfaces: Water borne type, Sherwin-Williams Pro-Mar Water Borne Traffic Marking Paint.

EXECUTION

PREPARATION

- A. Remove all dirt, oil, grease and other foreign material from areas of pavement to be marked.
- B. Apply paint only on thoroughly dry surfaces, when atmospheric temperature is above 40 degrees Fahrenheit and when weather is favorable.
- C. Signage: As shown in plans, details, standards, and referenced specifications. Refer to architectural plans for additional requirements.

GENERAL

QUALITY ASSURANCE

- A. Applicable requirements of the following standards and codes apply:
1. All new lines shall be tested and maintain required test pressure. Color-injection and bacteriological test shall comply with the Virginia Department of Health standards. Contractor to apply for all fees and testing associated with installation.
 2. Standard Plumbing Code.
 3. Standard Building Codes.
 4. Waterline construction to be in accordance with the City of Lynchburg Standard Specifications and details.
 5. Pressure reducing assembly:
 1. The pressure reducing assembly (PRA) shall be F200 model 800 series, 1", all stainless steel check assembly, pressure-rated iron base, ASSE 1018 approved, maintain working pressure 175 psi, or approved equal.

2. Gate valves shall be resilient wedge type meeting ASMA C-200 requirements.
3. PRA shall come with an above ground aluminum enclosure, unit no. 184E (listed), 18 in. dia. 1811-finished aluminum with overlapping tongue and groove joints, spray applied insulation 1 1/2" thick, unit shall come with an SD wet tester type, and be manufactured by Rot Box or approved equal.
4. The construction sequence must be conducted in such a manner as to minimize water service disruption.

SANITARY SEWER

A. Quality Assurance:

1. Sanitary sewer shall be built in accordance with the City of Lynchburg's Manual of Specifications and Details, Latest Edition - Section 2730.
2. Standard Plumbing Code.
3. Standard Building Codes.

STORM SEWER

- A. All storm sewer shall be to the inverts shown on this plan set.
- B. All piping shall be installed and bedded per manufacturer's recommendations and specifications.
- C. Quality Assurance:

1. Storm sewer shall be watertight with gasketed joints.
2. Storm sewer shall be installed per City of Lynchburg's Manual of Specifications and Details and VDOT standards.

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COMM. NO. 1 11878

DATE: MARCH 27, 2011
BY: [Signature]
FOR: [Signature]

TAX MAP 08012001
ACRES OF VIRGINIA, INC.

REVISIONS

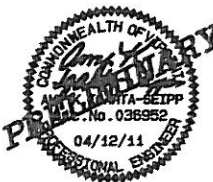
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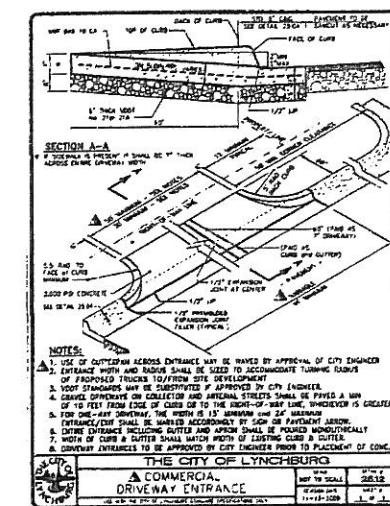
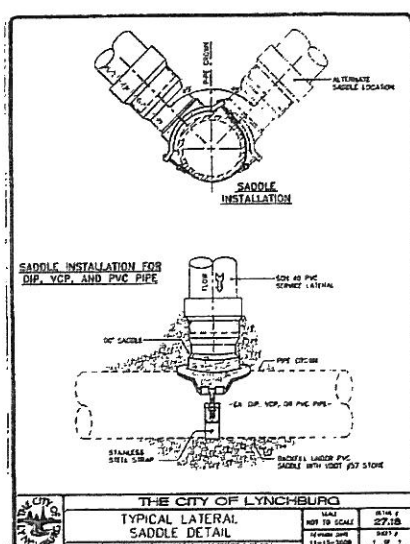
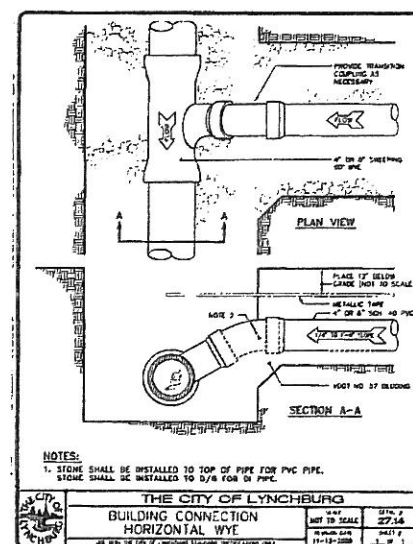
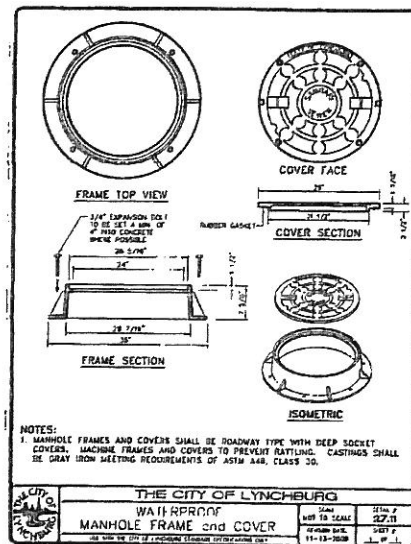
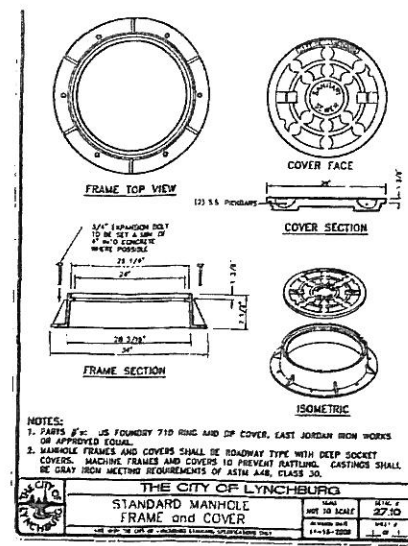
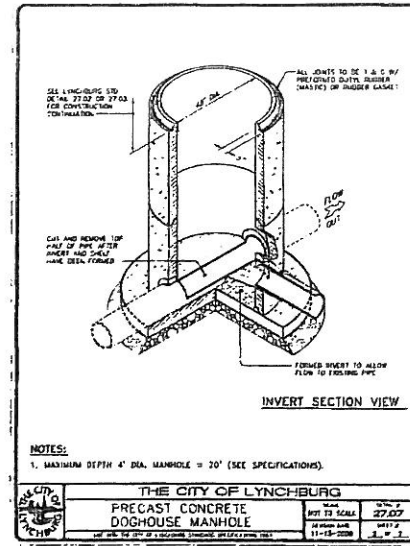
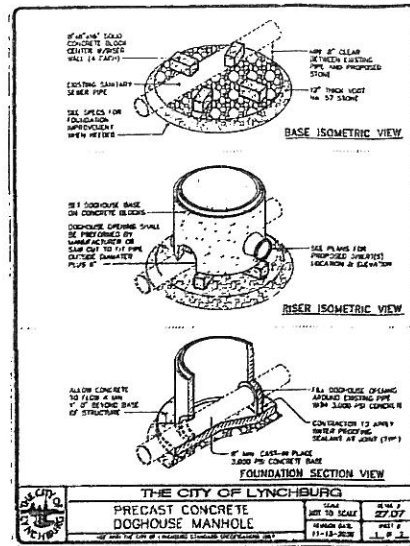
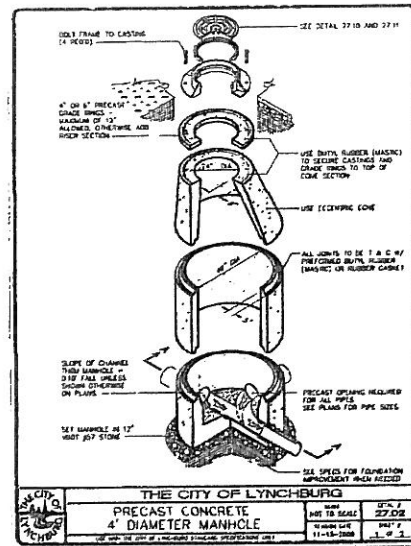
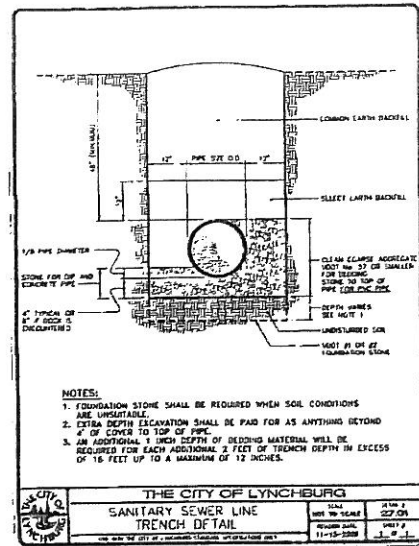
Virginia University
of Lynchburg, Inc.

LYNCHBURG, VIRGINIA

DRAWING
SPECIFICATIONS

C-8





REVISIONS		DATE
1	CITY COMMENTS	4/12/11
2		
3		
4		
5		

ACRES OF VIRGINIA, INC.
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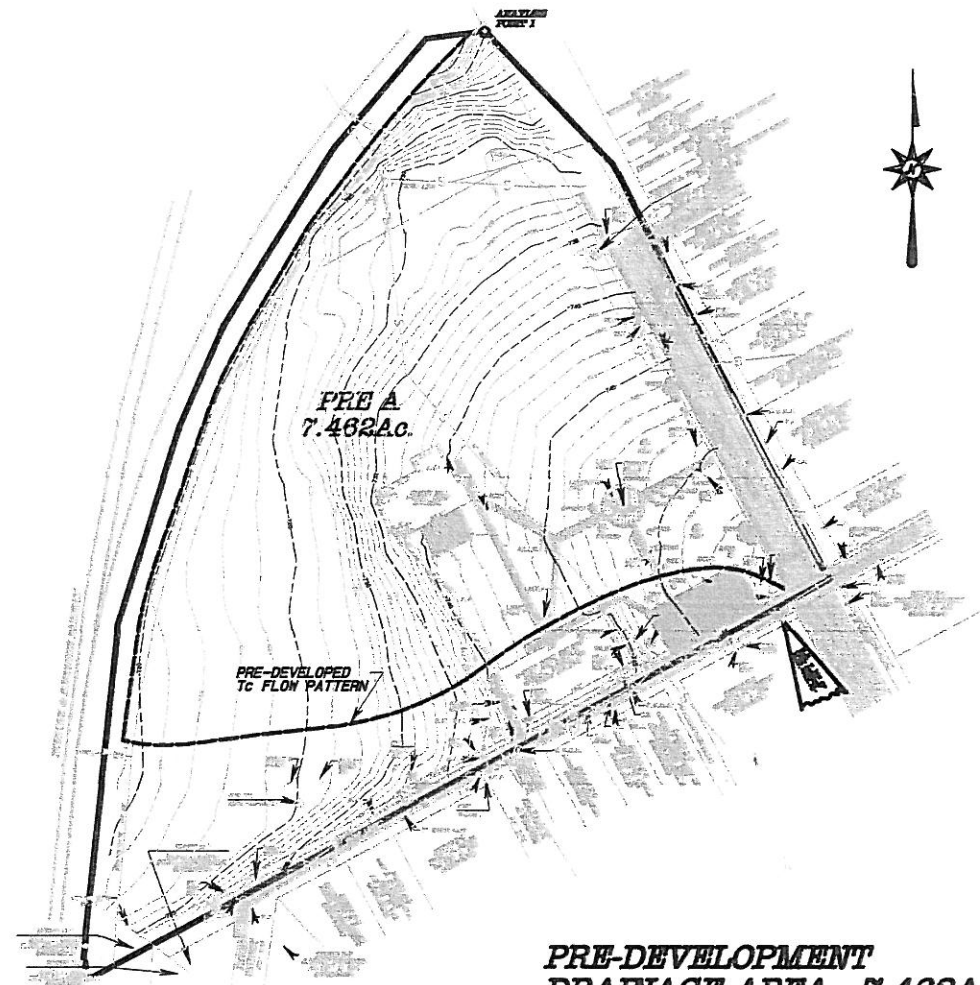
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DATE: MARCH 17, 2011
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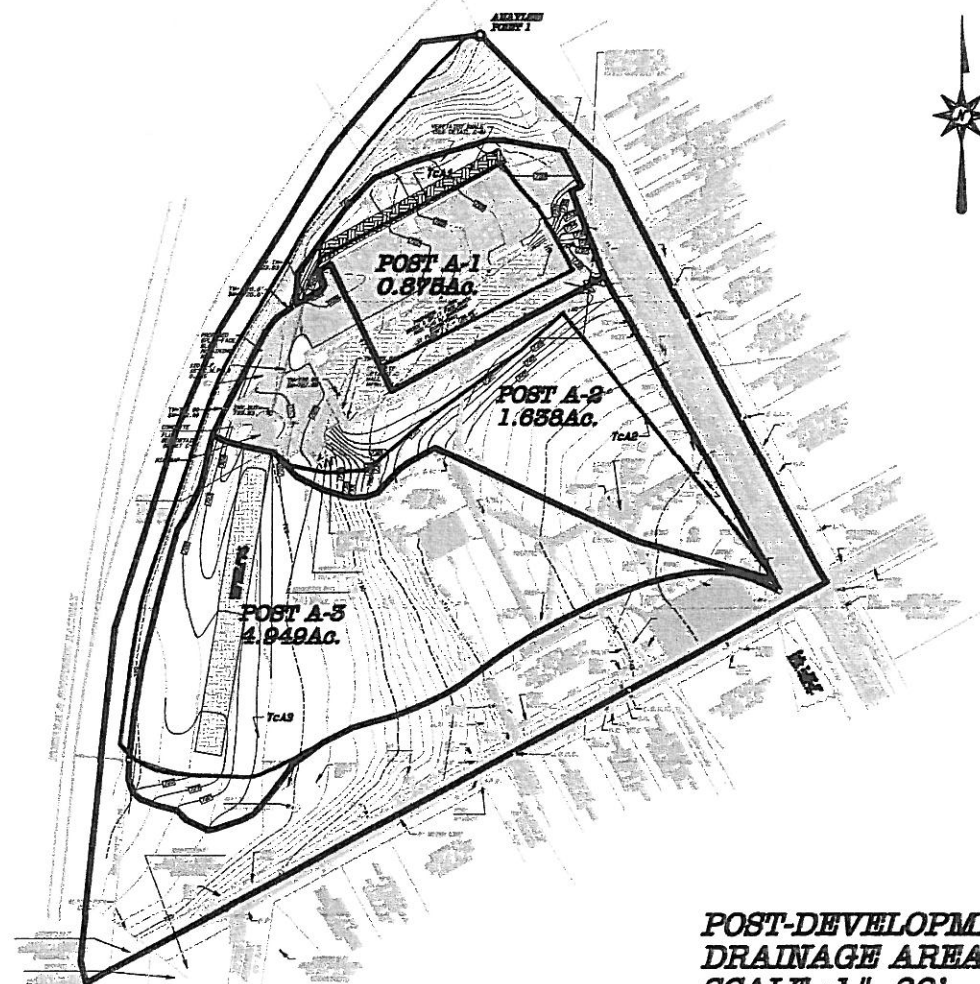
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PROPOSED DORMITORY
Virginia University of Lynchburg, Inc.
LYNCHBURG, VIRGINIA

DRAWING
DETAIL SHEET
C-10



PRE-DEVELOPMENT
DRAINAGE AREA= 7.462Ac.
SCALE : 1"=80'



POST-DEVELOPMENT
DRAINAGE AREA
SCALE : 1"=80'



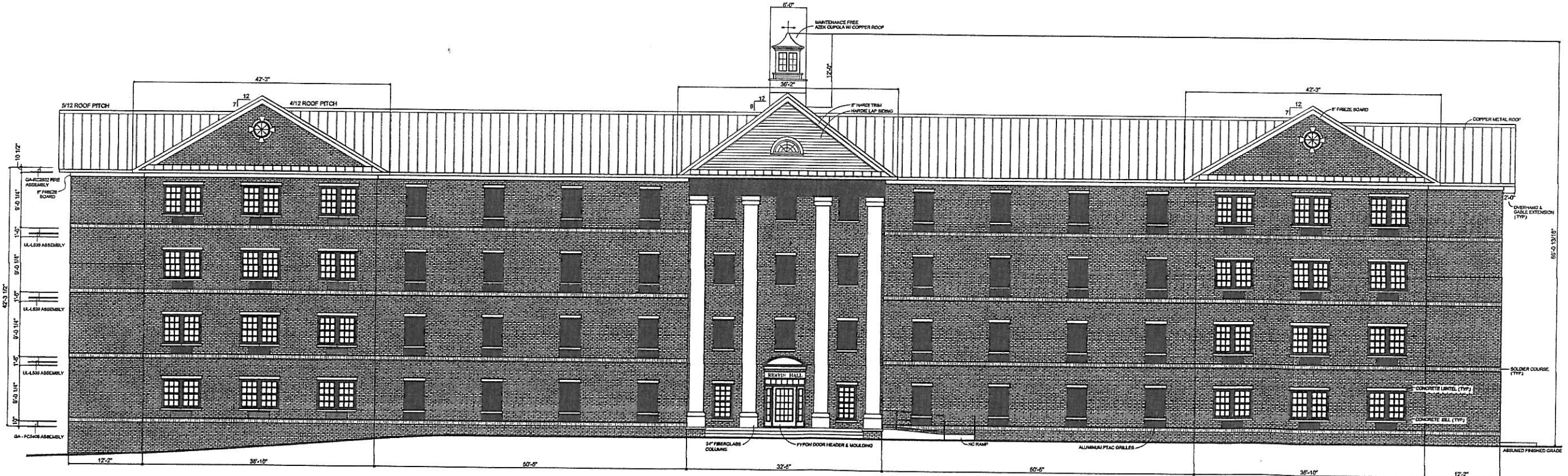
PROPOSED DORMITORY Virginia University of Lynchburg, Inc. LYNCHBURG, VIRGINIA	DRAINAGE MAPS, TABLES & DETAILS	COMM. NO.: 11878 DATE: MARCH 17, 2011 FILE NO.: 08017001 SCALE: SEE PLAN TAX MAP 08017001 COMMONWEALTH OF VIRGINIA, INC.	ACRES OF VIRGINIA, INC. ENGINEERS, SURVEYORS, PLANNERS ENVIRONMENTAL SOIL CONSULTANTS GEOTECHNICAL WWW.ACRESOFVIRGINIA.COM LYNCHBURG OFFICE: 404 CLAY STREET LYNCHBURG, VA 24504 OFFICE (434) 538-0674 FAX (434) 845-1048	REVISIONS	DATE
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				4	

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Virginia University Of Lynchburg
New Residence Hall

Prelim
Project No.
EMW
Drawn
3/25/2011
Date
1/8" = 1'-0"
Scale
Chkd
Series
Revisions
Sheet No.
EV-1.1



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Front Elevation

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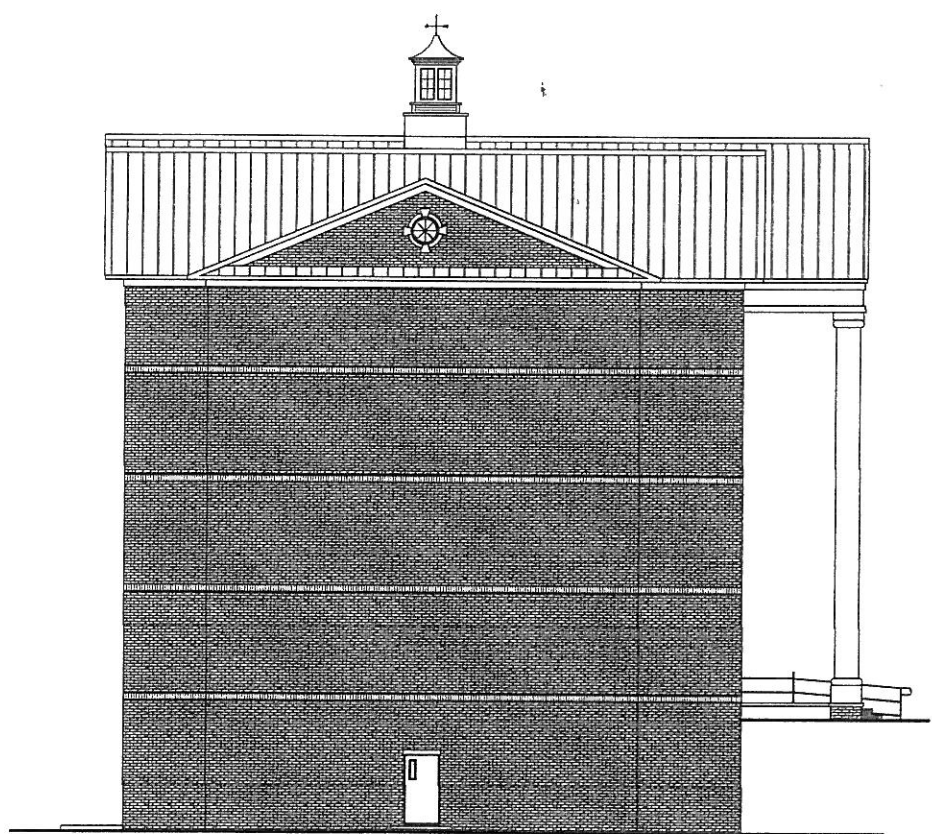
Virginia University Of Lynchburg
New Residence Hall

Prelim Project No.
EMW Drawn
3/25/2011 Date
1/8"=1'-0" Scale
Chk'd
Series
Revisions

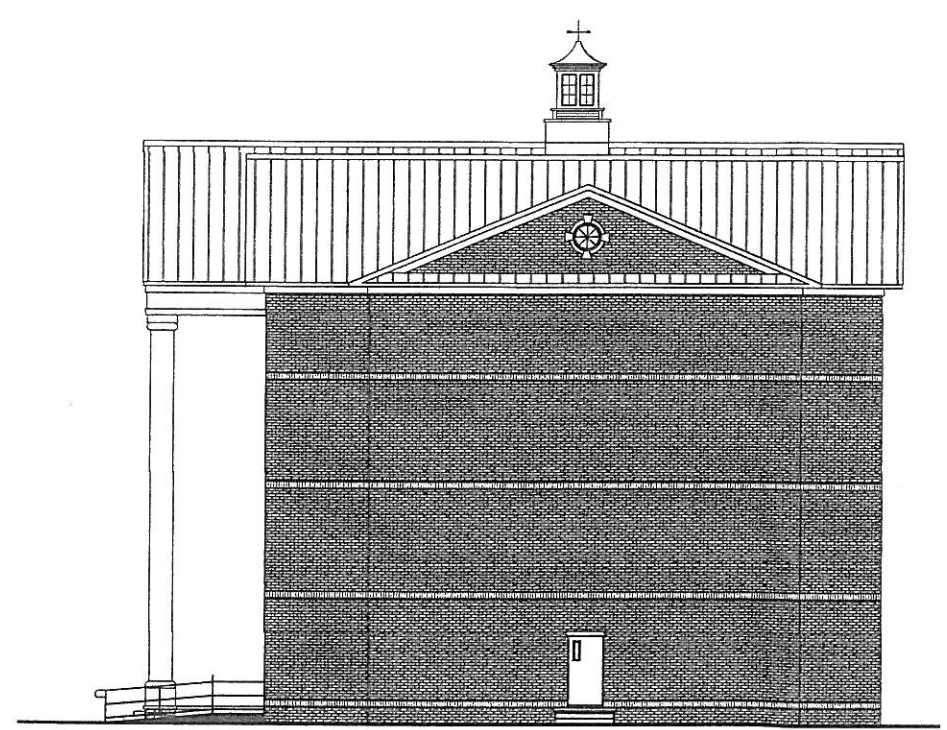
Rear Elevation

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Left Elevation



Right Elevation

Virginia University Of Lynchburg
New Residence Hall

Prelim
Project No.
EMW
Drawn
3/25/2011
Date
1/8"=1'-0"
Scale
Chkd
Series
Revisions

Sheet No.
EV-1.3



View from Humbles Hall (Photo One)



View from Humbles Hall (Photo Two)



View from Humbles Hall (Photo Three)



View from Railroad Tracks

9

PLEASE PRINT

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 17

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: Lease of City-owned property located behind 908, 910 and 912 Main Street and Part of 914 Main Street

RECOMMENDATION: After a public hearing, approve the attached resolution to lease City-owned property located behind 908, 910 and 912 Main Street and part of 914 Main Street.

SUMMARY: Mr. Ralph Wilson, President of 908MainStreetLynchburg, LLC, currently owns the buildings located at 908, 910 and 912 Main Street. He has recently renovated these three buildings and would like to rent a small strip of land from the City between where the City parking deck begins and his rear property line. He currently leases the adjacent property from the City behind 902, 904, and 906 Main Street. He would also like to rent part of 914 Main Street owned by the City to provide removable storage areas for his tenants. Mr. Wilson would be responsible for paying for any improvements in these areas. All work would be done to the city's satisfaction. The lease will be month-to-month with a yearly payment of \$120.

PRIOR ACTION(S): PDC Meeting 9/22/09 - Consideration of leasing city owned property behind 902, 904 and 906 Main Street; City Council Meeting 10/13/09 – Approval of lease of city owned property behind 902, 904 and 906 Main Street; PDC Meeting 6/14/11 – Proceed to hold a public hearing

FISCAL IMPACT: Minimal additional revenue

CONTACT(S):

Steve Lawson – Real Estate Manager – 455-3945

Lee Newland – City Engineer – 455-3947

David Owen – Public Works Director - 455-4469

ATTACHMENT(S):

Resolution

Exhibit A

Exhibit B

Pictures of the Area

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED that the Lynchburg City Council hereby approves a lease agreement, on a month to month basis, between the City of Lynchburg and 902MAINSTREETLYNCHBURG, LLC, a Virginia Limited Liability Company, for a strip of City property located behind 908, 910, and 912 Main Street and for a portion of the undeveloped strip of land located underneath the entrance to the Midtown Parking Deck to allow for the installation of removable storage areas for the tenants who live in the buildings at 908, 910 and 912 Main Street; and,

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

Adopted: _____

Certified: _____
Clerk of Council

0921

architects

DOMINION
SEVEN

PROJECT: 908,910,912 MAIN STREET	PROJECT NO.: 2828
REFERENCE: EXHIBIT A	ISSUE DATE:

SKETCH NO.: EXHIBIT A

GRAPHIC SCALE
SCALE 1" = 20'

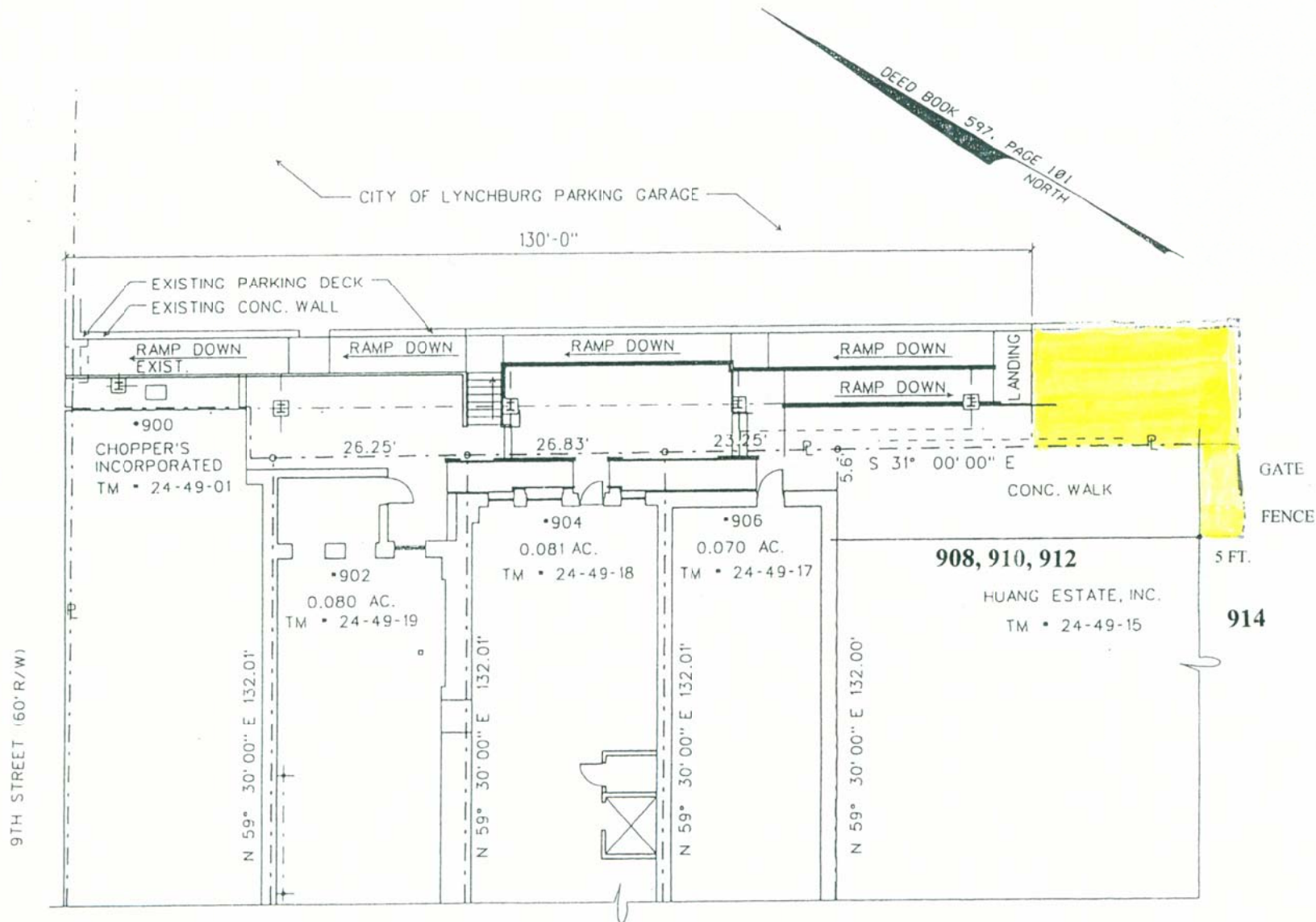


EXHIBIT B









LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 18

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Transfer of 863 Church Street (The Carter Glass Building) to the Economic Development Authority**

RECOMMENDATION: After a public hearing, authorize the transfer of the Carter Glass Building to the Economic Development Authority.

SUMMARY: Since the Information Technology Department vacated the Carter Glass Building, at 863 Church Street, the City has attempted to sell the building. The Economic Development Authority (EDA) has agreed to accept ownership of the building and to utilize it to support their economic development activities in a manner that ensures the greatest return on investment.

Recently, a complicating factor has come to light. When the City was gifted the building in 1978, the deed included a restriction that the building could only be used for public purposes. It is believed that the EDA will be able to address this restriction to ensure that the future use of the building is beneficial to the City.

PRIOR ACTION(S): None

FISCAL IMPACT: Undetermined

CONTACT(S): Kimball Payne, 455-3990; Marjette Upshur, 455-4492

ATTACHMENT(S): Property Assessment Card on 863 Church Street

REVIEWED BY: lkp

RESOLUTION

BE IT RESOLVED that the Lynchburg City Council hereby approves the transfer of the ownership of the property located at 863 Church Street from the City to the Lynchburg Economic Development Authority; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any documents necessary for the transfer on behalf of the City.

Adopted:

Certified:

Clerk of Council

099L



The City of Lynchburg, VA

Parcel ID: 02446008
Property Address: 863 CHURCH ST
LYNCHBURG, VA 24504



Summary

Mailing Address: 900 CHURCH ST
LYNCHBURG, VA 24504-1620
Legal Description: BLK 41
Neighborhood: 1300: DOWNTOWN-CENTRAL
BUSINESS DIST
Property Class: 741: EXEMPT - CITY GOVERNMENT *

Legal Acreage: 0.250
GIS Acreage: 0.250
Land Frontage: 83
Land Depth: 132

Zoning:	Zoning Description:
B-4	Central Business

Special Assessments

Participant in Land Use:	NO
Land Use Deferral Amount:	0
Participant in Rehab Program:	NO
Exempt Amount:	
Participant Until:	

School Zones

Elementary School:	PERRYMONT ELEMENTARY
Middle School:	PL DUNBAR MIDDLE
High School:	HERITAGE HIGH

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg
1978-10-26	\$0	GLASS, CARTER & SONS PUBLISHERS INC	CITY OF LYNCHBURG		556 707
1958-04-18	\$178,300	GLASS, CARTER JR	GLASS, CARTER & SONS PUBLISHERS INC		
1946-06-04	\$0	GLASS, CARTER	GLASS, CARTER JR		

Assessments

Year	Land Value	Improvement Value	Total Value
2011	\$130,000	\$710,300	\$840,300
2010	\$130,000	\$710,300	\$840,300
2009	\$130,000	\$710,300	\$840,300
2008	\$72,600	\$1,242,700	\$1,315,300
2007	\$72,600	\$1,242,700	\$1,315,300
2006	\$72,600	\$1,133,900	\$1,206,500
2005	\$72,600	\$1,133,900	\$1,206,500
2004	\$55,700	\$1,144,300	\$1,200,000
2003	\$55,700	\$1,144,300	\$1,200,000

Real Estate Property Tax Information

Total Due:\$0.00

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Penalty Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid
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History	Type	Tax Billed	Penalty Billed	Penalty Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
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Recent Sales Information by Neighborhood

Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Number
04613005	1502 ELM ST	2011-05-16	\$500	PATEL, SURESH &	HANSON, JERRY D &	110002832
04511006	612 COMMERCE ST	2011-04-07	\$450,000	CLIFF EDGE LOFTS LLC	CLIFFS EDGE LLC	110002101
02467004	1107 CHURCH ST	2011-03-31	\$1,087,796	1107-1113 CHURCH ST LLC	1107 CHURCH ST LLLP	110001930
02467005	1113 CHURCH ST	2011-03-31	\$1,087,796	1107-1113 CHURCH ST LLC	1107 CHURCH ST LLLP	110001930
04613005	1502 ELM ST	2011-03-01	\$1,890	HANSON, JERRY D &	INGE, WILLIAM & WRIGHT, ALFRED C EST	110001242
02419008	505 CHURCH ST	2011-01-03	\$0	NELSON, GREGG G & LISA Z	ZN6 LLC	110000048
02419008	505 CHURCH ST	2011-01-03	\$0	NELSON, LISA ZUMWALT TRS &	NELSON, GREGG G & LISA Z	110000050
02463008	1011 MAIN ST	2010-11-16	\$375,000	AMERICAN NATIONAL BANK AND TRUST CO	LITTLE HORSE LLC	100007739
02420006	400 5TH ST	2010-11-04	\$265,000	CHICAGO DAB LLC	COINER PARTS CO INC	100007493
02420007	507 COURT ST	2010-11-04	\$265,000	CHICAGO DAB LLC	COINER PARTS CO INC	100007493
02420008	509 COURT ST	2010-11-04	\$265,000	CHICAGO DAB LLC	COINER PARTS CO INC	100007493
02434002	701 MAIN ST	2010-10-01	\$206,000	OPERA ON THE JAMES INC	W A K LLC	100006603
02447004	805 MAIN ST	2010-10-01	\$300,000	805MAINSTR EETLYNCHB URG LLC	W D CAMPBELL & SON INC	100006593
02447005	811 MAIN ST	2010-10-01	\$300,000	805MAINSTR EETLYNCHB URG LLC	W D CAMPBELL & SON INC	100006593
02508004	300 12TH ST	2010-08-30	\$0	NEW LAND SAMARITAN INNS INC	NEW LAND LIMITED PARTNERSHIP	100005721
02465014	1120 MAIN ST	2010-08-24	\$339,278	ELLIS ACRES LLC	LITTLE HORSE LLC	100005595
04516007	1008 COMMERCE ST	2010-08-17	\$0	JJIL LLC	ONE THOUSAND EIGHT COMMERCE LLC	100005380
04610007	1423 MAIN ST	2010-07-01	\$34,704	TLC PROPERTIES INC	COKER, SHERRY L	100004354
02449015	908 MAIN ST	2010-05-14	\$495,000	908MAINSTR EETLYNCHB URG LLC	HUANG ESTATE INC	100003083
04602009	1220 MAIN ST	2010-05-14	\$325,000	ALBERT, DARLEAN M	SWEENEY, WILLIAM L & LINDA S	100003063
04631007	50 WASHINGTON ST	2010-02-08	\$365,000	SABRINAS CASTLE LLC	RIVERSIDE PARTNERSHIP LLC	100000850
02432004	501 COMMERCE ST	2010-01-28	\$6,624,300	ACADEMY OF FINE ARTS INC	ACADEMY OF MUSIC PERFORMING ARTS	100000629
02462009	1025 CHURCH ST	2010-01-25	\$175,000	TUNKEL, ALAN R	HISTORIC PROPERTIES INC	100000524
04610011	1408 CHURCH ST	2010-01-08	\$55,000	OSCHRIN, JAY & OSCHRIN, GAIL H	BANK OF NEW YORK MELLON FKA THE	100000159
04610011	1408 CHURCH ST	2010-01-08	\$0	OSCHRIN, JAMES & OSCHRIN,	OSCHRIN, JAY & OSCHRIN, GAIL H	100000160

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				GAIL H TRS		
04511007	610 COMMERCE ST	2009-12-23	\$155,000	DUDLEY CONSULTING LLC	STOREHOUSE PROPERTIES, LLC	090009123
04610011	1408 CHURCH ST	2009-12-17	\$120,423	BANK OF NEW YORK MELLON FKA THE	REARDON, JAMES & KIRBY, MARY T	090008993
04613001	1402 ELM ST	2009-10-30	\$0	STOROZUM, SIDNEY H &	STOROZUM, SIDNEY H	090007949
02430008	307 7TH ST	2009-10-23	\$0	DUNNAM, THADDEUS A & JILLIAN A &	DUNNAM, THADDEUS A & JILLIAN A	090007771
02430009	309 7TH ST	2009-09-25	\$65,000	SANCHES, GEORGE S	RINKER, JAMES M	090006999

CARTER GLASS



67	
15	1 s Mas (Upper) 1005
38	
3 s Mas	
Slab	
2546	
01	
3 s Mas	
54	1/2 B + 1/2 Slab
3618	
67	

General Retail:001

Year: 1931
Size: 21306
Improvement ID: C
Stories: 3

Heated Area: 21306
Frame: Fire Resistant
Roof Description: BUILT-UP
Rooms: 0

Mezzanine-Semifinished

Year: 1931
Size: 1481

The City of Lynchburg, VA

Legend



Corporate Limit

Addresses

Street Labels

Property Notes

Vacation

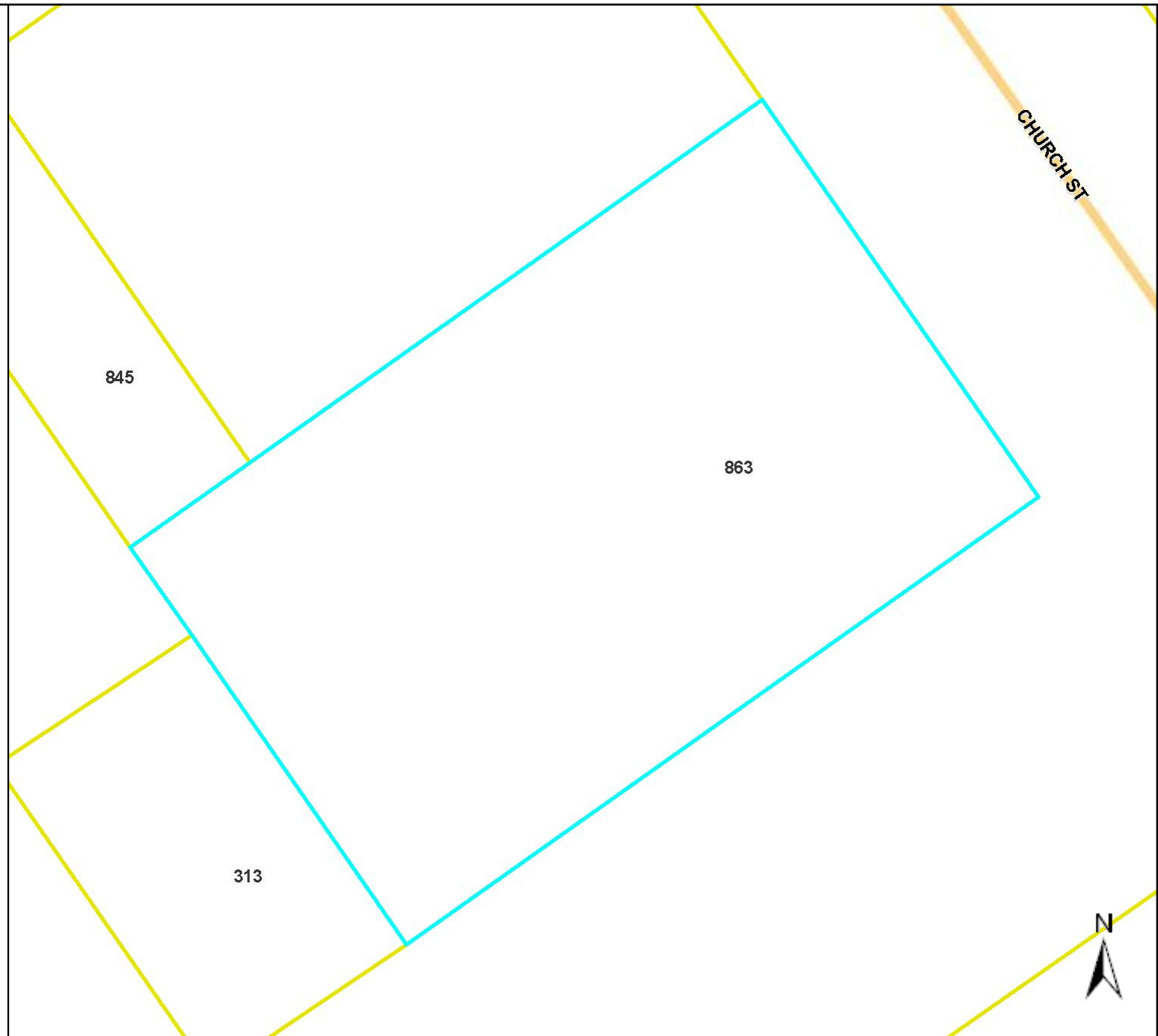
Legal Lot Line

-- Legal Lot Line

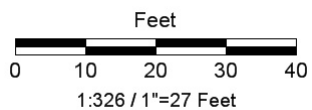
— Vacated Right of Way



Parcels



Date: 6/9/2011



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LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 19

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Amendment to the City Code re: Use of "pneumatic guns" (air guns and paint ball guns) within the City; Repeal of "Blue Laws"**

RECOMMENDATION: Adoption of the attached ordinance.

SUMMARY: For a number of years the City Code has prohibited the use of air guns within the City limits except at approved shooting ranges. In 2011 the General Assembly amended the State Code to require localities to allow the use of air guns and paint ball guns if proper precautions are taken to protect the public safety. The attached ordinance will amend the City Code to comply with the 2011 legislation that was adopted by the General Assembly. The proposed ordinance parallels the language in the State Code.

For a number of years it was common for states to have Sunday-closing laws, often called "blue laws," which prohibited certain commercial activities on Sunday. Virginia adopted the first blue law in 1610 that required the citizens in Jamestown to keep the Sabbath Holy. Localities frequently adopted local Sunday-closing laws to parallel the provisions of the Virginia State Code. The Lynchburg City Code has included a Sunday-closing ordinance since the adoption of the 1943 City Code. In 1988 a group of Virginia Beach businessmen filed a lawsuit that resulted in the Virginia Supreme Court striking down Virginia's Sunday-closing laws. Since the Supreme Court's decision the Lynchburg's Sunday-closing ordinances have not been enforced, but they have remained in the City Code.

The City's ordinances regulating air guns are in the same chapter of the City Code as the Sunday-closing ordinances. Since the City is amending the provisions of the City Code dealing with air guns it also makes sense to repeal the Sunday-closing ordinances.

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S): Walter C. Erwin, City Attorney's Office, 455-3973

ATTACHMENT(S): An ordinance amending the City Code

A copy of Section 15.2-915.4 State Code regulating pneumatic guns

REVIEWED BY: lkp

ORDINANCE

AN ORDINANCE TO AMEND AND REENACT SECTION 27-67 OF THE CODE OF THE CITY OF LYNCHBURG, 1981, RELATING TO THROWING MISSILES, SHOOTING FIREARMS AND THE USE OF BOWS AND ARROWS WITHIN THE CITY; TO AMEND THE CODE OF THE CITY OF LYNCHBURG, 1981, BY ADDING THERETO A NEW SECTION NUMBERED 27-67.1, THE NEW SECTION RELATING TO THE DISCHARGE OF PNEUMATIC GUNS WITHIN THE CITY; AND, TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY REPEALING SECTIONS 27-19 AND 27-20, THE REPEALED SECTIONS RELATING TO WORKING OR TRANSACTING BUSINESS ON SUNDAY.

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

1. That Section 27-67 of the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted as follows:

Sec. 27-67. Throwing missiles, shooting; use of bows and arrows—Generally.

(a) No person shall in any street or public place recklessly or intentionally throw any stone, ball, or missile of any character in such a manner as to cause bodily injury to any person or damage to the property of any person, or discharge anywhere within the city limits any firearm, ~~gravel shooter, air rifle or air gun~~, or discharge an arrow from a bow, except upon a properly located and constructed gunnery or archery range, approved by the chief of police, as hereinafter provided. The above provision shall not apply to peace officials or members of the armed forces of this state or the United States while acting in performance of their duties as such.

(b) No minor under the age of eighteen (18) shall shoot or discharge any firearm, ~~gravel shooter, air rifle, air gun~~ or arrow from a bow, except upon a properly located, constructed and approved gunnery or archery range, and then only under the immediate supervision of an adult.

(c) Nothing herein shall apply to the use of a bow ten (10) pounds or less of draw weight with a blunt rubber-tipped arrow.

(d) This section shall not apply to any law-enforcement officer in the performance of his official duties nor to any other person whose said willful act is otherwise justifiable or excusable at law in the protection of his life or property, or is otherwise specifically authorized by law.

(e) Any person violating the provisions of this section shall be guilty of a class 1 misdemeanor.

2. That the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted by adding thereto a new section numbered 27-67.1 as follows:

Sec. 27-67.1. Pneumatic guns.

(a) As used in this section, "pneumatic gun" means any implement, designed as a gun, that will expel a BB or a pellet by action of pneumatic pressure. "Pneumatic gun" includes a paintball gun that expels by action of pneumatic pressure plastic balls filled with paint for the purpose of marking the point of impact.

(b) Pneumatic guns may be used at facilities approved for shooting ranges, or on or within private property with permission of the owner or legal possessor. Use thereof must be conducted with reasonable care to prevent a projectile from crossing the bounds of the property. "Reasonable care" means that the gun is being discharged so that the projectile will be contained on the property by a backstop, earthen embankment, or fence. The discharge of projectiles across or over the bounds of the property shall create the rebuttable presumption that the use of the pneumatic gun was not conducted with reasonable care. Minors may use such implements only under the following conditions:

(1) Minors under the age of 16 must be supervised by a parent, guardian, or other adult supervisor approved by a parent or guardian and shall be responsible for obeying all laws, regulations, and restrictions

governing the use thereof.

(2) Minors 16 years of age and older must have the written consent of a parent or guardian and shall be responsible for obeying all laws, regulations and restrictions governing the use thereof.

(3) Training of minors in the use of pneumatic guns shall be done only under direct supervision of a parent, guardian, junior reserve officers training corps instructor, or a certified instructor. Training of minors above the age of 16 may also be done without direct supervision if approved by the minor's instructor, with the permission of and under the responsibility of a parent or guardian, and in compliance with all requirements of this section. Ranges and instructors may be certified by the National Rifle Association, a state or federal agency that has developed a certification program, any service of the Department of Defense, or any person authorized by these authorities to certify ranges and instructors.

(4) Commercial or private areas designated for use of pneumatic paintball guns may be established and operated for recreational use in areas where such facilities are permitted by the city's zoning ordinance. Equipment designed to protect the face and ears shall be provided to participants at such recreational areas, and signs must be posted to warn against entry into the paintball area by persons who are unprotected or unaware that paintball guns are in use.

(c) A violation of this section shall constitute class 3 misdemeanor.

3. That the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted by repealing Sections 27-19. Working or transacting business on Sunday and 27-20. Observance of Saturday as Sabbath.

4. This ordinance shall take effect on July 1, 2011.

Adopted:

Certified: _____
Clerk of Council

Virginia State Code

§ 15.2-915.4. Counties, cities and towns authorized to regulate use of pneumatic guns.

A. A locality may prohibit, by ordinance, the shooting of pneumatic guns in any areas of the locality that are in the opinion of the governing body so heavily populated as to make such conduct dangerous to the inhabitants thereof, and may require supervision by a parent, guardian, or other adult supervisor approved by a parent or guardian of any minor below the age of 16 in all uses of pneumatic guns on private or public property. The ordinance may specify that minors above the age of 16 may, with the written consent of a parent or guardian, use a pneumatic gun at any place designated for such use by the local governing body or on private property with the consent of the owner. The ordinance may specify that any minor, whether permitted by a parent or guardian to use a pneumatic gun or not, shall be responsible for obeying all laws, regulations and restrictions governing such use. Any penalty for a pneumatic gun offense set forth in such an ordinance shall not exceed a Class 3 misdemeanor.

B. No such ordinance authorized by subsection A shall prohibit the use of pneumatic guns at facilities approved for shooting ranges, on other property where firearms may be discharged, or on or within private property with permission of the owner or legal possessor thereof when conducted with reasonable care to prevent a projectile from crossing the bounds of the property.

C. Training of minors in the use of pneumatic guns shall be done only under direct supervision of a parent, guardian, Junior Reserve Officers Training Corps instructor, or a certified instructor. Training of minors above the age of 16 may also be done without direct supervision if approved by the minor's instructor, with the permission of and under the responsibility of a parent or guardian, and in compliance with all requirements of this section. Ranges and instructors may be certified by the National Rifle Association, a state or federal agency that has developed a certification program, any service of the Department of Defense, or any person authorized by these authorities to certify ranges and instructors.

D. Commercial or private areas designated for use of pneumatic paintball guns may be established and operated for recreational use. Equipment designed to protect the face and ears shall be provided to participants at such recreational areas, and signs must be posted to warn against entry into the paintball area by persons who are unprotected or unaware that paintball guns are in use.

E. As used in this section, "pneumatic gun" means any implement, designed as a gun, that will expel a BB or a pellet by action of pneumatic pressure. "Pneumatic gun" includes a paintball gun that expels by action of pneumatic pressure plastic balls filled with paint for the purpose of marking the point of impact.

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **June 14, 2011**

AGENDA ITEM NO.: 20

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Greater Lynchburg Transit Company (GLTC) Request for Funding**

RECOMMENDATION: Approve a resolution to amend and appropriate \$280,000 in the FY 2011 Adopted Budget by transferring \$280,000 in GLTC pay-as-you-go capital improvement program funding to fully fund operations through June 30, 2011.

SUMMARY: GLTC has requested that \$280,000 in unexpended pay-as-you-go capital improvement program funding be transferred to the GLTC operating budget to fully fund operations through June 30, 2011. As a result of this request, coupled with the recent FY 2011 Third Quarter request for \$283,000, City staff is requesting a full review and accounting of the FY 2011 GLTC operating budget.

PRIOR ACTION(S): FY 2011 Adopted Budget
FY 2011 Third Quarter Adjustment

FISCAL IMPACT: The June 9, 2011 available GLTC pay-as-you-go capital improvement program balance of \$1,462,869 will be reduced by \$280,000.

CONTACT(S): Michael Carroll, GLTC, General Manager, 455-5084

ATTACHMENT(S): Letter of request from Michael Carroll, General Manager, GLTC dated June 9, 2011
Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED THAT the FY 2011 General Fund budget is amended and \$280,000 is appropriated with resources from the City Capital Projects Fund, Public Transportation Improvements budget to assist the Greater Lynchburg Transit Company (GLTC) with its end of year expenditures.

Introduced:

Adopted:

Certified:

Clerk of Council

100L

Greater Lynchburg Transit Company



1301 Kemper Street
PO Box 797
Lynchburg, VA 24505
434.455.5080
434.847.8621 (Fax)
www.GLTCOnline.com

June 9, 2011

900 Church St
Third Floor
Lynchburg VA, 24504

Dear Lynchburg City Council:

Currently GLTC is over budget in the areas of labor and diesel fuel. In May, we were at a deficit of \$264,155 for labor and fringes, fuels were at \$198,845. And we are also asking for \$100,000 to cover the remainder of our projected expenses in June. We received \$283,000 as a third quarter adjustment. We are requesting that \$280,000 be moved from the GLTC CIP to GLTC's operating funds to cover remainder. The Board of Directors has been informed of this request.

Sincerely,

Michael Carroll
General Manager