

**LYNCHBURG CITY COUNCIL
PHYSICAL DEVELOPMENT COMMITTEE**

**Tuesday, April 14, 2015
9:00 a.m.**

Information Items

Recent/Pending Contract Awards: –

<u>Project/Phase</u>	<u>Contractor/Consultant</u>	<u>Estimated Amount</u>	<u>Contract Award</u>
Juvenile Services Group Home	Jamerson-Lewis	\$4,859,815	\$4,518,831

Update on priority projects – see attached report.

General Business

1. Vacate a Portion of Court Street and Vacate an Unnamed Alley Kevin Henry
2. Roll Call

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

Next Meeting: May 12, 2015

Lynchburg Capital Projects Greater Than \$1 Million(General Fund)

April 14, 2015

Projects of Interest		Status		Notes
Timberlake / Logan's Lane Intersection		Right of Way	November 2015	Reviewing Right of Way Needs -
Wards Road Pedestrian X-ing 2B		Construction	May 2015	Trail Phase 2B - Back to Work on Railings
Midtown Connector		Construction	December 2015	Under Construction - Working on Langhorne 90% complete & Kemper 55% Complete -
Greenview Drive Phase 2	*	Construction	July 2017	Notice to Proceed Feb. 18, 2015 - Construction Proposed to Start March 2016.
Kemper Street Bridge / Interchange	*	Construction	September 2016	Close Road April 14th.
One Way Pairs @ 501/221		Preliminary	August 2014	Preliminary Design Completed to Determine Available R/W for Development - On Hold
Lower Bluffwalk Phase 2		Construction	July 2015	97% Complete
Memorial - Park - Lakeside Intersection		Utilities Const.	May 2015	Project Underway to Install City Utilites separate from Project then ReBid
Odd Fellows Road - P3	*	Construction	August 2018	Notice to Proceed Feb. 18, 2015 - Construction Proposed to Start January 2016.
Lakeside Drive Improvements @ L.C.		Design	September 2014	30% Design - On Hold.
Juvenile Services Group Home		Construction	April 2015	Awarding Contract

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 14, 2015-PDC**

AGENDA ITEM NO.:

CONSENT: REGULAR: X

WORK SESSION:

CLOSED SESSION:
(Confidential)

ACTION: X

INFORMATION:

ITEM TITLE: **Vacate a portion of Court Street and vacate an unnamed alley**

RECOMMENDATION: Vacate the right-of-ways.

SUMMARY: 320 12th Street, LLC, the owner of 314-320 12th Street, is petitioning to vacate two separate right-of-ways: 1.) a portion of right-of-way along the eastern side of Court Street that adjoins to 320 12th Street and 2.) an unnamed alley between 314 and 320 12th Street. The total area of the proposed Court Street vacation is approximately thirty-eight thousandths (0.038) of an acre and the unnamed alley proposed to be vacated is approximately eleven thousandths (0.011) of an acre.

Both of these right-of-way vacations are associated with a rezoning petition. The petition would allow for adaptive reuse of an existing building as multi-family housing units and associated parking. The rezoning petition is tentatively scheduled to be heard before Council at the same meeting as this right-of-way vacation.

The alley does not serve as access to any adjoining properties and the existing sidewalk on Court Street will remain within the right-of-way. Therefore, the impact of these vacations to the immediate area is negligible.

PRIOR ACTION(S):

April 6, 2015: The Technical Review Committee [TRC] reviewed the petition. The TRC comments have been incorporated into the proposed ordinance.

FISCAL IMPACT: None

CONTACT(S):

Kevin Henry, Planner II – 455-3900
Tom Martin, City Planner - 455-3900
Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Application
- Maps

REVIEWED BY:

APPLICATION FOR THE VACATION OF A

PART OF COURT STREET
(Street/Alley)

LOCATED BETWEEN

Court Street & Church Street

RECEIVED

MAR 26 2015

COMMUNITY
DEVELOPMENT

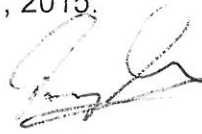
The undersigned applicant, 320 12TH STREET, LLC, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Section 35-71 through Section 35-77 of the City Code, 1981, as amended, respectfully makes application to the Lynchburg City Council for the vacation of that certain street described as follows:

Proposed vacation of a portion of Court Street

Beginning at a p.k. nail set at the northwest corner of the intersection of 12th Street and Court Street; Thence along the right of way of 12th Street N55°54'04"E 18.50' to a corner; Thence leaving the right of way S35°03'43"E 89.61' to a corner; Thence S55°23'17"W 18.34' to a p.k. nail set; Thence along the right of way of Court Street N35°09'48"E 89.78' to the point of beginning. Being a proposed vacation of a portion of Court Street and containing 0.038 acres.

The applicant further requests the Lynchburg City Council to hold a public hearing on this application at its meeting to be held in the Council Chambers, City Hall, 900 Church Street, Lynchburg, Virginia, on May 12, 2015, at 7:30 p.m., or as soon thereafter as the matter may be heard, and at the conclusion of which hearing to consider whether or not to vacate the above described street.

Given under my hand this 23 day of March , 2015.



Applicant

1708 Arlington Street, Roanoke, Va. 24015

Address

434-515-2411

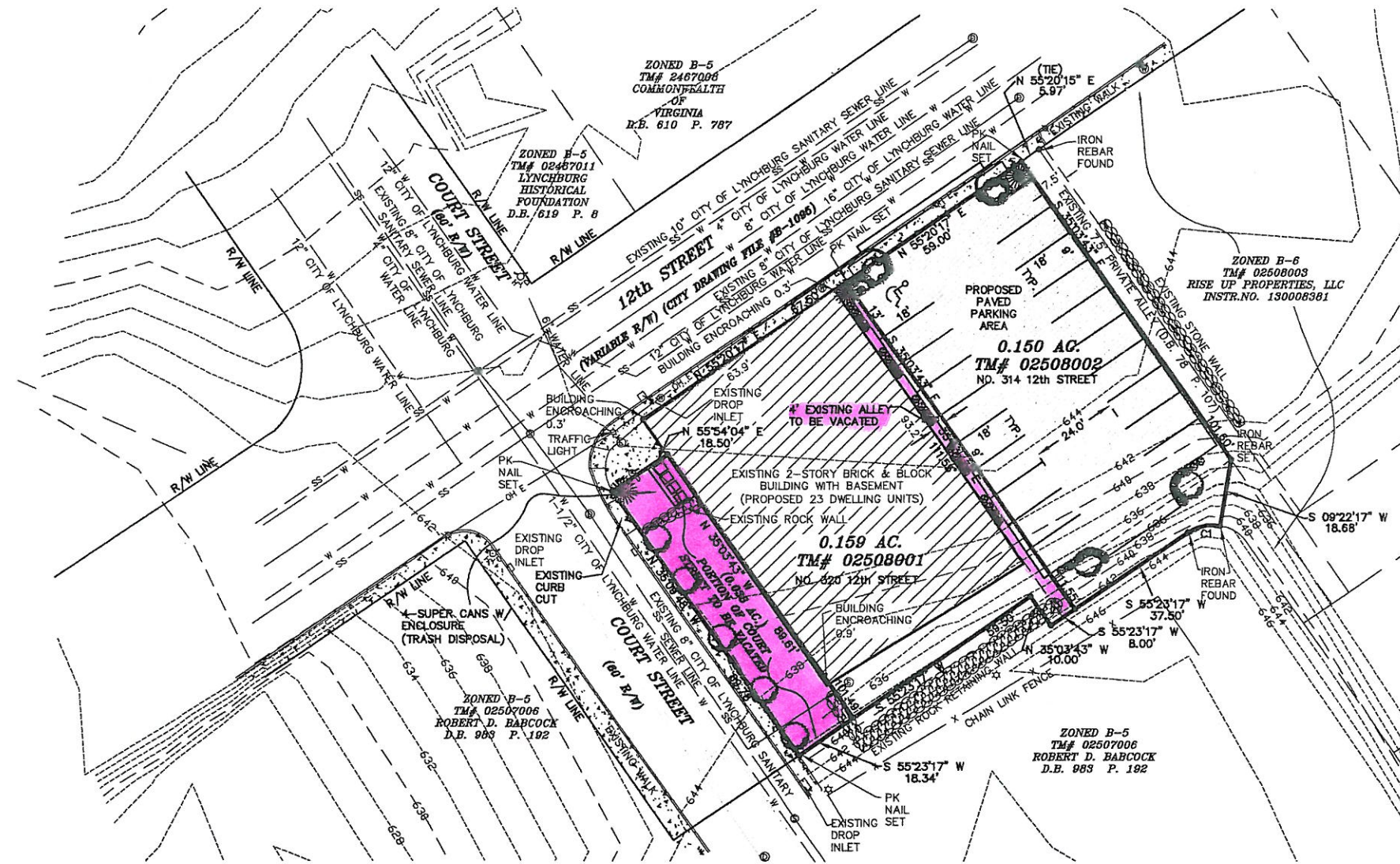
Telephone Number

WE, THE ADJOINING PROPERTY OWNER(S), ARE IN AGREEMENT TO THE
VACATION OF THE ABOVE DESCRIBED PROPERTY:

Legal Description: Tm# 02508001 No. 320 12th Street
Beginning at the northwest corner of the intersection of Court Street and 12th Street, Thence along the right of way of 12th Street N55°20'17"E 67.50' to a p.k. nail set; Thence leaving the right of way S35°03'43"E 115.55'; Thence N55°23'17"E 8.00' to a corner; Thence N35°03'43"E 10.00' to a corner; Thence N55°23'17"E 59.50' to a corner; Thence N35°03'43"E 89.61' to the point of beginning; Being No. 320 12th Street and containing 0.159 acres.

Legal Description: Tm# 02508002 No. 314 12th Street
Beginning at a p.k. nail set at the northwest corner of the intersection of 12th Street and Court Street; Thence along the right of way N55°20'17"E 59.00' to a p.k. nail set; Thence S35°03'43"E 101.60' to an iron rebar set; Thence S09°22'17"W 18.68' to an iron rebar found; Thence along a curve CB = S77°32'57"E, Length = 9.12, Radius = 12.10' to an iron rebar found; Thence S55°23'17"W 37.50' to a corner; Thence N35°03'43"E 115.55' to the point of beginning; Being No. 314 12th Street and containing 0.150 acres.

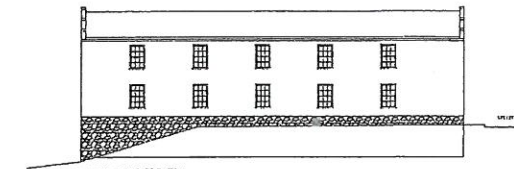
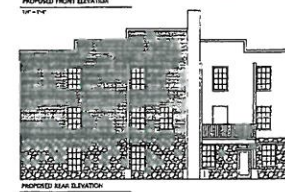
Legal Description: Proposed vacation of a portion of Court Street
Beginning at a p.k. nail set at the northwest corner of the intersection of 12th Street and Court Street; Thence along the right of way of 12th Street N55°20'17"E 18.50' to a corner; Thence leaving the right of way S35°03'43"E 89.61' to a corner; Thence S55°23'17"W 18.34' to a p.k. nail set; Thence along the right of way of Court Street N35°09'48"E 89.78' to the point of beginning; Being a proposed vacation of a portion of Court Street and containing 0.038 acres.



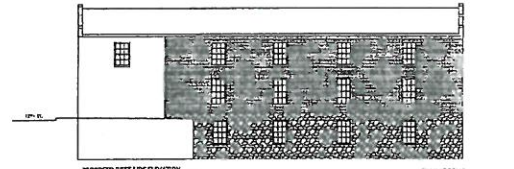
CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	44°17'40"	9.35	12.10	9.12	S 77°32'57" W



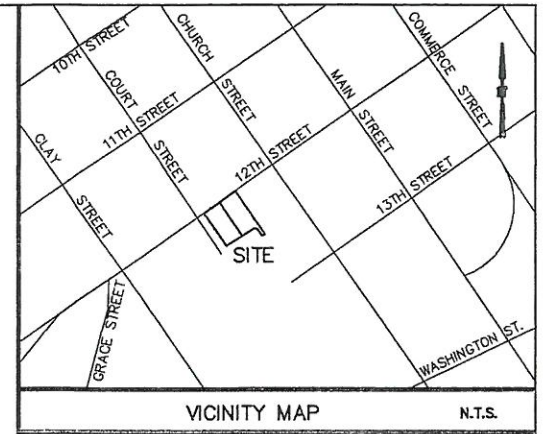
320 12th Street
March 11th, 2015



320 12th Street
March 11th, 2015



320 12th Street
March 11th, 2015

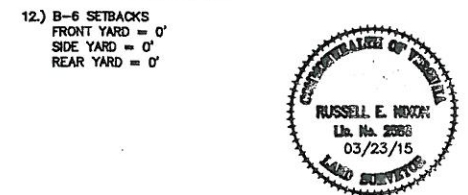


NARRATIVE:
THE PURPOSE OF THIS SITE PLAN FOR REZONING IS TO REQUEST A ZONE CHANGE FROM THE CURRENT BUSINESS ZONE OF B-5 TO B-6 (RIVERFRONT BUSINESS DISTRICT). THE ZONE CHANGE WILL ALLOW THE PROPOSED RESIDENTIAL USE (23 UNITS) AND PROPOSED PARKING AREA AS SHOWN ON THE PROPOSED PLAN. THIS PROPERTY IS CURRENTLY SERVED BY CITY OF LYNCHBURG WATER AND SEWER. THIS PROPERTY IS IN THE COMBINED SEWER OVERFLOW DISTRICT AND THEREFORE EXEMPT FROM STORMWATER QUALITY AND QUANTITY. HOWEVER, THE DESIGN FOR THE EROSION CONTROL MINIMUM STANDARD 19 WILL BE ADDRESSED UPON APPROVAL OF REZONING ON THE COMPLETED CONSTRUCTION PLAN SET.

GENERAL NOTES:

- 1.) THIS PLAN HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY AND THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN HEREON.
- 2.) THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
- 3.) THE AREA SHOWN IS LOCATED IN ZONE 'X' AND DOES NOT FALL WITHIN FLOOD HAZARD ZONE FOR A 100 YEAR FLOOD AS SHOWN ON A MAP PANEL NO. 51009300420 DATED JUNE 3, 2008 BY F.E.M.A.
- 4.) THIS PROPERTY IS ZONED B-5 BUSINESS. PROPOSED ZONE CHANGE TO B-6 RIVERFRONT BUSINESS DISTRICT.
- 5.) ALL LIGHTING WILL BE GLARE SHIELDED AND NON-DIRECTIONAL TO PREVENT ILLUMINATION ACROSS THE PROPERTY LINES.
- 6.) LANDSCAPING SHALL BE IN COMPLIANCE WITH CITY OF LYNCHBURG LANDSCAPE ORDINANCE. ALL ABOVE GROUND UTILITIES SUCH AS HVAC UNITS AND RPZ'S SHALL HAVE LANDSCAPE SCREENING.
- 7.) THIS PROPERTY WILL UTILIZE CITY OF LYNCHBURG WATER AND SEWER.
- 8.) CONTRACTOR SHALL CONTACT "MISS UTILITY" A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION.
- 9.) OWNER/CONTRACTOR WILL PRIOR TO FINAL SITE STABILIZATION, TO DETERMINE FERTILIZER APPLICATION RATES FOR THE ESTABLISHMENT OF GRASS ON SITE. THE VIRGINIA COOPERATIVE EXTENSION OR A GEOTECHNICAL FIRM (WITH SOIL TESTING FACILITIES) WILL BE CONTACTED TO OBTAIN A SOILS REPORT FOR NUTRIENT APPLICATION.
- 10.) THE PROPOSED USE OF THE BUILDING WILL BE FOR 23 RESIDENTIAL UNITS.
- 11.) PARKING REQUIRED:
THIS PROPERTY WILL HAVE 23 RESIDENTIAL UNITS. HOWEVER, THE PROPOSED ZONE CHANGE TO B-6 DOES NOT REQUIRE THIS PROPERTY TO MEET THE MINIMUM PARKING REQUIREMENTS.

PARKING PROVIDED:
19 TYPICAL 9'x18' SPACES
+1 ADA HANDICAP SPACES
20 TOTAL SPACES PROVIDED



RECEIVED

MAR 26 2015

COMMUNITY DEVELOPMENT

OWNER INFORMATION:
320 12th STREET, LLC
1708 ARLINGTON ROAD, SW
ROANOKE, VA 24015

SOURCE OF TITLE:
TAX MAP: 02508001
320 12th STREET, LLC
INSTR. NO. 150000715



SURVEYED FOR: 320 12th STREET, LLC
SITE PLAN FOR REZONING
PROPOSED CONDOMINIUM PROPERTY OF
320 12th STREET, LLC
NO. 314 & 320 12th STREET
CITY OF LYNCHBURG, VIRGINIA
COMM. NO.: 2016040
REVISOR: 03/23/16
SCALE: 1"=20' DR. BY: VFB DATE: 03/09/15

SEC. 35.1-25.1.7 PARKING SCREENING 59' FRONTAGE / 3 SHRUBS = 20 REQ'D 20 LARGE SHRUBS REQUIRED 20 LARGE SHRUBS PROVIDED	SEC. 35.1-25.1.8 STREET STREET 228' FRONTAGE / 40' = 7 REQ'D 7 SHADE TREES REQUIRED 7 SHADE TREES PROVIDED	SEC. 35.1-25.1.10 UTILITY SCREENING AROUND ANY EXISTING AND PROPOSED LOCATION OF HVAC UNITS & ABOVE GROUND UTILITIES
SEC. 35.1-25.1.8 FOUNDATION PLANTINGS 157' FOUNDATION / 50' = 3 TREES REQ'D 157' FOUNDATION / 10 SHRUBS = 16 REQ'D 3 ORNAMENTAL TREE REQUIRED 3 ORNAMENTAL TREE PROVIDED 16 LARGE SHRUBS REQUIRED 20 LARGE SHRUBS PROVIDED	SEC. 35.1-25.1.7 PARKING AREA LANDSCAPING 20 SPACES / 8 TREES = 3 REQ'D 20 SPACES / 1 SHRUB = 20 REQ'D 3 SHADE TREES REQUIRED 4 SHADE TREES PROVIDED 20 MEDIUM SHRUBS REQUIRED 20 MEDIUM SHRUBS PROVIDED	

PLANT LIST

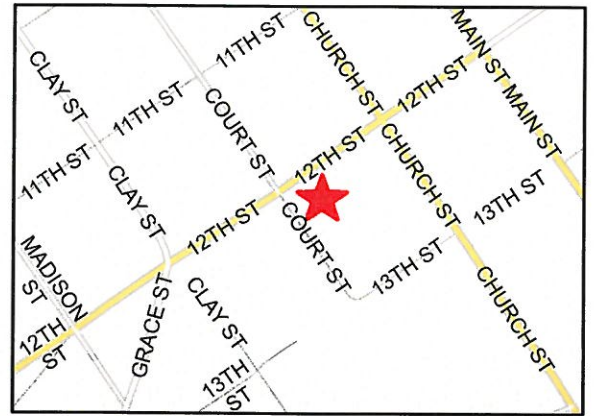
KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	HEIGHT AT PLANTING	REMARKS
16	16	RED MAPLE	ACER RUBRUM	1-1/2" CAL	4'	WELL BRANCHED
16	16	FLOWERING CHERRY	PRUNUS SERRULATA 'SHIRAFUGEN'	1-1/2" CAL	4'	WELL BRANCHED
76	76	DWARF JAPANESE HOLLY	ILEX CRENATA	N/A	3'	FULL PLANT
30	30	WINTER RED HOLLY	ILEX VERTICILLATA	N/A	3'	FULL PLANT

314-320 12th Street

Right-of-Way Vacation



Location



MEMORANDUM

TO: City Council
L. Kimball Payne, III, City Manager
Bonnie Svrcek, Deputy City Manager

FROM: Donna Witt, Director of Financial Services 

SUBJECT: Responses to Questions Raised at the March 17, 2015 Budget Work Session

DATE: April 14, 2015

At the March 17th Work Session on the FY 2016 Proposed Budget, Council members raised the questions listed below, which required staff follow-up. Additionally, during the CDBG Fund portion of budget review, the City Manager referenced “Participatory Budgeting.” The link to more information regarding this process is: www.participatorybudgeting.org

What is Council’s current budget for training and travel? (Gillette)

Council’s FY 2015 Adopted budget is \$7,300; current expenditures total \$10,468, which is \$3,168 over budget. The Proposed FY 2016 budget is \$8,712.

Why are costs going up in the Office of the Commonwealth’s Attorney when the FTE numbers are going down? (Helgeson)

The increase in General Fund salary and benefits reflects the second part of the 2-year increase that the Assistant Commonwealth Attorneys received as well as the General Fund absorbing a portion of the personnel costs necessary to fund certain positions (in totality) resulting from the loss of the Arrest Grant. Although the increase in salary and benefits was approximately \$51,000, it was offset by a corresponding increase in state revenue (\$36,000) and a reduction in operating expenses (\$9,000), for an overall locality increase of \$6,000. The lower FTE reflects the loss of the Arrest Grant, specifically, a full-time attorney (who is now in a State-funded position) and a part-time in-house investigator.

Will the decrease in Sheriff’s Deputies have an effect on courtroom security? (Perrow)

Yes, as the Sheriff’s Department loses deputies, all duties and responsibilities carried out by the Department will be affected – courtroom security, civil process service, and transportation. Additionally, with the appointment of two new full-time judges, the Department anticipates the workload to increase, making the loss of deputies even more difficult to juggle.

What is the status of the overtime analysis? (Johnson)

A team is reviewing historical costs and data and gathering similar information from other localities as well as evaluating the information to identify factor combinations that have demonstrable (and therefore predictable) impact on raising or lowering sworn officer overtime expenditure rates. This analysis is ongoing at this time.

Are the Libraries' Performance Measures still appropriate now that the system has become more regional? (Perrow)

The Libraries are planning to reassess what is being measured in the coming fiscal year. In addition to reviewing the current measures, the Department will analyze the volume of materials being shared – how much the Lynchburg libraries are sending out to member libraries and how much is being received.

Also, please find attached the FY 2016 Budget Balancing spreadsheet for your review.

Thank you.

ATTACHMENT

c: Valeria Chambers

FY 2016 BUDGET BALANCING

		<i>Work Session April 14, 2015</i>
Staff Recommended Adjustments for General Fund		
Manager's Proposed Revenues and Use of Fund Balance		\$184,651,309
Staff Revenue and Use of Fund Balance Adjustments		Increase/(Decrease)
Other Local Taxes	Local Sales Tax	\$160,000
Other Local Taxes	Business License Tax (net)	(97,200)
Other Local Taxes	Lodging Tax	(100,000)
Other Local Taxes	Meals Tax	100,000
Fines and Fees	Funds staying with the State	(40,000)
Charges for Services	Wards Crossing West	30,000
State Categorical Aid	Local Aid to the Commonwealth	325,447
Federal Categorical Aid	Indirect Cost Reimbursement - Social Services Administration	22,000
Use of Fund Balance	Amount proposed in FY 2015 Third Quarter for Streetscape Design	(90,000)
Total Staff Revenue and Use of Fund Balance Adjustments		\$310,247
Adjusted Revenues		\$184,961,556
Manager's Proposed Expenditures		\$184,651,309
Staff Expenditure Adjustments		Increase/(Decrease)
Emergency Services	Network Administrator I overhire	\$55,100
Public Works	Engineer	76,794
Human Services	Burial Assistance	8,545
Libraries	Personnel cost correction	20,200
Parks and Recreation and Social Services	Market adjustments	150,000
External Service Providers	Blue Ridge Regional Jail Authority	(2,098)
Reserves	Capital Maintenance	(822,204)
Transfers	City Capital Projects Fund for Streetscape Improvements Downtown ¹	732,204
Non-departmental	Recruitment expenses	25,000
Total Staff Expenditure Adjustments		\$243,541
Adjusted Expenditures		\$184,894,850

		Surplus/(Deficit)
BALANCE ²		\$66,706

City Council Issues for Discussion		
Revenues:		Increase/(Decrease)
Expenditures:		Increase/(Decrease)
Council/Manager Office	Council training and travel	\$10,000
Non-departmental	Poverty Initiative	(50,000)
CIP	Clay Street Reservoir - Adaptive Reuse Design and Feasibility Study	50,000
CIP	Jefferson Park - Master Plan	50,000

¹ This project coincides with Water Line Replacements/Distribution System Improvements in the Water Capital Fund.

² It is recommended the remaining funds be used in the CIP.

FY 2016 BUDGET BALANCING

<i>Staff Adjustments to Other Funds:</i>		
CDBG Fund		Increase/(Decrease)
Adjustment	based on actual Program Allocation	\$13,894
HOME Fund		Increase/(Decrease)
Adjustment	based on actual Program Allocation	(\$34,940)
City Capital Projects Fund		Increase/(Decrease)
Fifth Street Streetscape Improvements, Ph. III	CDBG funding based on CDAC approved allocation	(\$39,305)
Streetscape Improvements Downtown ¹	Transfer from General Fund	\$732,204
	Unallocated FY 2014 Bonds (needs appropriation)	470,748
Total Streetscape Improvements Downtown ²		\$1,202,952

¹ This project coincides with Water Line Replacements/Distribution System Improvements in the Water Capital Fund.

² Additional funding of \$90,000 is proposed in FY 2015 Third Quarter.

033K

// A special work session of the Council of the City of Lynchburg was held on the 17th day of March, 2015, at 2:00 P.M. in the Council Chamber, City Hall, Michael Gillette, President, presiding. The following Members were present:

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

Absent: Johnson 1

// Vice Mayor Johnson arrived at 2:19 p.m.

// City Manager Kimball Payne and Deputy City Manager Bonnie Svrcek provided an overview regarding individual budgets within the following categories: General Government Administration; Judicial Administration; Public Safety; Public Works; Health and Welfare; Parks, Recreation and Culture; and Community Development. During the budget discussion, Council advised staff to add the following items to "The List".

- Add \$10,000 additional funds to Council training and travel budget
- Poverty initiative funding
- Add Clay Street Reservoir – Adaptive Reuse Design and Feasibility to the Capital Improvement Fund
- Add Jefferson Park Enhancements to the Capital Improvement Fund

// City Manager Kimball Payne also reviewed the other Funds with Council such as Fleet Service Funds, Airport Fund, and City/Federal/State Aid Fund. The Water Resources and School Funds will be presented at the March 24, 2015 work session.

// Council Members took a short break at 3:36 and reconvened the meeting at 3:43 p.m.

// City Manager Kimball Payne reviewed the FY 2016-2020 Capital Improvement Program (CIP). Mr. Payne stated that a five-year CIP allows the opportunity to view both the five-year capital construction and infrastructure maintenance needs of the City and the Lynchburg City Schools.

The total Proposed Five-year Capital Improvement Plan is \$179.1 million which includes the following large City Capital Projects:

- Continued design of College Lake Dam Improvements
- Fifth Street Streetscape Improvements
- Timberlake Road and Logans Lane realignment of the intersection
- Main Street Bridge over the Expressway improvements

The CIP is a document dedicated to a process designed to identify both the capital improvement needs and priorities of the City over a five-year period in concert with projected funding levels and City Council's Vision and Principles. Mr. Payne went on to say actual programming of projects is dependent upon the financial resources available. The projects proposed for consideration in the FY 2016 – 2020 CIP are listed as: Continuing Projects, Deferred Projects, New/Active Projects, Project Type – New and Project Type – Maintenance. Mr. Payne summarized the projects that are deferred beyond FY 2020 which total \$35,350,000.

// City Manager Kimball Payne discussed with Council the date of March 31, 2015 as a possible date to continue to review the Budget, but since the Budget review was completed at this meeting, Council decided to remove March 31, 2015 from the Budget calendar.

// The meeting was adjourned at 4:42 P.M.

Clerk of Council

148

March 24, 2015

// A regular meeting of the Council of the City of Lynchburg was held on the 24th day of March, 2015, at 4:00 P.M. in the Council Chamber, City Hall, Michael Gillette, President, presiding. The following Members were present:

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

Absent: Johnson 1

// Vice Mayor Johnson arrived at 4:09 p.m. during the presentation of the Schools Budget.

// Schools Superintendent Scott Brabrand presented the Proposed 2015-2016 School's Budget. Dr. Brabrand stated that education remains the key priority for a successful economy. In the proposed budget request he asked for \$1.1 million in local funding. He also stated that if this proposal is approved, the increase would cover a 2% raise for school employees and put schools' operational spending at \$90.3 million, which is 2.5% more than the current year. The Budget shows enrollment in the Lynchburg City Schools is on the rise. Dr. Brabrand addressed the following challenges:

- Early Childhood
- Personnel and Professional Development
- Mental Health and Poverty

What's New This Year?

- Requested city increase to school budget is 2.7%
- Total request of \$1.19 million is devoted primarily to salary increase for employees
- No cuts to K-12 education
- Development of multi-year budget

Dr. Brabrand went on to say that he is requesting in the proposed budget, support for an instructional assistant for every kindergarten classroom, and additional physical education teachers, which will add a much needed second day of physical education classes during the week for all elementary schools. He also stated in the area of personnel and professional development, the budget proposes adding a science instructional coach and a middle school reading coach. He explained the Revenues update/Expenses update for the proposed budget. A request for \$950,000 is proposed for school bus replacements. He mentioned several components of the budget process including Community Input, Parent Input, Employee Input and School Board Engagement. Additional needs in this year's budget include:

- Continuing Lynchburg City Schools – One implementation
- ELL Teacher and Newcomers Program
- Middle School Athletic Trainer services
- Bookkeeper support for elementary schools to strengthen financial operations
- Hourly secretarial support in summer

In conclusion, Dr. Brabrand stated that the budget process ties directly to the implementation of the division's Comprehensive Plan.

- Vision – A Tradition of Excellence for All
- Mission – Every Child, By Name and By Need, to Graduation

- Goal – Excellence in Achievement, Behavior, Culture, Operations and Personnel

// Water Resources Director Tim Mitchell provided an overview of the FY 2016 Rate Study and Annual Report which includes information on the following:

- Drinking Water, Wastewater and Stormwater Overview
- Financial Overview including: revenues and expenditures by fund and division, rate analysis and comparison
- Projected letter from PJ Sun, LLC
- Water, Sewer, and Stormwater Projections
- Statistical Data

Mr. Mitchell stated that the utility rate study strategy developed for this year continues with the guiding principles of:

- Minimize the impact of rate adjustments on residential and other small customers.
- Ensure necessary funding is provided for increases in operating and debt service costs.
- Ensure compliance with the Special Order for Combined Sewer Overflow (CSO).
- Ensure compliance with adopted Fund Balance and Debt Management Financial Policies.
- Provide an equitable distribution of costs based on actual services provided.

The proposed increases include increasing the sewer volume charge by 3.2% from \$5.65 per hcf to \$5.83 per hcf. This will result in an increase to a typical residential utility bill by \$1.26 per month or an overall increase in the water, sewer, and stormwater bill of approximately 1.8%. He stated the actual percent increase will vary depending upon actual consumption. In addition to the sewer volume rate the only other proposed increase is for the sewer only rate from \$45.92 per month to \$47.18 per month (2.7%). Mr. Mitchell further stated the City of Lynchburg customers' water and sewer bills are approximately 10% below the statewide average. Last year the state average water and sewer bill increased by over 6%. In conclusion, Mr. Mitchell stated that no increase is proposed as of July 1, 2015 for the water volume rate, stormwater charge or account charge. There is a proposed increase of 3.2% in the sewer rates.

// During roll call Council Member Helgeson mentioned a concern with the construction work that is ongoing on Kemper Street; it is hard for citizens to access those businesses. He asked if something could be done to help alleviate the situation.

// Vice Mayor Johnson received a complaint from a citizen regarding loud music from an ice cream truck that parks at Riverside Park for several hours at a time.

// Mayor Gillette announced the Budget Public hearing will be held on March 31, 2015 at 7:00 p.m. in Council Chamber.

// City Council recessed the meeting at 5:57 p.m.

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

The following Members were present:

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

7

Absent:

0

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

// Copies of the minutes of the March 10, 2015 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Nelson, seconded by Vice Mayor Johnson, Council by the following recorded vote approved the minutes as presented:

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

Noes: 0

// In the matter of Public Works/Water Resources – Water, Resolution #R-15-015 to amend the FY 2015 Water Capital Projects Fund budget and appropriate \$5,000 with resources from a Virginia Department of Conservation and Recreation grant to reimburse costs associated with bringing Pedlar Dam into compliance with minimum standards for dam safety, laid over from the March 10, 2015 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of Public Works/Water Resources – Water, Resolution #R-15-016 to amend the FY 2015 City Capital Projects Fund budget and appropriate \$10,000 with resources from a Virginia Department of Conservation and Recreation grant to reimburse costs for College Lake Dam associated with compliance for dam safety, laid over from the March 10, 2015 meeting, was again presented and read, and on motion of Council Member Nelson, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted the Resolution:

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

Noes: 0

// In the matter of Community Development - Zoning Amendments, a public hearing was held regarding City Council Report # 7 outlining the petition of David Moore to rezone approximately one and ninety-one hundredths (1.91) acres located at 1001 and 1005 Creekside Lane from B-5C, General Business District (Conditional) to B-5C, General Business District (Conditional) to amend previously approved proffers to allow a right-in, right-out connection to Graves Mill Road. City Planner Tom Martin gave a summary of the rezoning request and stated that the Planning Commission recommended approval of the rezoning petition. Moore's Country Store representative Mr. David Moore asked Council for approval of the rezoning petition. There was no one else present who wished to speak to this item, and the public hearing was closed. On motion of Council Member Perrow, seconded by Vice Mayor Johnson, Council by the following recorded vote adopted Ordinance #0-15-019, as presented, granting the petition of David Moore to rezone approximately one and ninety-one hundredths (1.91) acres located at 1001 and 1005 Creekside Lane from B-5C, General Business District (Conditional) to B-5C, General Business District (Conditional) to amend previously approved proffers to allow a right-in, right-out connection to Graves Mill Road:

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

Noes: 0

// In the matter of Economic Development – General, a public hearing was held regarding City Council Report #8 regarding the City's proposed participation in the project to rehabilitate, renovate and redevelop the property known as the former Virginian Hotel located at 712 Church Street. City Manager Kimball Payne gave an overview of the request to approve a performance agreement between the City of Lynchburg, the Lynchburg Economic Development Authority (LEDA) and Virginian Hotel, LLC to support the rehabilitation, renovation and redevelopment of the property known as the former Virginian Hotel located at 712 Church Street.

Nine individuals spoke in favor of the proposed project stating that the new project will attract more people and grow the City's economy. The project has the potential to increase jobs, make downtown more vibrant, and provide a boost to the downtown revitalization efforts.

Sixteen individuals spoke in opposition of the City's ability to participate in this project for many reasons. For instance, it would provide direct tax aid to a private development, the Virginian project would cut into existing hotel owners' profits, and concern that the City government should not take the role of a bank. In addition, the City should not use taxpayers money to invest in a business deal with a private company, if the project fails who would be responsible for the loan, and since the City is not a bank, the property owners should seek assistance from a commercial bank, and not the City. There was no one else present who wished to speak to this item, and the public hearing was closed.

Vice Mayor Johnson made a motion seconded by Council Member Foster, to approve the project to rehabilitate, renovate and redevelop the property known as the former Virginian Hotel located at 712 Church Street. A discussion followed the motion. Council Member Helgeson voiced his concern about this project. He felt that private business owners should fund 100% of the project with no loan from the City. The majority of Council was in favor of the project for several reasons. The project will stimulate job growth and complement downtown businesses; the project will increase economic vitality, add jobs, and boost the local tax base; the Economic Development Authority (EDA) helps businesses who ask for assistance and public funds have been used in the past to support private developments. This project will provide needed conference space for the City and will not divert tax dollars from any existing streams.

After the discussion, Council Member Helgeson made a substitute motion to take this item to a work session for further discussion. The motion failed for a lack of a second. Mayor Gillette called for a vote on the original motion. Council Member Foster made a motion seconded by Vice Mayor Johnson to vote on the original motion. Council by the following recorded vote agreed to vote on the original motion:

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

Noes: Helgeson 1

On motion of Vice Mayor Johnson, seconded by Council Member Foster, Council by the following recorded vote adopted Ordinance #R-15-020, as presented, regarding the City's proposed participation in the project to rehabilitate, renovate and redevelop the property known as the former Virginian Hotel located at 712 Church Street:

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

Noes: Helgeson 1

// In the matter of Parks and Recreation – General, City Council Report #9 was considered. On motion of Vice Mayor Johnson, seconded by Council Member Foster, Council by the following recorded vote adopted Resolution #R-15-021, as presented, authorizing the City Attorney to submit the necessary documents, to petition the Circuit Court of the City of Lynchburg to appoint a special commissioner to execute the necessary deed to convey the tax delinquent real estate at 1201 Hollins Street to the City in lieu of its sale at public auction:

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

7

Noes:

0

// The meeting was adjourned at 10:14 P.M.

Clerk of Council

March 31, 2015

153

// An additional meeting of the Council of the City of Lynchburg was held on the 31st day of March, 2015, at 7:00 P.M. in the Council Chamber, City Hall, Michael Gillette, President, presiding. The purpose of the meeting was to conduct a public hearing regarding the Proposed FY 2016 Budget and the 2016-2020 Capital Improvement Program. The following Members were present:

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

Absent: 0

// City Manager Kimball Payne provided an overview of the Proposed FY 2016 Budget, in all funds, totaling \$330.4 million. These funds include General, Water, Sewer, Stormwater, Capital, Airport, Fleet and other smaller funds, as well as funding for two component units, Schools and Greater Lynchburg Transit Company (GLTC). Mr. Payne stated the proposed General Fund budget, which provides resources for most City services (except for water, sewer and stormwater) through taxes and fees, is \$184.7 million. This is an increase of approximately \$8.3 million, or just under 5% from the current year.

Mr. Payne went on to say that the proposed budget does not include any increases in taxes or fees for the General Fund. A new general reassessment of real property will go into effect on July 1, 2015. There is also a proposed increase of 3.2% in the sewer rates. Mr. Payne further stated the proposed budget provides funds for a 2% compensation increase for City and Schools employees.

// In the matter of Budget, a public hearing was held regarding City Council Report #1 pertaining to the FY 2016 Proposed Operating Budget and the FY 2016-2020 Capital Improvement Program for the City of Lynchburg, which includes funding for General, Schools, Fleet, Airport, Water, Sewer, Stormwater and Other Funds. During the public hearing a total of 6 individuals spoke concerning the following programs:

- 2 individuals spoke in favor of continuing funding for Lynchburg Public Schools.
- 1 individual spoke opposing extra funding for Schools and questioned the amount of funds the City has provided in excess of State requirements.
- 1 individual spoke regarding the increase in real estate taxes.
- 1 individual spoke on a new non-profit organization, "Healing Place", needing support for a full time Director.
- 1 individual spoke asking for funding in the Budget for Poverty.

There was no one else present who wished to speak to this item, and the public hearing was closed.

// The meeting was adjourned at 7:23 P.M.

Clerk of Council

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 14, 2015**

AGENDA ITEM NO.: 7

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **New Covenant Schools Athletic Field Lighting – 122 Fleetwood Drive**

RECOMMENDATION: Approval of the Conditional Use Permit (CUP) petition to allow the lighting of an athletic field.

SUMMARY: New Covenant Schools is petitioning for a CUP to allow the lighting of an athletic field at 122 Fleetwood Drive. The lighting plan proposes the installation of lights on four (4) currently installed poles that measure fifty (50) feet from the ground. The underlying zoning allows for schools and colleges for general education and their accessory uses upon approval of a CUP by Council. A previously approved CUP permitted the construction of the school, parking areas and athletic fields but specified that the fields would not be lit unless an additional CUP was granted.

The *Comprehensive Plan 2013 – 2030* recommends a Medium Density Residential use for the property but provides that institutional uses compatible in scale with single family residential homes and private recreational uses are also appropriate. The Planning Commission recommended approval of the petition because the location of the field on site was the least obtrusive possible and the lighting adds additional usable hours to a facility that may now be opened up to the community. However, Planning Commission noted the use of a grass field is limited so there should not be an influx of large and lengthy events.

PRIOR ACTION(S):

March 11, 2014:

The Planning Division recommended approval of the CUP petition.

The Planning Commission recommended approval (4-0, with 2 members absent, Light and Perault, and one vacancy) of the CUP petition.

FISCAL IMPACT:

N/A

CONTACT(S):

Anne Nygaard, Planner II - 455-3900

Tom Martin, City Planner - 455-3900

Kent White, Director of Community Development – 455-3900

ATTACHMENT(S):

- Resolution
- Planning Commission Report and Minutes – March 11, 2015
- Zoning Map
- FLUM Map
- Watershed Map
- Planimetric and Topographic Map
- Concept Plan
- Narrative
- Property Photograph
- Speaker Signup Sheet

REVIEWED BY: lkp

RESOLUTION:

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO NEW COVENANT SCHOOLS TO ALLOW THE LIGHTING OF AN ATHLETIC FIELD AT 122 FLEETWOOD DRIVE IN AN R-1, LOW DENSITY RESIDENTIAL DISTRICT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the petition of New Covenant Schools for a conditional use permit to allow the lighting of an athletic field at 122 Fleetwood Drive is hereby approved subject to the following conditions:

1. The lights shall be located, constructed and emit lumens no more than as indicated on the site plan entitled "Athletic Field Lighting for the New Covenant Schools," received by the Department of Community Development on March 2, 2015.
2. The CUP approved by City Council on October 10, 2001 will remain valid with all previously approved conditions with the exception of number ten, which prohibited the lighting of the athletic fields.
3. The lights will be turned off nightly by 11 p.m.
4. All lights will be glare shielded and non-directional and no illumination will occur beyond the property lines.

Adopted:

Certified: _____
Clerk of Council

029K

The Department of Community Development

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

To: Planning Commission
From: Planning Division
Date: March 11, 2015
Re: **Conditional Use Permit (CUP) – New Covenant Schools – Athletic Field Lighting – 122 Fleetwood Drive**

I. PETITIONER

New Covenant Schools, 122 Fleetwood Drive, Lynchburg VA 24501

Representative: Mark J. Ayles, P.E., Hughes Associates Architects & Engineers, 656 Elm Avenue, Roanoke, VA 24516

II. LOCATION

The subject property is a tract of approximately fifty and three tenths (50.3) acres located at 122 Fleetwood Drive.

Property Owner: New Covenant Schools Trustees, 122 Fleetwood Drive, Lynchburg VA 24501

III. PURPOSE

The purpose of the petition is to allow the lighting of an athletic field associated with the school in an R-1, Low Density, Single-Family Residential District.

IV. SUMMARY

- The *Comprehensive Plan 2013-2030's Future Land Use Map (FLUM)* recommends a Medium Density Residential use for the property.
- Schools and colleges for general education and their accessory uses are permitted within residential districts upon approval of a CUP by Council.
- The previously approved CUP permitted the construction of the school, parking and athletic fields but specified the fields would not be lit unless an additional CUP was granted.

The Planning Division recommends approval of the CUP petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2013-2030* recommends a Medium Density Residential use for the property. These areas are characterized by small-lot single family detached housing, duplexes, and townhouses at densities up to twelve (12) units per acre. Where neighborhoods already exist, infill development should be at a compatible density and housing type. In addition to residential uses, they may include public and institutional uses compatible in scale with single family residential homes. Private recreation uses, including country clubs, swim and racquet clubs and private open space are also appropriate. (*p. 72*)
2. **Zoning.** The subject property was annexed into the City in 1976. The existing R-1, Low Density Residential District was established in 1978 with the adoption of the *Zoning Ordinance*. A CUP for approval of a Master Development Plan for a new school of four

hundred (400) students, and associated parking, field house and athletic fields was approved on October 9, 2001. That CUP remains valid if this CUP is approved.

3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances are needed for the development of the property as proposed.
4. **Surrounding Area.** There have been several items requiring Council approval on this site and in the immediate area:
 - On January 10, 1995, Council approved the CUP petition of Shikijah Preparation Assembly to allow the construction of a church and parking area at 104 Fleetwood Drive.
 - On June 11, 1996, Council denied the CUP petition of Moose Lodge #715 to allow the establishment of a lodge and associated outdoor facilities at 122 Fleetwood Drive.
 - On May 9, 2000, Council approved the CUP petition of New Covenant Schools to allow the construction a K-12 school for up to six hundred (600) students and associated parking and athletic fields at 122 Fleetwood Drive.
 - On October 10, 2001, Council approved the CUP petition of New Covenant Schools for a master development plan for the current K-12 school for up to four hundred (400) students and associated parking and athletic fields at 122 Fleetwood Drive.
5. **Site Description.** The subject property is a tract of approximately fifty and three tenths (50.3) acres located at 122 Fleetwood Drive. The school building and parking areas are situated on the southwestern portion of the site; the athletic fields are just north of the school and the eastern portion of the site is largely forested. The site is surrounded to the north and east by B-5, General Business District Zoning and to the south and west by R-1, Low Density Residential Zoning. Uses within the adjacent R-1 zoned property are largely single family homes with the property to the immediate south being used as a church. Shikijah Preparation Assembly, adjacent to the northwest corner of the site is zoned R-3, Medium Density Residential but is currently used as a church.
6. **Proposed Use of Property.** The property will continue its use as a K-12 School and include a previously prohibited lit athletic field on the northern corner of the site. School and community athletic events will occur in the evening hours in addition to regular school activities.
7. **Transportation & Parking.** The City's Transportation Engineer had no comments of concern regarding the petition.
8. **Stormwater Management.** A stormwater management/quality plan will not be required for the installation of the lights.
9. **Emergency Services:** The City Fire Marshal and Police Department had no comments of concern regarding the petition.
10. **Impact.** The purpose of this petition is to allow the lighting of an athletic field on the northern corner of the school site. The approval of this petition to light the athletic field will not alter the use of the property but will allow currently allowed uses to continue later into the evening. It will also open up the use of the fields to the community at large, thanks to the additional useable hours provided by the lights. The field is situated on the northern corner of the site, directly adjacent to the rear of the News & Advance building and Shikijah Preparation Assembly, both non-residential uses. It is the farthest field from the residential uses across Fleetwood Drive. The effects of the proposed lighting did not cause concern for the neighbors when the petitioner

approached them about the project and the effects should be minimized by the existing landscaping, distance and glare shielded fixtures to be installed. Despite any potential side effects, the Planning Division sees this as a community benefit and recommends approval of this petition.

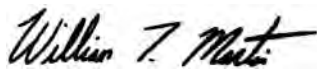
- 11. Technical Review Committee.** The Technical Review Committee (TRC) reviewed the conditional use permit on February 24, 2015. Comments have or will be addressed by the petitioner prior to final site plan approval.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of New Covenant Schools for a conditional use permit at 122 Fleetwood Drive to allow the installation of athletic field lighting subject to the following conditions:

- 1. The lights shall be located, constructed and emit lumens no more than as indicated on the site plan entitled “Athletic Field Lighting for the New Covenant Schools,” received by the Department of Community Development on March 2, 2015.**
- 2. The CUP approved by City Council on October 10, 2001 will remain valid with all previously approved conditions with the exception of number ten, which prohibited the lighting of the athletic fields.**
- 3. The lights will be turned off nightly by 11 p.m.**
- 4. All lights will be glare shielded and non-directional and no illumination will occur beyond the property lines.**

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 Kozarow, Lynchburg Police Department
Battalion Chief Thomas Goode, Fire Marshal
Mr. Doug Saunders, Building Commissioner
Mr. Kevin Henry, Zoning Administrator
Rev. John Heaton, New Covenant Schools, Petitioner
Mr. Mark J. Ayles, Hughes Associates Architects & Engineers, Representative

VII. ATTACHMENTS

- 1. Zoning Map**
- 2. Future Land Use Map**
- 3. Watershed Map**
- 4. Planimetric and Topographic Map**
- 5. Concept Plan**
- 6. Narrative**
- 7. Letter to Neighbors**
- 8. Property Photograph**

MINUTES OF THE MARCH 11, 2015 PLANNING COMMISSION MEETING (MINUTES HAVE NOT BEEN APPROVED. THERE WAS NO SECOND MEETING IN MARCH):

Petition of New Covenant Schools for a conditional use permit (CUP) at 122 Fleetwood Drive to allow a lighted athletic field associated with the school in an R-1, Low Density, Single-Family Residential District:

Ms. Anne Nygaard explained that schools and their accessory uses, such as lighted athletic fields, are allowed in an R-1 district with a conditional use permit. The field is at the northern corner of the lot and is the field that is furthest away from the R-1 zoned residential properties. A previous CUP was approved for the master planning of the school in 2001. At that time, it was specified that the lighting of the athletic field would require a separate CUP. Staff is clarifying that the conditions of the previous 2001 CUP will remain in force. Ms. Nygaard explained that there will be no change in use with this CUP other than the field would be open later and possibly become open to the public because of the longer usable hours. The Planning Division recommends approval of the conditional use permit application.

Mr. Mark Ayles of Hughes Associates and John Heaton from New Covenant Schools were present to represent the application. Mr. Hughes said that the petition is pretty straightforward. They had no significant comments to add to staff's report but were available to answer any questions from the commission.

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

Commissioner Marion asked if they had contacted the surrounding property owners. Mr. Heaton indicated that they had been contacted by letter. There was also a neighborhood meeting conducted. Only three people came and they were all from the same family. She asked about the property owner at 99 Wyndale Drive because hers is the closest residence to the field. Mr. Heaton said she is a friend of the school. They keep her drive paved and help her out as needed. She is aware of the project and has not raised any objection.

Commissioner Mays asked what sports will be played at night. Mr. Heaton said there will be soccer and lacrosse in spring and fall and some use for sports camps in the summer. Mr. Heaton said they are probably talking about approximately 20 games held at night during the year. They may make the field available to events such as the Special Olympics. They will not be renting it out for moneymaking purposes.

Chair Swienton remarked that the grass field will limit the use of the field. He would be more concerned if they were proposing an artificial field that would be used more often. By default, this field will not be able to be used as much as an artificial field. Also, the conditions of the CUP will require the lights to be turned off by 11:00 p.m.

Commissioner Lowe made the following motion, which was seconded by Commissioner Marion and passed by the following vote:

"That the Planning Commission recommends to City Council approval of the petition of New Covenant Schools for a conditional use permit at 122 Fleetwood Drive to allow the installation of athletic field lighting subject to the following conditions:

- 1. The lights shall be located, constructed and emit lumens no more than as indicated on the site plan entitled "Athletic Field Lighting for the New Covenant Schools," received by the Department of Community Development on March 2, 2015.**

- 2. The CUP approved by City Council on October 10, 2001 will remain valid with all previously approved conditions with the exception of number ten, which prohibited the lighting of the athletic fields.**
- 3. The lights will be turned off nightly by 11 p.m.**
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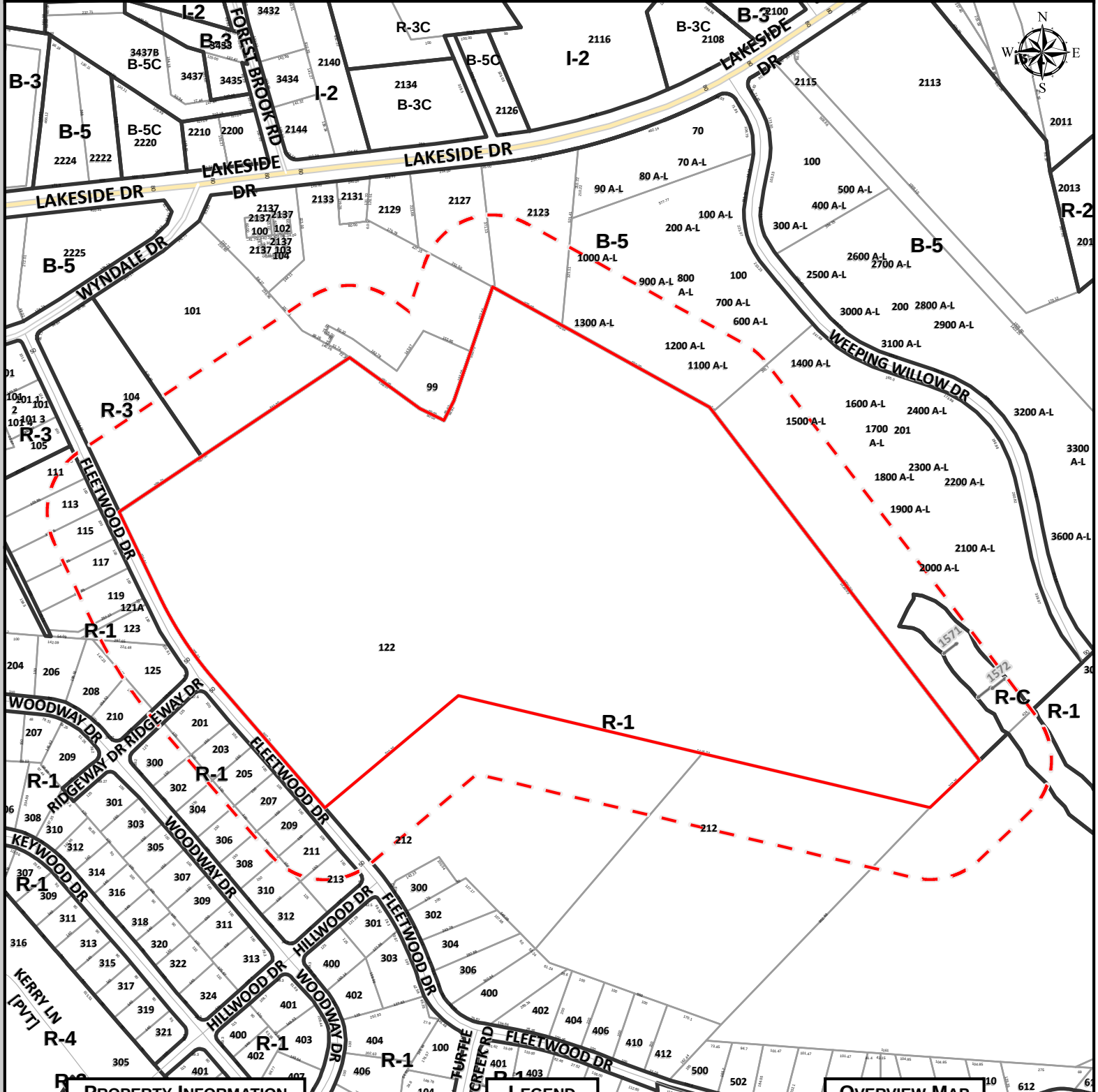
AYES:	Lowe, Marion, Mays and Swienton	4
NOES:		0
ABSTENTIONS:		0
ABSENT:	Light and Perault	2
VACANCIES:		1

Zoning Map

NEW COVENANT SCHOOLS

Conditional Use Permit Request

New Covenant Schools Trustees



PROPERTY INFORMATION

PARCEL ID	ADDRESS
23003001	122 FLEETWOOD DR

LEGEND

- Subject Property
- 215' Buffer
- Zoning Boundary

OVERVIEW MAP



MAP SCALE: 1" to 400' DATE PRINTED: 2/27/2015

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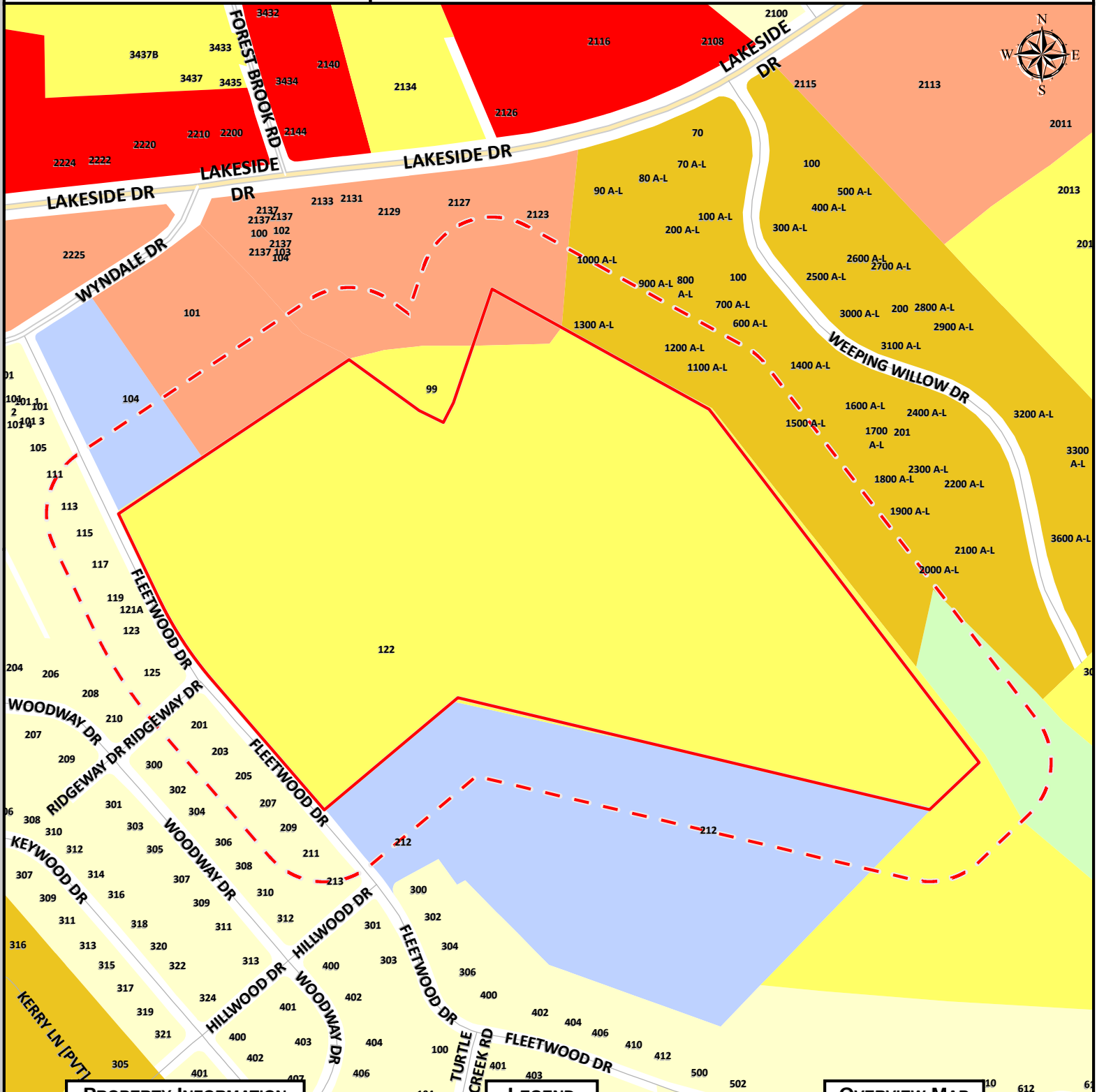
Parcel ID	Address	Owner
23006014	300 WOODWAY DR	HANCOCK, JAMES C & VIRGINIA F
23006002	203 FLEETWOOD DR	HEATH, SHAWN
23006009	310 WOODWAY DR	CUMELLA, SHAWN L & VICTORIA M
23006007	213 FLEETWOOD DR	CLAY, CATHERINE T
23006010	308 WOODWAY DR	EDWARDS, ROY O
23006006	211 FLEETWOOD DR	MCDANIEL, REID D & CHRISTA H
23006011	306 WOODWAY DR	WHARTON, BESSIE
23006005	209 FLEETWOOD DR	WHITING, KIMBERLY E
23006012	304 WOODWAY DR	SULLIVAN, JOHN L & JACKIE L
23006004	207 FLEETWOOD DR	ST CLAIR, MARGRIT V
23006013	302 WOODWAY DR	MACK, PHILLIP J & ROSA
23006003	205 FLEETWOOD DR	HALEY, STEVEN L & SHARON F
23006001	201 FLEETWOOD DR	FUQUA, THOMAS & BURNICE M
23014012	210 WOODWAY DR	DASUTA, CRAIG A
23014013	125 FLEETWOOD DR	RAGLAND, SAMUEL F & GLORIA L &
23014011	208 WOODWAY DR	TRAMEL, ANITA N
23005011	123 FLEETWOOD DR	BROADY, JAMES M & FELICIA F
23005010	121 A FLEETWOOD DR	WOOLDRIDGE, LEO E ESTATE
23005009	119 FLEETWOOD DR	WIRT, VIRGINIA R
23005008	117 FLEETWOOD DR	MARTIN, JOSEPH A & JULIA L
23005007	115 FLEETWOOD DR	ROYAL, PATTY R & ROYAL, PAUL E JR
23005006	113 FLEETWOOD DR	BROWN, BETHANY R
23005005	111 FLEETWOOD DR	EAGLE, JOHN D JR & LISA L
22901005	201 WEEPING WILLOW DR	WALDON POND II ASSOCIATES
22901001	100 WEEPING WILLOW DR A	WALDON POND I ASSOCIATES
23002001	99 WYNDALE DR	STERNE, VIKKI M
23003004	104 FLEETWOOD DR	SHEKIJAK PREPARATION ASSEMBLY TRS
23003001	122 FLEETWOOD DR	NEW COVENANT SCHOOLS TRS
23003002	101 WYNDALE DR	WORLD MEDIA ENTERPRISES INC
23002003	2133 LAKESIDE DR	WORLD MEDIA ENTERPRISES INC
23002010	2127 LAKESIDE DR	MAPLE HILLS INC
23002011	2123 LAKESIDE DR	MAPLE HILLS INC
22912001	212 FLEETWOOD DR	KEYSTONE BAPTIST CHURCH
23004001	212 FLEETWOOD DR	KEYSTONE BAPTIST CHURCH
22905001	300 WEEPING WILLOW DR	FLIPPED LLC

FLUM Map

NEW COVENANT SCHOOLS

Conditional Use Permit Request

New Covenant Schools Trustees



PROPERTY INFORMATION

PARCEL ID 23003001 **ADDRESS** 122 FLEETWOOD DR

LEGEND

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

MAP SCALE: 1" to 400' DATE PRINTED: 2/27/2015

OVERVIEW MAP



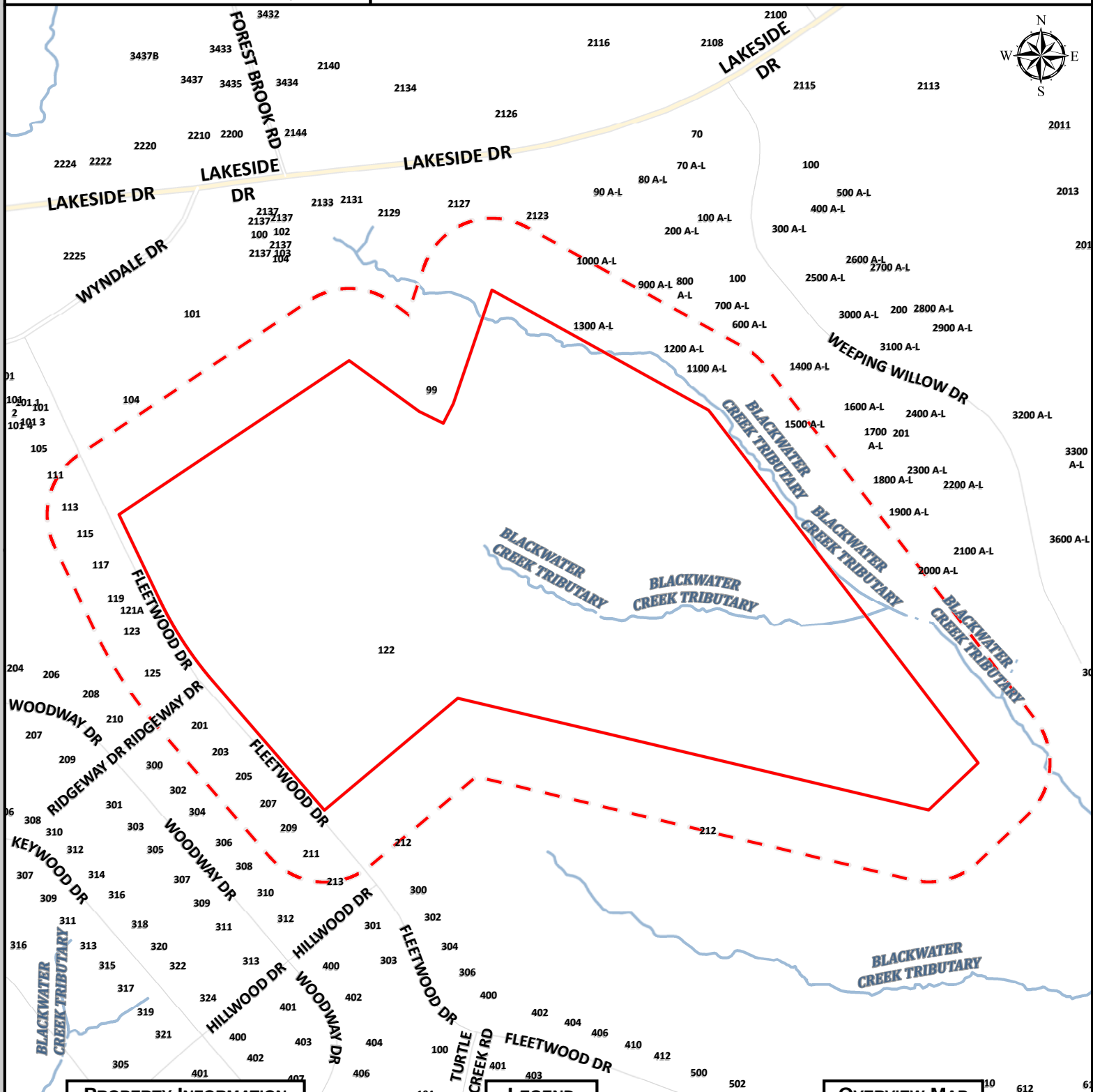
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Watershed Map

NEW COVENANT SCHOOLS

Conditional Use Permit Request

New Covenant Schools Trustees



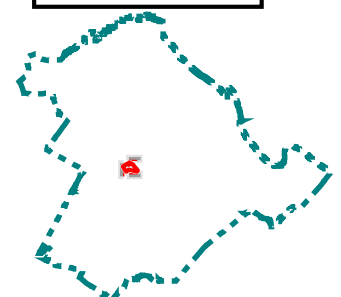
PROPERTY INFORMATION

PARCEL ID	ADDRESS
23003001	122 FLEETWOOD DR

LEGEND

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

OVERVIEW MAP



MAP SCALE: 1" to 400' DATE PRINTED: 2/27/2015

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PROPERTY INFORMATION

PARCEL ID	ADDRESS
23003001	122 FLEETWOOD DR

LEGEND

	Active	Proposed	Abandoned
Utilities	Water	Sanitary	Storm
	Paved	Unpaved	Other
Planimetrics	Structure	Roadway	Parking
	Sidewalk	Driveway	
Topography	Contour	10'	10' Obs

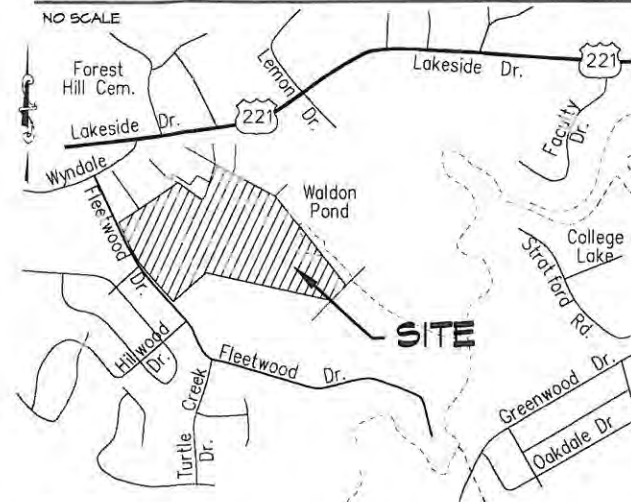
OVERVIEW MAP



MAP SCALE: 1" to 400' DATE PRINTED: 2/27/2015

PARKING SPACES EXISTING/PROPOSED: 123 SPACES
W/ 5 ADA ACCESSIBLE
CONDITIONAL USE PERMIT: RESOLUTION # R-01-187

VICINITY MAP



SHEET INDEX

SP-1 EXISTING SITE LAYOUT AND TITLE
SP-2 PHOTOMETRIC PLAN
SP-3 LIGHTING INFORMATION

OWNER: TRUSTEES OF NEW COVENANT SCHOOLS
CONTACT: JOHN HEATON
HEADMASTER
122 FLEETWOOD DRIVE
LYNCHBURG, VA 24501
PHONE: (434) 547-8813
ENGINEER: MARK J. AYLES
MAYLES@HUGHESAE.COM

PROPERTY OWNERS
ALL PARCELS ZONED R-1

113 FLEETWOOD DRIVE
TAX MAP # 23005005
BROWN, BETHANY R.

115 FLEETWOOD DRIVE
TAX MAP # 23005007
ROYAL, PATTY R. & PAUL E.

117 FLEETWOOD DRIVE
TAX NO. 23005008
MARTIN, JULIA L. & JOSEPH A.

119 FLEETWOOD DRIVE
TAX NO. 23005009
WIRT, VIRGINIA R.

121A FLEETWOOD DRIVE
TAX NO. 23005010
WOOLDRIDGE, LEO E. ESTATE

123 FLEETWOOD DRIVE
TAX NO. 23005011
BROADY, JAMES M. & FELICIA F.

125 FLEETWOOD DRIVE
TAX NO. 23014013
RAGLAND, SAMUEL F. & GLORIA L.

201 FLEETWOOD DRIVE
TAX NO. 23006001
FUQUA, THOMAS & BURNICE M.

203 FLEETWOOD DRIVE
TAX NO. 23006002
HEATH, SHAWN

205 FLEETWOOD DRIVE
TAX NO. 23006003
HALEY, STEVEN L. & SHARON F.

207 FLEETWOOD DRIVE
TAX NO. 23006004
ST CLAIR, MARGRIT V.

209 FLEETWOOD DRIVE
TAX NO. 23006005
WHITING, KIMBERLY E.

Feb. 1, 2015

HUGHES ASSOCIATES ARCHITECTS & ENGINEERS
Architecture • Engineering • Consulting

656 ELM AVENUE, S.W.
P.O. BOX 1034
ROANOKE, VIRGINIA 24005-1034

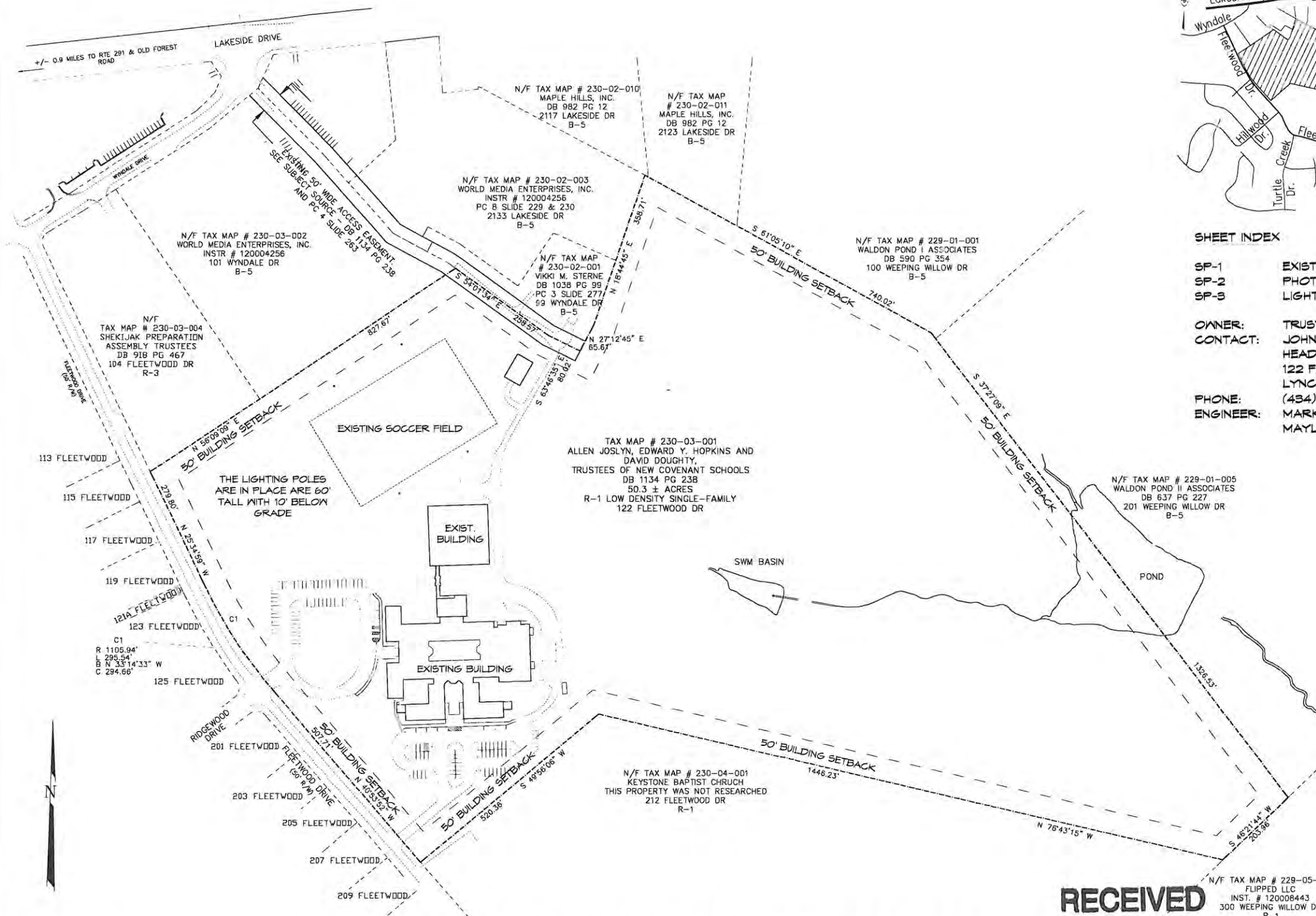
TEL (540) 342-4002
FAX (540) 342-2050
www.HughesArchitects.com

ATHLETIC FIELD LIGHTING FOR THE
new covenant schools
Lynchburg, Virginia 24501

EXISTING
SITE
LAYOUT
AND TITLE

COMMISSION No.
11039.007
SHEET
SP-1

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GRAPHIC SCALE

(IN FEET)
1 inch = 250 ft

EXISTING SITE LAYOUT

SCALE: 1"=250'

RECEIVED

MAR 02 2015

COMMUNITY
DEVELOPMENT

new covenant schools
122 Fleetwood Drive
Lynchburg, Virginia 24501

ATHLETIC FIELD LIGHTING FOR THE
new covenant schools
122 Fleetwood Drive
Lynchburg, Virginia 24501

PHOTO-METRIC PLAN

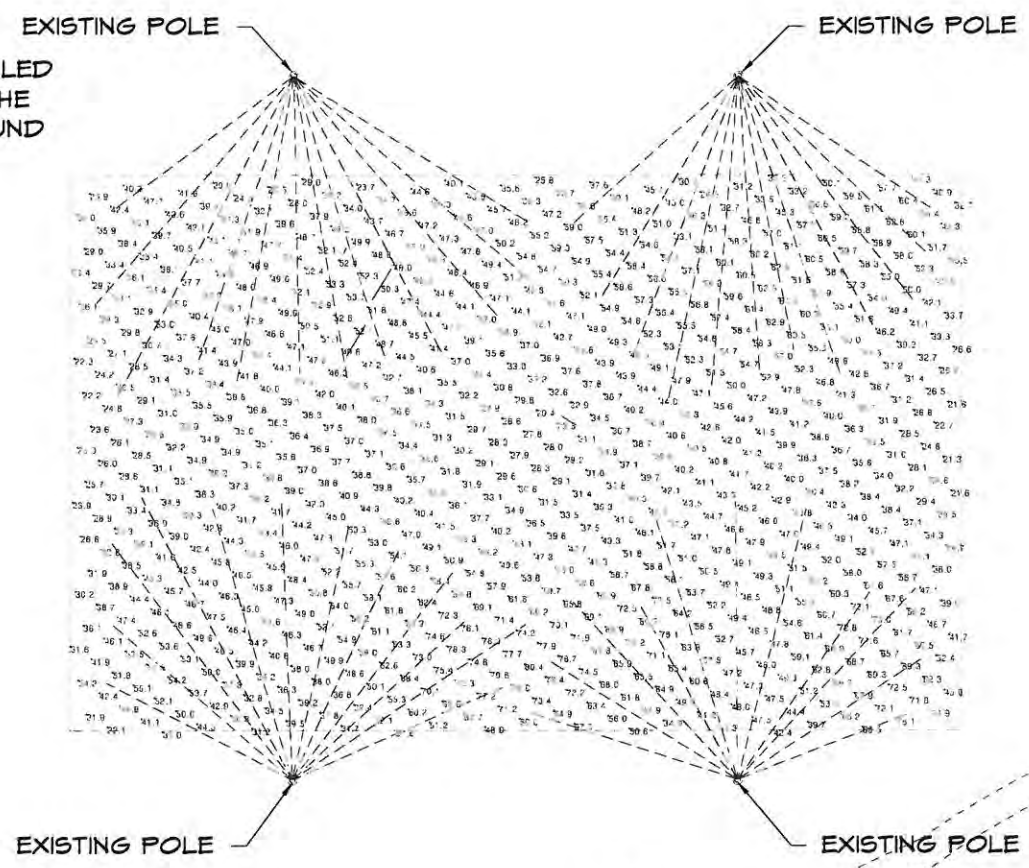
N/F TAX MAP #
230-03-004
SHEKIJAK
PREPARATION
ASSEMBLY TRUSTEES
DB 918 PG 467
104 FLEETWOOD DR
R-3

N/F TAX MAP # 230-03-002
WORLD MEDIA ENTERPRISES, INC.
INSTR # 120004256
101 WYNDALE DR
B-5

N/F TAX MAP # 230-03-003
WORLD MEDIA ENTERPRISES, INC.
INSTR # 120004256
101 WYNDALE DR
B-5

THE FOUR EXISTING LIGHT POLES ARE INSTALLED
ALONG WITH THE UNDERGROUND CONDUIT. THE
POLES ARE 50' ABOVE AND 10' BELOW GROUND

TAX MAP # 230-03-001
ALLEN JOSLYN, EDWARD Y. HOPKINS AND
DAVID DOUGHTY,
TRUSTEES OF NEW COVENANT SCHOOLS
DB 1134 PG 238
50.3 ± ACRES
R-1 LOW DENSITY SINGLE-FAMILY
122 FLEETWOOD DR



STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Property Line	+	0.2 fc	0.5 fc	0.0 fc	N / A	N / A
Soccer Field	-	46.1 fc	80.4 fc	21.3 fc	3.8:1	22:1

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
○	A	41	PSFA51M5A13GPDP	POWR-SPO1	1- 1000W MH, CL FAR BT56, AXIAL	GE452778.IES	173000	1.00	1078
○	F	7	ULGC51M5A2B0GPDP	POWR-SPOT W/ GLARE REDUCTION	1- 1500W MH, CLEAR BT56, AXIAL	GE452765.1cm 201-62132.ies	173000	1.00	1642

GRAPHIC SCALE



PHOTOMETRIC PLAN

SCALE: 1"=75'

new covenant schools
122 Fleetwood Drive
Lynchburg, Virginia 24501

Ordering Number Logic Powr-Spot™ (PSFA)

PSFA

PROD. ID	WATTAGE	LIGHT SOURCE	VOLTAGE	BALLAST TYPE	TRIMMING TYPE	NEMA TYPE BEAM SPREAD HORIZ. X VERT.	OPTICAL REFLECTION	OPTIONS
PSFA - Standard Powr Spot Floodlight applications	75 = 750 01 = 1000 51 = 1500	E = Energy Act Compliant Full-Size Only S = HPS M = MH Standard Lamp Refractor	60Hz 0 = 120/200/240V 2 = 277 Multivolt 1 = 240 3 = 240 4 = 277 5 = 480 D = 347 T = 220 50Hz 6 = 230	See Ballast and Photometric Selection Table A = Autolog	1 = Straight 2 = Angled 3 = Long for Spotlights™ 4 = Straight Trimless with CAA-101	Select NEMA Type from Ballast and Photometric Selection Table Example: 3 = 3 x 3	See Dimensions HDO = Heavy Duty 20-in. (508mm) Diameter Reflector with Internal Light Choke and External ULC (also Mounted on Door) GPO = General Purpose 22-in. (559mm) Diameter Reflector with Internal Light Choke only HDO = Heavy Duty 22-in. (559mm) Diameter Reflector GP2 = General Purpose 22-in. (559mm) Diameter Reflector	F = Fusing (not available with multivolt) P = Pre-wired with 5 ft (1.5m) #14-2

Ballast and Photometric Selection Table

All light sources are listed unless otherwise indicated. All ballasts are autolog.

Product ID	Wattage	Ballast Type All Voltages***	Reflector Dimensions (mm) x Actual Beam Angle in Degrees					
			1 = 1x1	2 = 2x2	3 = 3x3	4 = 4x4	5 = 5x5	6 = 6x6
400	HPS	A	175x175 (12V12)	175x175 (12V12)	175x175 (12V12)	175x175 (12V12)	175x175 (12V12)	N/A
750	HPS	A**	N/A	179x186	N/A	178x177 (17X16)	178x178 (17X16)	178x179 (110X10)
400	C/F	C/F	C/F	C/F	C/F	C/F	C/F	N/A
1000	MH	A	N/A	452x277 (13X27)	452x278 (14X27)	452x279 (15X27)	452x282 (16X27)	452x281 (17X27)
1500***	MH	A	N/A	452x278 (13X27)	452x279 (14X27)	452x280 (15X27)	452x281 (16X27)	452x282 (17X27)

NOTE: N/A = Not Available. C/F = Contact Factory.

**Premium high performance 22-in. (559mm) NEMA Type 2 optical available - contact factory for photometric data.

***347 volts not available in multivolt.

For facade and indirect lighting applications with 1500 watt or greater GE recommends adding wire guard accessory WG-PSFO or WG-PSHDO.

For facade or applications with aiming feature above horizontal, contact factory.

Optical/Lamp Holder Selection Table

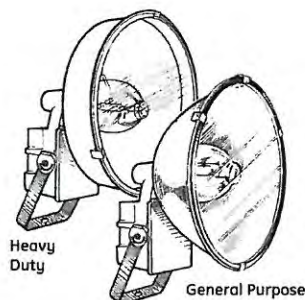
Wattage	Light Source	Ordering Number	Maximum Separation Optical and Ballast
400	HPS	PSFC40S	10 ft (3 m)
750	HPS	PSFC75S	10 ft (3 m)
400	MH	PSFC40M	NOTE*
1000/1500	MH	PSFC95M	NOTE*

NOTE: *No limitation except voltage drop in the cable must not exceed five volts.

Optical Component Logic

Optical Component Logic	MH 1500W	MH 1000W	HPS 1000W	HPS 750W	HPS 400W	Choose A, B, C, D, E, F from Table Using Beam Spread And Lamp Type
A	2	2	1	N/A	N/A	2
B	3	3	3*	N/A	3	3
C	4	4	3	N/A	4	4
D	5	5	5	N/A	5	5
E	6	6	6	5	6	6

NOTE: *Not standard. Better equivalent distributions exist. N/A = Not Available.



Heavy Duty

General Purpose

Ordering Number Logic Powr-Spot™ (ULGC, ULGN & ULGV)

A

PROD. ID	WATTAGE	LIGHT SOURCE	VOLTAGE	BALLAST TYPE	TRIMMING TYPE	REFLECTOR ID	OPTICAL REFLECTION	OPTIONS
ULGC - Powr Spot II Floodlight with 20-in. (508mm) diameter Reflector with Internal Light Choke and External ULC (also Mounted on Door)	75 = 750 01 = 1000 51 = 1500	S = HPS M = MH Standard Lamp Refractor	60Hz 0 = 120/200/240V 2 = 277 Multivolt 1 = 240 2 = 240 3 = 240 4 = 277 5 = 480 D = 347 T = 220 50Hz 6 = 230 Y = 240	A = Autolog	1 = Straight 2 = Angled 3 = Long for Spotlights™ 4 = Straight Trimless with CAA-101	Select U from Photometric Selection Table 80 C0 D0 E0	See Dimensions HDO = Heavy Duty 20-in. (508mm) Diameter Reflector with Internal Light Choke and External ULC (also Mounted on Door) GPO = General Purpose 20-in. (508mm) Diameter Reflector	F = Fusing (not available with multivolt) P = Pre-wired with 6 ft (1.8m) #14-2
ULGN - Powr Spot II Floodlight with 20-in. (508mm) diameter Reflector with Internal Light Choke only								
ULGV - Powr Spot II Floodlight with 20-in. (508mm) diameter Reflector with Internal Light Choke only								

Ballast and Photometric Selection Table

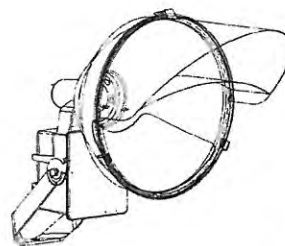
All light sources are listed unless otherwise indicated.

Product ID	Wattage	Light Source	Ballast Type All Voltages***	Designated 20-inch (508mm) Reflector by Reflector ID			
				Photometric Curve Number 35 - xxxxx & Actual Beam Angle in Degrees	80 = 80°	D0 = 44°	E0 = 50°
ULGC	1000	MH	A	452791013X41	452791013X41	452791013X41	452791013X41
	1500	MH	A	452791013X41	452791013X41	452791013X41	452791013X41
ULGN	1000	MH	A	452791013X41	452791013X41	452791013X41	452791013X41
	1500	MH	A	452791013X41	452791013X41	452791013X41	452791013X41
ULGV	1000	MH	A	452791013X41	452791013X41	452791013X41	452791013X41
	1500	MH	A	452791013X41	452791013X41	452791013X41	452791013X41

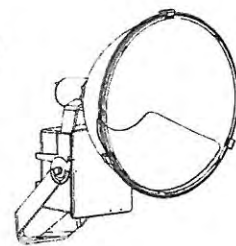
NOTE: N/A = Not Available. *347 volts available in multivolt. Contact factory for other lamps and wattages.

For major indirect lighting applications with 1000 watt or greater, GE's recommends replacing lamp rated from glass lens with wire guard accessory WG-PSFO.

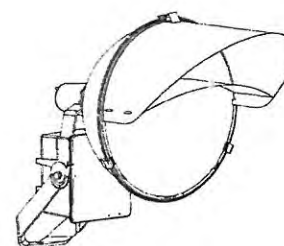
For facade or applications with aiming feature above horizontal, contact factory.



ULGC



ULGN



ULGV

LIGHTING INFORMATION

NO SCALE

new covenant schools
122 Fleetwood Drive
Lynchburg, Virginia 24501

DATE: Feb. 1, 2015

CONSULTANT
ARCHITECTS
ENGINEERS

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Architecture • Engineering • Consulting

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FAX (540) 342-2060
www.HughesArchitects.com

ATHLETIC FIELD LIGHTING FOR THE
new covenant schools
Lynchburg, Virginia 24501
122 Fleetwood Drive

LIGHTING INFORMATION

COMMISSION No.
11039.00T
SHEET
SP-3

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Narrative re: New Covenant Schools application for CUP amendment to permit lighting of playing field

To: Tom Martin, Anne Nygaard

From: John Heaton, Headmaster

New Covenant Schools is requesting an amendment to its current CUP to allow field lighting at its location at 122 Fleetwood Drive. The plans submitted to TRC have provided all of the requested information regarding design and function of the light structures which include:

- Four (4) light poles which are installed with 10' in the ground and 50' above ground

During the process of application, the school complied with all required notifications to the potentially affected properties along Fleetwood Drive. The Headmaster hand delivered a letter to about twelve residents along Fleetwood Drive (see letter below). The letter, dated January 21, 2015, described the project and invited each resident to attend an informational meeting to discuss the project. The reaction of all property owners ranged from indifference to positive support for the project.

No neighbors registered objections at all, and only a few asked questions. One neighbor offered to write a letter of support to the city, although it is unknown if the letter was submitted. Another neighbor – directly across from the field in question – was enthusiastically supportive saying, “Oh good! The more light we have here helps keep prowlers away.” Another said, “Every school should have a lighted ball field.”

The school held the informational meeting on Monday, January 26, 2015 at 7 p.m. in the school's library. Only one family of three individuals attended, and was supportive of the project. (It should be noted that this family runs the Special Olympics and uses the New Covenant Moomaw Gym for its program practices.)

The project will be fully funded with monies raised by the school, in addition to a grant from the Plum Creek Foundation. With the improvement to the field, the school will be able to use its property more efficiently in fall and spring, during seasons where evening light becomes problematic with games that begin later in the afternoon. The school agrees that “lights out” at 11:00 p.m. is a reasonable limit on operation.

The school also expects to offer the fields as able to other community groups who may benefit from having the use of the fields during evening hours. There are many such groups in the Lynchburg area who have approached the school for such use, but without the lighting, current program schedules at the school makes it difficult to offer this option to the community.

Respectfully submitted,

John Heaton, Headmaster

January 12, 2014

Dear friends and neighbors,

It's hard to believe that we've been neighbors for over twelve years. Some of you in the Fleetwood area have watched as New Covenant Schools has undergone project after project. We hope to be a good neighbor, to respect your properties, and to welcome you for afternoon walks on our fields.

I am writing with you today to make you aware of our desire to make another improvement on our campus. When we developed the field house you see from Fleetwood Drive, we also moved our soccer field further back from the road. You probably have noticed the light poles – no lights yet – around the field.

We would like to proceed to light this field for evening uses. New Covenant has many sports teams in soccer and lacrosse, and having extended time after dark would greatly help our program and serve our students.

We have purposely located the soccer field off of the road, and designed our lighting fixtures to be shielded to prevent light pollution to your homes along the drive. To install the lighting, however, we must apply to the City of Lynchburg to amend our Conditional Use Permit issued in 2002. We would like to make application to the city by February 3, 2015.

To that end I am inviting you to an informational meeting in our library, the large central building as you enter the front doors. This meeting will be held on **Monday, January 26, 2015 at 7 p.m.** Light refreshments will be served and you will have an opportunity to ask questions and offer feedback about our project.

We intend to develop this project in a manner that is compatible with the neighborhood, and hope that you will be satisfied with our efforts in this regard.

Sincerely,

John Heaton,
Headmaster



U

PLEASE PRINT

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 14, 2015**

AGENDA ITEM NO.: 8

CONSENT:

REGULAR: **X**

WORK SESSION:

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: Lease Agreement for the Installation of Telecommunications Equipment on the Roof of Dunbar Middle School

RECOMMENDATION: After a public hearing, authorize the City Manager to sign a lease agreement between the City and Virginia PCS Alliance, L.C. for the installation of telecommunications equipment on the roof of Dunbar Middle School.

SUMMARY: Virginia PCS Alliance, L.C., a Virginia limited liability company d/b/a Ntelos, proposes to lease approximately 988 square feet of roof top space on Dunbar Middle School, located at 1200 Polk Street, for the installation of telecommunications equipment. The proposed lease is for an initial term of five years, with the option to renew the lease for up to four additional terms of five years each if mutually agreeable to all parties. Rent for the initial five-year term shall be \$9,600 per year. The proposed lease agreement has been approved by the Lynchburg City School Board.

A copy of the lease agreement is attached for review.

PRIOR ACTION(S): Lynchburg City School Board approval of the proposed lease agreement, January 20, 2015.

FISCAL IMPACT: Annual rent of \$9,600 per year would be provided to the Schools for capital projects.

CONTACT(S): Kimball Payne, City Manager, 455-3990; Ben Copeland, Assistant Superintendent for Operations and Administration, 515-5070

ATTACHMENT(S): Resolution; Proposed Lease Agreement; Memorandum of Lease Agreement

REVIEWED BY: lkp

RESOLUTION

BE IT HEREBY RESOLVED THAT the City Manager is authorized to sign a lease agreement between the City and Virginia PCS Alliance, L.C. for the installation of telecommunications equipment on the roof of Dunbar Middle School.

Adopted:

Certified:

Clerk of Council

034K

ROOFTOP LEASE AGREEMENT

THIS ROOFTOP LEASE AGREEMENT ("Lease Agreement"), made and dated this _____ day of _____, 201__, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City," and VIRGINIA PCS ALLIANCE, L.C., a Virginia limited liability company, d/b/a NTELOS, party of the second part, hereinafter referred to as the "Lessee."

WITNESSETH

WHEREAS, the City is the owner of the parcel of improved real estate located in Lynchburg, Virginia known as the Dunbar Middle School (the "School"), located at 1200 Polk Street, Lynchburg, Virginia, as shown on Attachment "B," (the "Property"). The Property is leased by the City to the Lynchburg City Schools, and the Lynchburg City Schools hereby joins this Lease to evidence its consent to this Lease Agreement. It is agreed that where consent or notice is required under this Lease Agreement by the Lessee, the Lessee will obtain consent and provide notice to both the City and the Lynchburg City Schools, the Lessee will also include the Lynchburg City Schools on any insurance policies required by this Lease Agreement, and the Lessee shall avoid any adverse impacts on the activities of Dunbar Middle School as well as the City; and,

WHEREAS, the Lessee wishes to lease a total of approximately nine hundred eighty-eight (988) square feet on the roof (the "Rooftop Space") of the Dunbar Middle School building, as shown on Attachment "A," for the installation, location, operation, upgrade, replacement and maintenance of including, without limitation, personal communications service, cellular, paging, radio, cable and other communications facilities, which may include, without limitation, antenna arrays, dishes, platforms, cables, wires, equipment cabinets, shelters and buildings, electronics equipment, generators, and accessories, hereinafter referred to as the "communications facilities and related telephone and electric utilities;" and,

WHEREAS, the City and School are willing to lease such area to Lessee and allow Lessee to install, locate, connect, operate, upgrade, replace and maintain its communications facilities and related telephone and electric utilities on the Rooftop Space in accordance with the terms hereinafter set forth in this Lease Agreement.

NOW, THEREFORE, for and in consideration of the Property and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

(1) Property—The City does hereby lease unto the Lessee approximately nine hundred eighty-eight (988) square feet (20' x 20', 14' x 14', 14' x 14', and 14' x 14'), including any space required for antennas and/or dishes and cable runs to connect antennas and/or dishes and equipment, the "Rooftop Space," on the roof of Dunbar Middle School, located at 1200 Polk Street, Lynchburg, Virginia, for the installation, location, operation, upgrade, replacement and maintenance of communications facilities or related telephone and electric utilities; together with the nonexclusive right of ingress and egress and utilities within the public areas of the Property seven (7) days a week, twenty four (24) hours a day, in accordance with the provisions of this Lease Agreement, for the installation, location, operation, upgrade, replacement and maintenance of the Lessee's communications facilities.

The City and School make no representation or warranty whether such use is permitted by any laws or regulations applicable to the Property, and the Lessee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals for such use. The Lessee hereby accepts the Property "AS IS" and in its current condition without any representation or warranty of the City or School.

Drawings showing the mounting and approximate location of the Rooftop Space on which the Lessee will be allowed to install, operate, upgrade, replace and maintain its communications facilities are attached to this Lease Agreement as Attachment "A." It is agreed that the Rooftop Space may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at the Lessee's expense. Such survey and/or construction drawings shall then replace Attachment "A" and become a part hereof and shall control the description of the Rooftop Space, if a discrepancy exists between the description contained in Attachment "A" and the survey and/or construction drawings, the City and the School must approve such discrepancy in writing before the survey and/or construction drawings replace Attachment "A."

If it is necessary to do so as part of a City or School construction project, the City and School shall have the right to direct the Lessee to relocate its communications facilities and any telephone and electric utilities to another location mutually agreeable to both parties with one hundred twenty (120) days prior written notice of such relocation, and the Lessee will be responsible for all costs associated with such relocation. In planning its projects, the City and School will make reasonable efforts to design them in such a way that it will not be necessary for the Lessee to have to relocate its communications facilities and any telephone and electric utilities. In the event the Lessee chooses not to relocate its communications facilities and any telephone and electric utilities, the Lessee may terminate the Lease Agreement upon written notice to the City and the School.

Notwithstanding any other provision of this Lease Agreement, the Lessee acknowledges the absolute primacy of the City's and School's use of the Property as a school, and that Lessee's rights under this Lease Agreement are subject and subordinate to the use and operation of the Property as a school. Accordingly, in exercising its rights under this Lease Agreement, the Lessee shall use reasonable efforts to avoid any adverse construction, operational or other such impact on the Property and the City's and the School's use and operation of the school, and, notwithstanding any other provision of this Lease Agreement, the Lessee will use reasonable efforts to cause its entry, work or activities on the Property to be performed or undertaken at such times, and to occur in such manner, as City and the School may reasonably require, in their reasonable discretion, to avoid any adverse impacts to the operation of the school.

(2) Term— This Lease Agreement shall be for an initial term of five (5) years with the parties having the option to mutually agree to renew the Lease Agreement for four (4) additional terms of five years each. The initial five-year term shall commence on June 1, 2015 (the "Commencement Date") and shall end on May 31, 2020. At the end of the initial five-year term, and at the end of any additional renewal term, the Lease Agreement shall automatically be extended unless either the City, the School, or the Lessee give the other parties written notice of their desire not to extend the Lease Agreement for another term at least twelve (12) months prior to the end of the then current term (initial or renewal). The renewal terms shall commence and end on the same days of each succeeding year thereafter for each renewal term.

The communications facilities and other equipment, improvements, fixtures, and personal property installed by the Lessee on the Property shall be and remain the personal property of the Lessee even though some or all of it may be physically attached to the City's and School's building or land. Upon the expiration or termination of this Lease Agreement, the Lessee's authority to use the Property shall cease, and Lessee shall, upon such expiration or termination, remove all of its communications facilities or related telephone and electric utilities, etc. from the Rooftop Space and surrender the Rooftop Space to the City and School, promptly and in good condition, ordinary wear and tear excepted. If the Lessee fails to remove its communications facilities from the Rooftop Space within thirty (30) days after the date of termination, the City and School shall have the right to remove the communications facilities from the Rooftop Space after providing Lessee thirty (30) days' prior written notice, and to bill the Lessee for the reasonable cost of such removal.

(3) Rent—The rent for the initial term and for any renewal term shall be as specified below, payable at the times and under the following conditions:

- (a) The rental fee for the initial five-year term shall be \$9,600 per year. The first year's rental fee shall be due on the Commencement Date of the Lease Agreement and each anniversary thereafter, in advance, to the City at the address stated in subsection (b) below. Notwithstanding the foregoing, the City and Lessee acknowledge and agree that the initial rent payment does not have to be sent by Lessee until thirty (30) days after the Commencement Date. The rental fee for each additional renewal term shall increase ten percent (10%) p over the annual rental fee due for the immediately preceding term.
- (b) All rental payments shall be made by check payable to City at the City's Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide.
- (c) Any and all payments of rent or other sums due under this Lease Agreement shall be paid on the due date. If a payment is not made within thirty (30) days of the due date,

the Lessee shall pay a five percent (5%) late penalty on the amount of the delinquent payment and shall pay interest on the amount of the principal and the penalty at the rate of ten percent (10%) per annum. In the event it becomes necessary for the City or School to initiate legal proceedings to collect any of the rent and other monies payable under this Lease Agreement, the Lessee agrees to pay reasonable and necessary expenses incurred by the City or School in such legal proceedings, including reasonable attorney fees.

(4) Installation, Maintenance and Operation of Communications Facilities—The Lessee agrees to install, locate, maintain, upgrade, replace and operate its communications facilities and related telephone and electric utilities as follows:

- (a) The Lessee shall be responsible for all costs associated with the installation, location, maintenance, upgrade, replacement and operation of its communications facilities and related telephone and electric utilities on the Rooftop Space as shown on Attachment “A.” All connections and other installation of the Lessee’s communications facilities or related telephone and electric utilities, on the City’s and School’s Property shall be subject to the direction and/or supervision of the City and the School as reasonably necessary.
- (b) The Lessee shall be responsible for obtaining any permits (“Governmental Approvals”) that are needed for the installation, location, maintenance, upgrade, replacement and operation of its communications facilities and related telephone and electric utilities, and the installation, maintenance, upgrade, replacement and operation of such facilities shall be in accordance with industry standards and in accordance with the requirements of any applicable federal, state, and city rules, regulation, codes or ordinances that apply to the installation, location, maintenance, upgrade, replacement and operation of its communications facilities and related telephone and electric utilities, now in effect or hereinafter adopted. The Lessee will be responsible for any damages the installation, maintenance, upgrade, replacement or operation of its communications facilities or related telephone and electric utilities may cause to the City’s or School’s property. The City and School shall cooperate with Lessee in its effort to obtain such approvals and

shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) the Lessee determines that such Governmental Approvals may not be obtained in a timely manner, the Lessee shall have the right to terminate this Lease Agreement. Further, in addition to the termination provisions set forth in the preceding sentence and any other provisions of this Lease Agreement which provide for termination, Lessee may terminate this Lease Agreement at any time without further liability upon nine (9) months prior written notice to the City and School if Lessee determines, in Lessee's sole and absolute discretion, that (i) based on the results of any feasibility tests, the Rooftop Space is not suitable for Lessee's communications facilities or intended use, (ii) Lessee no longer desires to operate its communications facilities on the Rooftop Space for technological reasons, or (iii) the Rooftop Space is no longer suitable for the Lessee's purposes. Upon termination, all prepaid rent shall be retained by the City. Notice of the Lessee's exercise of its right to terminate shall be given to the City and School in accordance with the notice provisions set forth in Paragraph 11 and shall be effective upon the receipt of such notice by the City and School, or upon such later date as designated by the Lessee. All rentals paid to said termination date shall be retained by the City. Upon such termination, this Lease Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, the Lessee shall have no further obligations for the payment of rent to the City.

- (c) Before installing, locating, maintaining, upgrading, replacing and operating its communications facilities and related telephone and electric utilities on the Property, the Lessee shall submit its plans to the School's Assistant Superintendent for Operations & Administration for prior approval, which plans shall include copies of all required permits, licenses and consents that are needed to construct and operate its communications facilities and related telephone and electric utilities. Such approval shall

not be unreasonably withheld or delayed and may not be conditioned upon the payment of additional rent. Notwithstanding the foregoing to the contrary, as provided in Section 4(h), such approval is not required for certain modifications, substitutions, upgrades and replacements. Except in an emergency, the Lessee shall notify the Assistant Superintendent for Operations & Administration by telephone or email in advance prior to performing any maintenance or repair work on its communications facilities or related telephone and electric utilities.

(d) The Lessee shall at all times during the term of this Lease Agreement, at its own expense maintain its facilities in proper operating condition and in a reasonably good condition. The Lessee's agreement to perform or cause to be performed at its expense all of the work described above, all at Lessee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to the Lessee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by the Lessee. The City and School reserve the right to inspect the Lessee's communications facilities and related telephone and electric utilities at all reasonable times with advance notice to the Lessee, and at any time, in case of emergency, for the purpose of conducting inspections to determine if the Lessee is complying with the terms and conditions of this Lease Agreement. Lessee has the right to be present at all inspections, except in case of an emergency. If the Lessee fails to maintain its facilities in a proper condition, the City or School may notify the Lessee of the need to do so, and it is the Lessee's responsibility to make necessary repairs or improvements.

(e) The Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on the Property. In the event the Lessee's equipment causes such interference, the Lessee agrees it will take all steps reasonably necessary to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification from the City or School of the interference. If the Lessee cannot cure the interference within a reasonable time after notice, the City and the School shall have the right to terminate this Lease Agreement, and to require the Lessee to remove

the interfering equipment from the Property. If the City and School remove the interfering equipment because the Lessee fails to do so within thirty (30) days after receiving written notice to do so, the City and School shall have the right to bill the Lessee for any reasonable costs incurred by the City and School in removing the interfering equipment.

(f) The City shall, at all times during the term of the Lease Agreement, provide electrical service and telephone service access to the Property. The Lessee shall be responsible for furnishing and installing an electrical meter at the Property for the measurement of electrical power used by Lessee's installation. In the alternative, the Lessee shall furnish and install an electrical sub-meter at the Property for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the School shall read Lessee's sub-meter on a monthly basis and provide the Lessee with an invoice for the Lessee's power consumption on an annual basis. Specifically, after the expiration of each calendar year, the School shall determine the Lessee's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the Lessee's sub-meter on a monthly basis and the electricity bills received by the School throughout such calendar year. Each invoice shall reflect charges only for the Lessee's power consumption based on the average kilowatt hour rate actually paid by the School to the utility for electricity, without mark up or profit. All invoices for power consumption shall be provided to the Lessee within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by the School during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. The Lessee shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from the School.

(g) The Lessee shall be permitted at any time during the term of the Lease Agreement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Property), a temporary power source, and all related equipment and appurtenances on the Property, or elsewhere on the Property in such locations as reasonably approved by the

City and School. The Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Property. The Lessee shall not install a temporary power source on the Property until it has submitted plans to the Assistant Superintendent for Operations & Administration showing the location of the proposed temporary power source, its dimensions, and the type of temporary power source that the Lessee proposes to install, and the Assistant Superintendent for Operations & Administration has authorized the installation of the temporary power source in writing. Depending upon the size, location, and length of the time temporary power source will be utilized; the City reserves the right to charge the Lessee additional rent during the period of time the temporary power source remains on Property.

- (h) During the term of the Lease Agreement, upon the approval of the Assistant Superintendent for Operations & Administration, the Lessee shall have the right to replace, repair, add or otherwise modify its communications facilities or related telephone and electric utilities, whether or not the additional or modified equipment is specified or not on any exhibit attached hereto. In addition, Lessee shall have the right to modify, substitute, upgrade and/or replace the equipment within the Rooftop Space with other equipment without approval provided such other equipment is of substantially the same size and weight.

(5) Termination or Expiration of Lease Agreement

(a) Notwithstanding anything to the contrary contained herein, provided, the Lessee, the City, and the School are not in default hereunder beyond applicable notice and cure periods, the Lessee, the City, and the School shall have the right to terminate this Lease Agreement upon the annual anniversary of the Commencement Date provided that either the City, the School, or the Lessee gives the other parties written notice of their desire not to extend the Lease Agreement for another term at least twelve (12) months prior to the end of the then current term (initial or renewal).

Upon the termination or expiration of this Lease Agreement, or within thirty (30) days after any earlier termination if the Lessee decides to discontinue the operation of its communications facilities, the Lessee must at its own cost remove its communications facilities and related telephone and electric utilities from the City's and School's property and return the Rooftop Space

to the City and School in good condition, normal wear and tear excepted. If the Lessee fails to remove its communications facilities from the Rooftop Space within thirty (30) days of the date of termination, the City and School shall have the right to remove the communications facilities from the Rooftop Space after providing Lessee thirty (30) days' prior written notice, and to bill the Lessee for the reasonable cost of such removal. If such time for removal causes the Lessee to remain on the Rooftop Space after termination of this Lease Agreement, the Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the communications facilities and related telephone and electric utilities are completed.

(6) Indemnity and Insurance—The Lessee agrees to indemnify, hold harmless and defend the City and the School, their employees and officials, from and against any and all lawsuits, claims, causes of action, liability, demands, damages, disability, losses, and expenses of any nature whatsoever, including reasonable attorneys' fees, resulting or in any manner arising from the installation, location, maintenance, upgrade, replacement and operation of its communications facilities and related telephone and electric utilities on the Property. During the term of this Lease Agreement, the Lessee shall obtain and maintain at its sole expense, with financially reputable insurers with an A minus (A-), VII, or better rating from A.M. Best and licensed to do business in the Commonwealth of Virginia, the insurance policies required below, as follows:

- (a) Workers' compensation as provided for under any worker's compensation or similar law with an employer's liability limit of not less than \$500,000 per accident.
- (b) Commercial general liability, including coverage for contractual liability and products completed operations liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability, including the City and the School, their employees and officials, as additional insureds.
- (c) "All risk" property insurance covering the full replacement cost of the Lessee's property.

The insurance required of the Lessee herein shall be primary and any insurance or self-insurance maintained by the City and School are secondary and apply only in excess of and shall not contribute with the insurance obtained by the Lessee. Any deductibles or self-insurance retention

applicable to the required coverage shall be paid by the Lessee and the City and School shall not be required to participate therewith. The Lessee shall deliver a certificate of insurance with the necessary endorsements to the City's Risk Management Division and to the School's Assistant Superintendent for Operations & Administration showing the same to be in full force and effect before installing, locating, maintaining, replacing and operating of its communications facilities and related telephone and electric utilities on the Property, upon each renewal of the Lease Agreement, and, at other times throughout the term of the Lease Agreement when the City or School requests confirmation of insurance coverage.

The insurance carried by the Lessee will be with insurers with an A minus (A-), VII or better rating from A.M. Best. The insurance required herein shall be endorsed to provide the City and School ten (10) calendar days advance written notice of any cancellation or nonrenewal due to non-payment of premium only.

Notwithstanding any of the other provisions in Paragraph 6 of this Lease Agreement, the failure of the Lessee to maintain such insurance coverage throughout the term of this Lease Agreement shall be grounds for the immediate termination hereof. All insurance will be obtained by the Lessee from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia. The City and School reserve the right to review and/or modify the insurance requirements herein prior to any renewal of this Lease Agreement to the types and amounts then generally required by landlords for comparable use of rooftop space for telecommunications providers in the Commonwealth of Virginia.

At its option, the Lessee may add the City and School, their employees and officials, as additional insureds to the Lessee's existing insurance policies provided such policies meet the types and amounts of insurance coverage required by this Lease.

(7) Destruction of or Damage to Communications Facilities—If any of the City's or School's Property should be damaged or destroyed by a fire, the elements, a public enemy or other casualty to the extent that the Property becomes unusable, either the City, the School, or the Lessee may cancel this Lease Agreement without further obligation to the other, or the parties may reach an agreement concerning repair of the premises, rent abatement, and term extension.

The City and School shall be under no obligation to repair or replace the communications facilities or related telephone and electric utilities. The Lessee shall be responsible for repairing or replacing any damages to the City's or School's Property (both real property and personal property) caused by the acts or omissions of the Lessee, its employees, representatives or agents.

(8) Damage to or Loss of Lessee's Property—Neither the City or School shall be liable for any damage to or loss of the Lessee's communications facilities and related telephone and electric utilities regardless of how such damage or loss may occur. Provided however, that the School agrees it will be responsible for damage to the Lessee's property caused by the negligent acts or omissions of the School, its employees and representatives, to the extent such damage is covered by insurance carries by the school. If such damage or loss occurs which cannot be reasonably expected to be repaired within forty-five (45) days or reasonably disrupts the Lessee's operations at the Property for more than forty-five (45) days, the Lessee may, at any time following such damage or loss, terminate the Lease Agreement upon fifteen (15) days prior written notice to the City and School. The rent shall abate during the period of repair following such damage or loss in proportion to the degree to which Lessee's use of the Property is impaired. It is expressly agreed and understood that the Lessee in installing its communications facilities and related telephone and electric utilities on the Property that it does so at its own risk. This waiver only applies to the City and the School, their employees and officials, and shall not prevent the Lessee for seeking recovery from third parties that cause damage to or loss of the Lessee's property.

(9) Failure to Comply with the Lease Agreement—If the Lessee, the City or School shall fail to comply with any of the terms and conditions of the Lease Agreement or any notices given hereunder, and such failure shall continue for a period of not less than thirty (30) days after notice in writing, or if the Lessee shall become insolvent, or shall make an assignment for the benefit of its creditors, or if any of its property to be attached and attachment not promptly released within sixty (60) days, or if an execution be issued against it, or, if a petition be filed by or against it to have it adjudicated a bankrupt, or if a trustee or receiver shall be created and appointed to take charge of its assets, then or at any time thereafter, the Lessee, the City or School, at their option, terminate this Lease Agreement. In the event any of the parties to this Lease Agreement defaults in the performance of any of the terms and conditions of the Lease Agreement, the non-defaulting

party may pursue any remedy now or hereafter available to non-defaulting party under the laws of judicial decisions of the Commonwealth of Virginia. Further, upon a default of any of the terms of this Lease Agreement, the non-defaulting may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf. The reasonable costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefore. If the Lessee undertakes any such performance on the City's or School's behalf and the City or School does not pay the Lessee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, the Lessee may offset the full undisputed amount due against all fees due and owing to the City or School under this Lease Agreement until the full undisputed amount is fully reimbursed to the Lessee.

(10) Assignment—The Lessee shall not assign this Lease Agreement, or sublease or any part thereof, without the prior written consent of the City and School, except that the Lessee may assign or transfer this Lease Agreement to a principal, affiliate, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of merger, acquisition or other business reorganization.

(11) Notices—All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Lessee: Virginia PCS Alliance, L.C.,
Attn: Senior Lease Administrator
1150 Shenandoah Village Drive
Waynesboro, VA 22980

With a copy to:
NTELOS Wireless
Attn: Legal Department/General Counsel
1154 Shenandoah Village Drive
Waynesboro, VA 22980

City: City of Lynchburg
Attn: City Manager

City Hall Building
900 Church Street
Lynchburg, VA 24504

School: Lynchburg City Schools
Attn: Assistant Superintendent for Operations & Administration
915 Court Street
P. O. Box 2497
Lynchburg, VA 24505

or to any replacement addresses or persons that may be later designated in writing.

(12) General Provisions—The Lessee agrees to the following conditions concerning the use of the City's and School's Property and installation of the Lessee's communications facilities and related telephone and electric utilities:

- (a) This Lease Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action filed by any party to this Lease Agreement arising out of the performance or nonperformance of the terms of this Lease Agreement shall be filed in the state courts of the City of Lynchburg, Virginia and in no other forum.
- (b) The Lessee shall assume responsibility for the security of its communications facilities and related telephone and electric utilities.
- (c) In the event any provision of this Lease Agreement shall be found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.
- (d) The Lessee agrees to observe and obey during the term of this Lease Agreement all federal, state and local law, ordinances, rules and regulations, currently in force or subsequently adopted that may apply to its installation, location, maintenance, upgrade, replacement and use of its communications facilities and related telephone and electric utilities.
- (e) The Lessee agrees to use its communications facilities and related telephone and electric utilities in a non-discriminatory manner.

- (f) All terms and conditions with respect to this Lease Agreement are expressly contained herein, and both parties agree that no representative or agent of the City, the School, or the Lessee has made any representation or promise with respect to this Lease Agreement not expressly contained herein.
- (g) The City and School covenant that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Rooftop Space. The City and School represent and warrant to Lessee as of the execution date of this Lease Agreement, and covenants during the term that the City and the School are seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease Agreement. The City and School further covenant that there are no liens, judgments or impediments of title on the Property, or affecting the City 's and School's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Property by Lessee as set forth above.
- (h) The City and School agree to execute a Memorandum of Lease Agreement which the Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term or rental fee.

(13) ENVIRONMENTAL

- (a) The City and School will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of Lessee.

- (b) The City and School represents they are not aware of and have no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
- (c) The Lessee shall hold the City harmless and indemnify the City and School from and assume all duties, responsibility and liability at the Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by the Lessee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year below written, but effective as of the day and year first set forth above in Paragraph 2 of this Lease Agreement.

City of Lynchburg, Virginia

By: _____
L. Kimball Payne, City Manager

Lynchburg City Schools

By: _____
Dr. Scott S. Brabrand, Superintendent

Virginia PCS Alliance, L.C., a Virginia limited liability company, d/b/a NTELOS

By: _____
R. L. McAvoy, Executive Vice President

COMMONWEALTH OF VIRGINIA,

CITY OF LYNCHBURG,

On this ____ day of _____, 201__, L. Kimball Payne, executed the foregoing instrument for the City of Lynchburg. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF VIRGINIA,

CITY OF LYNCHBURG,

On this ____ day of _____, 201__, Dr. Scott S. Brabrand, Superintendent executed the foregoing instrument for the Lynchburg City Schools. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____,

On this ____ day of _____, 201__, R. L. McAvoy, executed the foregoing instrument for Virginia PCS Alliance, L.C., a Virginia limited liability company, d/b/a NTELOS. In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

ATTACHMENT “A”
Rooftop Space

See Attached Drawings



1150 SHENANDOAH VILLAGE DRIVE
WAYNESBORO, VA 22980

SITE NAME: DIAMOND HILL

SITE NUMBER: LN702

SITE ADDRESS: 1200 POLK STREET
LYNCHBURG, VA 24504

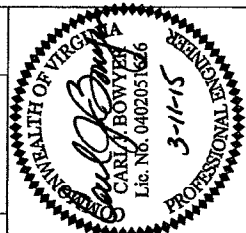
AREA: LEASE AREA = 400 SQ. FT.

BUILDING OWNER:
CITY OF LYNCHBURG
800 CHURCH STREET
LYNCHBURG, VA 24504

LATITUDE: N 37° 24' 28.241"

LONGITUDE: W 79° 08' 50.264"

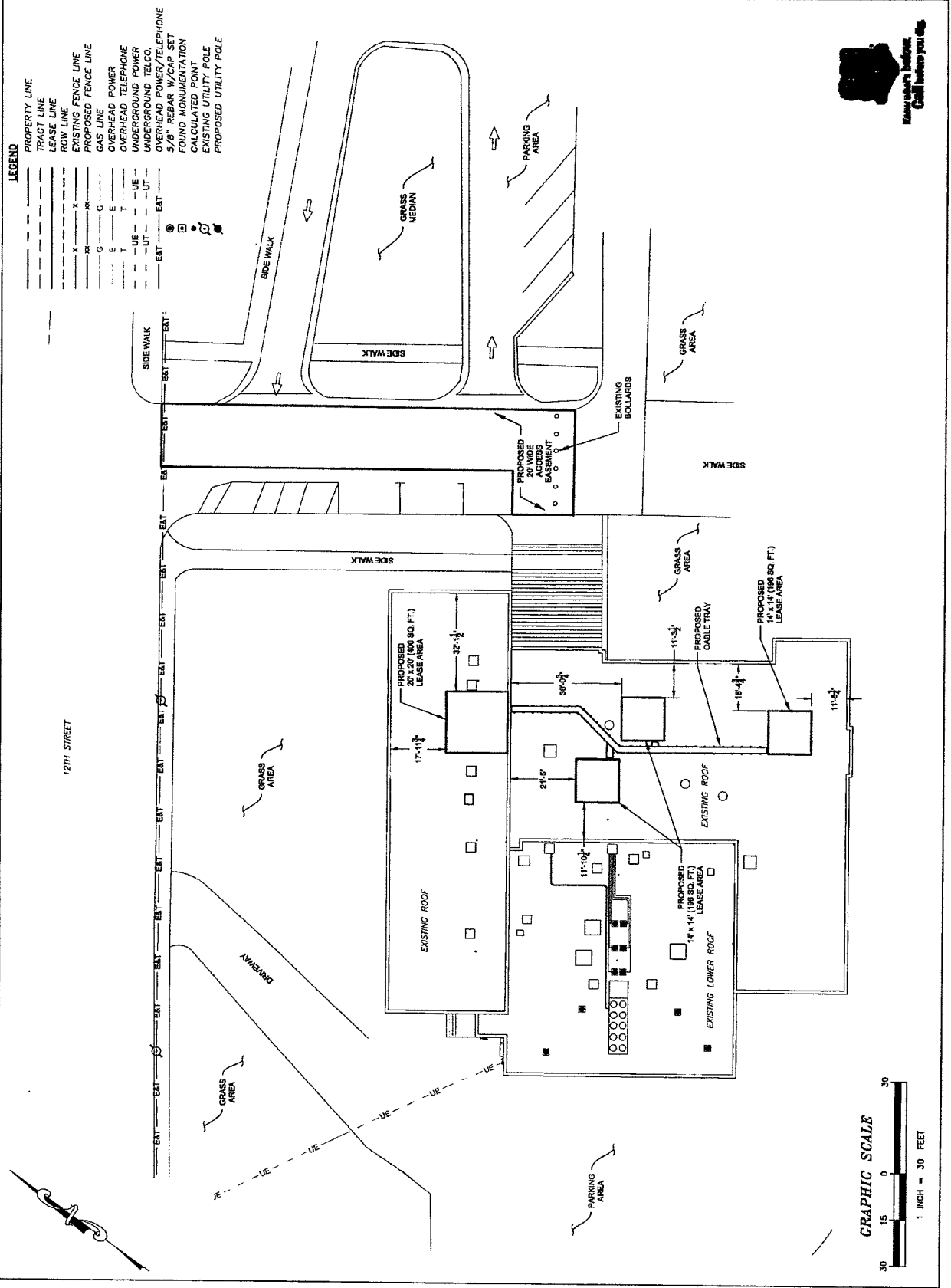
NO.	REVISION/ISSUE	DATE
1	ISSUED	01/19/15
2	ISSUED FOR ZONING	03/11/15



Mead & Hunt
400 TRACY WAY
SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE

PROJECT # R4022100-141507.01

Attachment A
SHEET
LE-1



C-2





1150 SHENANDOAH VILLAGE DRIVE
WAYNESBORO, VA 22980

SITE NAME: DIAMOND HILL

SITE NUMBER: LN702

SITE ADDRESS: 1200 POLK STREET
LYNCHBURG, VA 24504

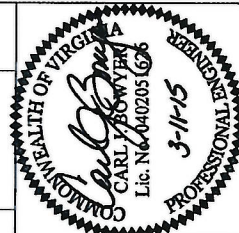
AREA: LEASE AREA = 400 SQ. FT.

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CITY OF LYNCHBURG
900 CHURCH STREET
LYNCHBURG, VA 24504

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LONGITUDE: W79° 08' 50.264"

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	08/22/14
2	REISSUE FOR COMMENT	08/28/14
3	REISSUE FOR COMMENT	08/28/14
4	ISSUE FOR ZONING	03/11/15

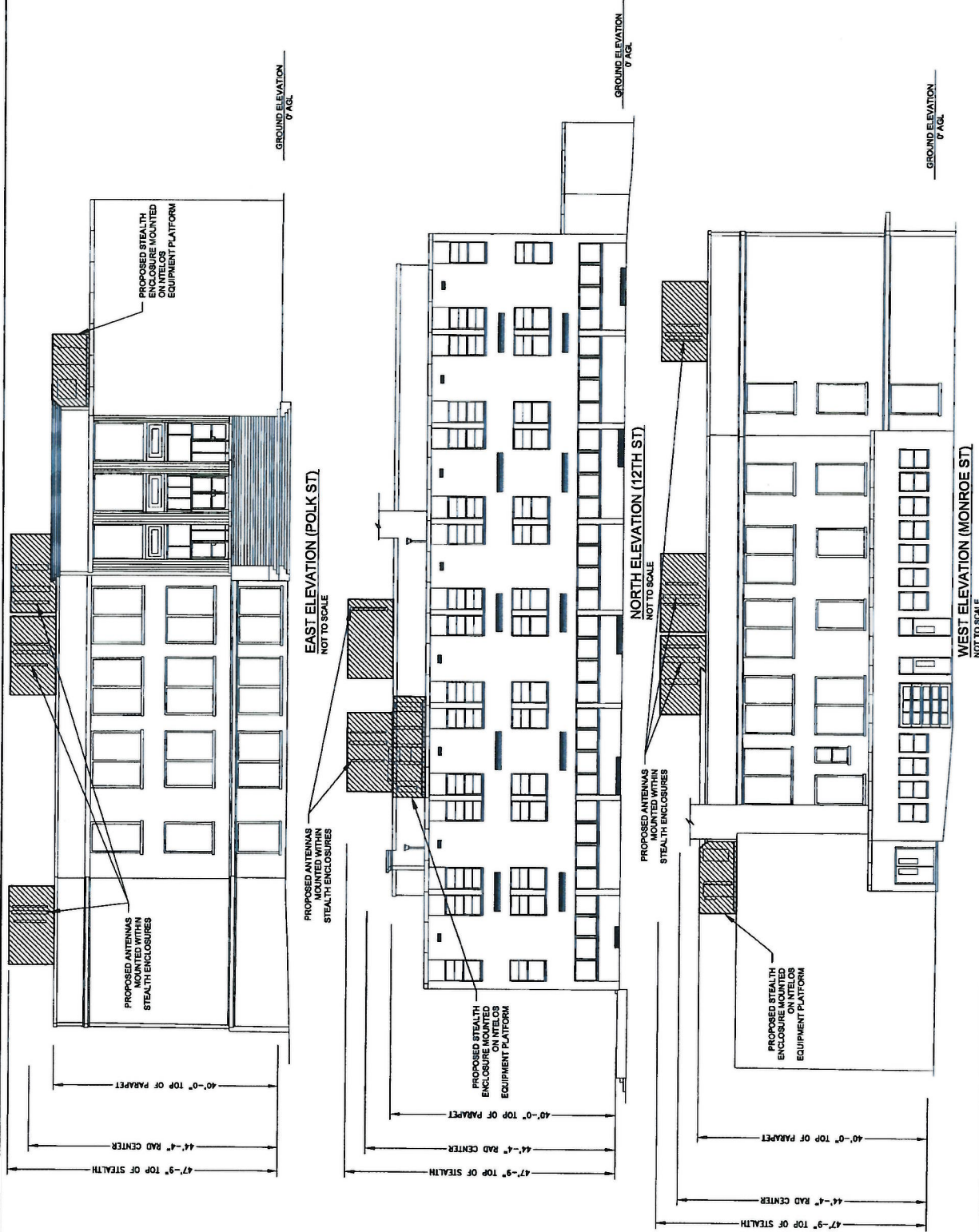


Mead & Hunt

400 TRACY WAY
SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE

PROJECT # R4022100-141507.01

Attachment A
SHEET C-4



ATTACHMENT "B"
The Property

Property Address: 1200 Polk Street, Lynchburg, Virginia 24504
Parcel ID: 02501001
DIAMOND HILL; BLK. 870/872,874/896,956/970,1006/1008
GIS Acreage: 4.735

THE RECORDATION TAX ON THIS INSTRUMENT IS \$15.00 PURSUANT TO SECTION 58.1-807.F OF THE CODE OF VIRGINIA, AS AMENDED, AS IT IS A LEASE TO AFFIX COMMUNICATIONS EQUIPMENT TO AN EXISTING STRUCTURE

THIS INSTRUMENT PREPARED BY:

NAME Beverly Johnson
ADDRESS Virginia PCS Alliance, L.C.
1150 Shenandoah Village Drive
Waynesboro, VA 22980
TAX MAP NO.: 02501001

MEMORANDUM OF ROOFTOP LEASE AGREEMENT

THIS MEMORANDUM evidences that a lease was made and entered into by written Rooftop Lease Agreement dated _____, 20__, between **CITY OF LYNCHBURG**, a municipal corporation of the Commonwealth of Virginia, ("City") and **VIRGINIA PCS ALLIANCE, L.C.**, a Virginia limited liability company, d/b/a NTELOS, ("Lessee"), executed by City and Lessee as of _____, 20__, (the "Execution Date"), the terms and conditions of which are incorporated herein by reference.

Such Rooftop Lease Agreement provides in part that City leases to Lessee a certain site located at 1200 Polk Street, City of Lynchburg, Commonwealth of Virginia, together with nonexclusive easements for rights of access thereto and electric and telephone utilities, which site is described in Attachment "A" attached hereto, within the property of City, which is described in Attachment "B" attached hereto. The lease provides for an initial term of five (5) years commencing on June 1, 2015 (the

(the "Commencement Date"), which term is subject to four (4) additional, successive five (5) year extension periods by Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum or caused it to be executed by their duly authorized representatives as of the day and year set forth below.

CITY

CITY OF LYNCHBURG:

By: _____
(Signature)

Name: L. Kimball Payne,
Title: City Manager

Date: _____

Address: City Hall Building
900 Church Street
Lynchburg, Virginia 24505

NOTARIZATION OF CITY'S SIGNATURE

City of Lynchburg
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by L. Kimball Payne, as City Manager of the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia.

(SEAL)

Notary Public
My commission expires: _____

LESSEE:

VIRGINIA PCS ALLIANCE, L.C.

By: _____

Name: R. L. McAvoy

Title: Executive Vice President

Date: _____

Address: 1150 Shenandoah Village Drive
Waynesboro, Virginia 22980

NOTARIZATION OF LESSEE'S SIGNATURE

County of Chesterfield
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by R. L. McAvoy, as Executive Vice President of VIRGINIA PCS ALLIANCE, L.C., a Virginia limited liability company.

(SEAL)

Notary Public
My commission expires: _____

ATTACHMENT “A”
Rooftop Space

See Attached Drawings



1150 SHEVANDON VILLAGE DRIVE
LYNCHBURG, VA 24560

SITE NAME: DIAMOND HILL

SITE NUMBER: LN702

SITE ADDRESS: 1200 POLK STREET
LYNCHBURG, VA 24504

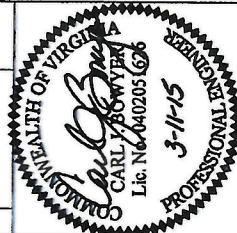
AREA: LEASE AREA = 400 SQ. FT.

BUILDING OWNER:
CITY OF LYNCHBURG
900 CHURCH STREET
LYNCHBURG, VA 24504

LATITUDE: N37° 24' 28.24"

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NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	08/22/14
2	REISSUE FOR COMMENT	08/28/14
3	REISSUE FOR COMMENT	08/29/14
4	ISSUE FOR ZONING	03/11/15



Mead & Hunt

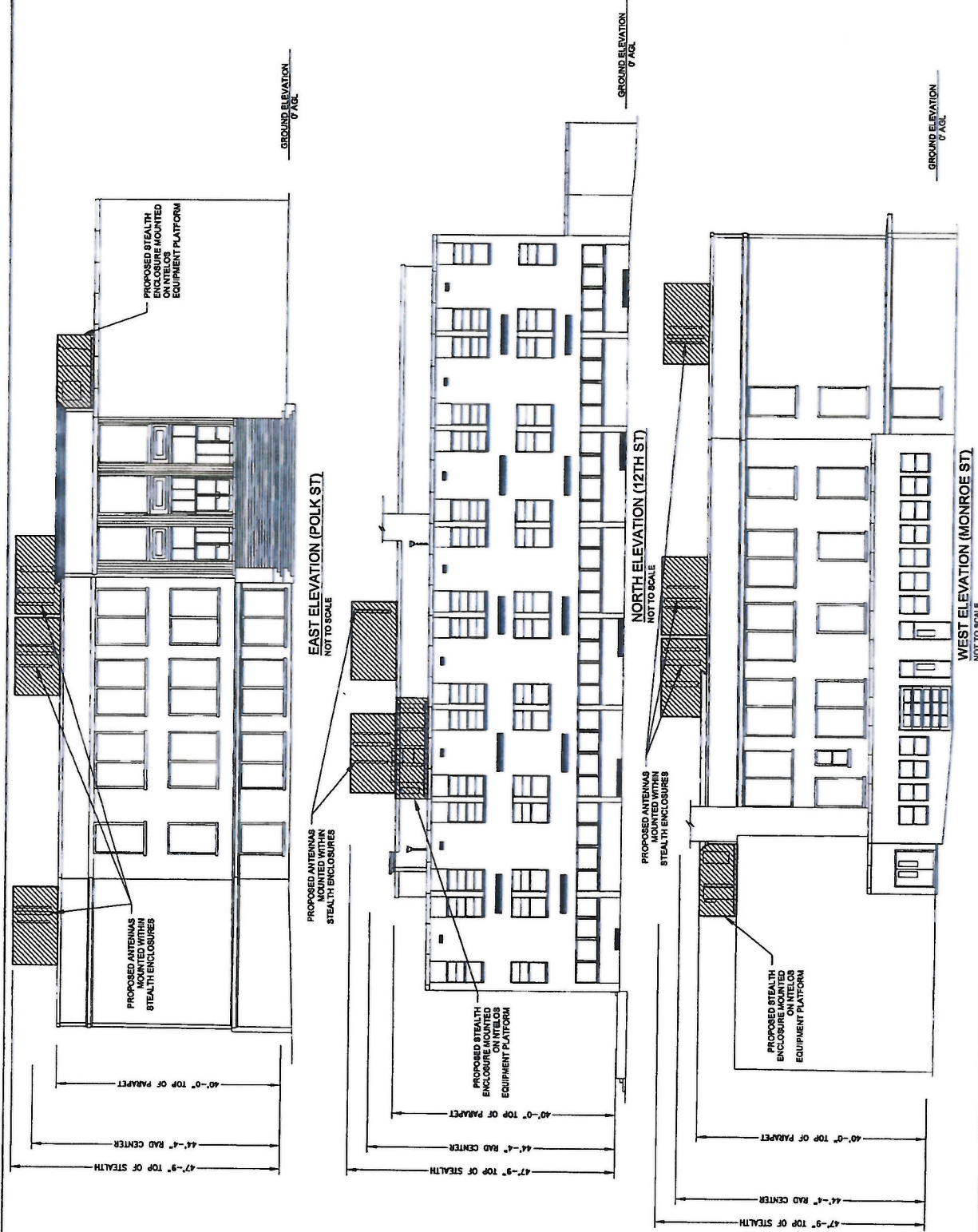
400 TRACY WAY
SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE

PROJECT # R4022100-141507.01

Attachment A

SHEET

C-4



ATTACHMENT "B"
The Property

Property Address: 1200 Polk Street, Lynchburg, Virginia 24504
Parcel ID: 02501001
DIAMOND HILL; BLK. 870/872,874/896,956/970,1006/1008
GIS Acreage: 4.735

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 14, 2015**

AGENDA ITEM NO.: 9

CONSENT:

REGULAR: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Public Hearing and Action Regarding FY 2016 Sewer Rates**

RECOMMENDATION: After a public hearing, adopt the attached ordinance enacting changes in the City Code related to sewer rates effective July 1, 2015.

SUMMARY: During the March 24, 2015 Work Session, Department of Water Resources staff presented the FY 2016 Rate Study and Annual Report to City Council. Staff recommendations and justifications for an increase in the sewer volume rate were included. The following guiding principles and goals were adhered to in the development of the recommended rate:

- Ensure rates promote sustainable sewer operations and infrastructure.
- Significant resources are needed for sanitary sewer system condition assessment and maintenance.
- Meet the financial obligations related to the CSO Consent Order.
- Meet City Council's financial policies.

As shown in *Attachment A – Proposed Water and Sewer Rates*, the recommended rate changes include a 3.2% increase in the sewer volume rate from \$5.65 to \$5.83 per hcf. Additionally, the sewer only rate is recommended to increase from \$45.92 to \$47.18 per hcf since it is derived from the sewer volume rate.

PRIOR ACTION(S): March 24, 2015: City Council Work Session

FISCAL IMPACT: Sewer Fund revenue increase of approximately \$472,000 annually.

CONTACT(S): Tim Mitchell, Director of Water Resources 455-4252
John Rosser, Financial Professional IV 455-4445

ATTACHMENT(S): ORDINANCE – Sewer Code Amendments
ATTACHMENT A – Proposed Water and Sewer Rates

REVIEWED BY: lkp

AN ORDINANCE TO AMEND AND REENACT SECTIONS 34-12.1 OF THE CODE OF THE CITY OF LYNCHBURG, 1981, AS AMENDED, THE AMENDED SECTION RELATING TO SEWER RATES.

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

1. That Sections 34.12.1 of the Code of the City of Lynchburg, 1981 are hereby amended and reenacted as follows:

Sec. 34-12.1. Schedule of sewer rates.

(a) The monthly sewer rates for all consumers within the city shall be ~~five dollars and sixty-five cents~~

~~\$5.65~~ five dollars and eighty three cents \$5.83 per h.c.f. of water used provided, however, that the rate of any party discharging industrial waste or processed water into the city system pursuant to an individual contract shall be as provided in such contract.

(b) The monthly sewer rate for customer accounts deemed "sewer only" (customers within the city without a water service connection) shall be ~~forty five dollars and ninety two cents \$45.92~~ forty seven dollars and eighteen cents \$47.18. This rate is derived as follows: (monthly volume charge of ~~\$5.65~~ \$5.83 per h.c.f. x 7 h.c.f. + a monthly service charge of six dollars and thirty seven cents \$6.37).

(c) In addition to the sewer rates provided in this section, a high strength waste surcharge is established for all customers with discharges in excess of twenty-five thousand (25,000) gallons per day and having biological oxygen demand and/or suspended solids concentrations in excess of normal wastewater.

2. That this ordinance shall become effective July 1, 2015

Adopted:

Certified:

Clerk of Council

031K

ATTACHMENT A

Proposed Water and Sewer Rates

		Proposed	%
	FY 2015	FY 2016	Increase
Water			
Volume charge / hcf	\$2.43	\$2.43	0%
Sewer			
Volume charge / hcf	5.65	5.83	3.2%
BOD charge / 100 lbs	23.52	23.52	0%
TSS charge / 100 lbs.	26.60	26.60	0%
Septic hauler charge	204.90	204.90	0%
Industrial permit fee	varies	varies	0%
Sewer only	45.92	47.18	2.7%
Stormwater			
Rater per sfu per month	\$4.00	\$4.00	0%
Fire Protection			
Hydrants & 8" or smaller fire lines	19.79	19.79	0%
10" fire lines	35.53	35.53	0%
12" fire lines	56.38	56.38	0%
Availability Fees			
Water	1220.00	1220.00	0%
Sewer	1950.00	1950.00	0%
Water Connection Fees			
¾" & 5/8" meters	1,045.00	1,045.00	0%
1" service – 5/8' meter	1,100.00	1,100.00	0%
1" service – 1" meter	1,265.00	1,265.00	0%
Greater than 1"- minimum	1,265.00	1,265.00	0%
Sewer Connection Fees			
4" sewer line	1,210.00	1,210.00	0%
Greater than 4"- minimum	1,320.00	1,320.00	0%
Other Charges			
Monthly Service Charge	Next Page	Next Page	Next Page
Cut-on charge	15.00	15.00	0%
Cut-off charge	25.00	25.00	0%
Delinquent account fee	5%	5%	0%

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 14, 2015**

AGENDA ITEM NO.: 10

CONSENT:

REGULAR: **X**

WORK SESSION: X

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **FY 2015 Third Quarter Budget Adjustments**

RECOMMENDATION: After a public hearing adopt a resolution to amend the FY 2015 Budget and appropriate or rescind funds to adjust revenue, expenditure, and transfers as identified on Attachment A for the General Operating, Schools Operating, City/Federal/State Aid, Asset Forfeiture, Fleet Services, Sewer Operating, Stormwater Operating, Airport Operating, LEAF, City Capital Projects, Schools Capital Projects, Airport Capital Projects, and Sewer Capital Projects Funds.

SUMMARY: In March, staff began a review of FY 2015 operating and capital revenues and expenditures of the City's various funds to determine if adjustments were needed prior to the end of the fiscal year. Departments were requested to submit any necessary adjustments that needed to be considered prior to the end of the fiscal year. Attachment A provides a list of proposed expenditure and revenue adjustments based on a third quarter review.

A public hearing is scheduled for April 14, 2015; the public has been notified through an advertisement in *The News and Advance* on April 6, 2015.

PRIOR ACTION(S): Adoption of the FY 2015 Operating and Capital Budgets: May 27, 2014
First Quarter Adjustments: October 28, 2014

BUDGET IMPACT: As noted on Attachment A.

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

ATTACHMENT(S): Resolution
Attachment A: FY 2015 Third Quarter Summary by Fund and Detail – Revenues and Expenditures

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2015 Budget is amended and that there be appropriated or rescinded from the funds and resources of the City of Lynchburg the sums for the General Operating, Schools Operating, City/Federal/State Aid, Asset Forfeiture, Fleet Services, Sewer Operating, Stormwater Operating, Airport Operating, LEAF, City Capital Projects, Schools Capital Projects, Airport Capital Projects, and Sewer Capital Projects Funds as identified on the FY 2015 Third Quarter Detail by Fund attachment.

Introduced:

Adopted:

Certified:

Clerk of Council

032K

**FY 2015 THIRD QUARTER REQUESTS
SUMMARY BY FUND**

	<u>REVENUES</u>	<u>EXPENDITURES</u>
GENERAL FUND	\$1,148,194	\$1,798,894
CITY/FEDERAL/STATE AID FUND	119,669	119,669
ASSET FORFEITURE FUND	54,061	54,061
FLEET FUND	154,413	154,413
SEWER FUND	126,734	925,000
STORMWATER FUND	0	162,676
AIRPORT FUND	711,559	711,559
LEAF FUND	29,460	29,460
CITY CAPITAL PROJECTS FUND	837,816	1,037,816
AIRPORT CAPITAL FUND	355,000	355,000
SEWER CAPITAL PROJECTS FUND	<u>917,221</u>	<u>(7,779)</u>
TOTALS	\$4,454,127	\$5,340,769

FY 2015 THIRD QUARTER DETAIL

GENERAL FUND

DEPARTMENT/DIVISION	REVENUES	EXPENDITURES	PURPOSE
Commonwealth Attorney	\$29,836	\$29,836	Appropriate State Compensation Board Funds for State employee compensation adjustments.
Fire		\$45,700	Appropriate Fire Equipment Assigned Fund Balance for a Lucas 2 Chest Compression System (\$12,700) and a LifePak 15 monitor/defibrillator (\$33,000).
Human Services - Juvenile Services		\$150,000	Appropriate funds for expenditures related to the detaining of three juveniles for an extended period of time.
Human Services - Social Services	\$1,002,000	\$1,002,000	Appropriate additional State and federal revenue for Title IV-E programs, 100% reimbursable.
Human Services - Social Services	\$41,099	\$48,638	Appropriate funds for VIEW Program expenses, 84.5% reimbursable.
Human Services - Social Services		\$22,750	Appropriate funds for burial assistance.
Parks and Recreation - Community Market		\$8,000	Appropriate funds for natural gas costs that are higher than anticipated due to cold winter.
Public Library		\$10,861	Appropriate funds for market adjustment.
Commissioner of Revenue/Economic Development		\$13,726	Additional appropriation needed for Porters Group, LLC. Enterprise Zone Grant.
Circuit Court Clerk	\$259	\$259	Appropriate additional Technology Trust Funds received.
City Manager		\$15,000	Hire a Federal Relations Liaison prior to July 1, 2015 in order to assist the city in seeking grant funding for major projects.
Non-Departmental Compensation Adjustments		(\$83,737)	Use the unallocated balance in the FY 2015 Non-Departmental Compensation Adjustments to help fund General Fund Third Quarter adjustments.

FY 2015 THIRD QUARTER DETAIL

DEPARTMENT/DIVISION	REVENUES	EXPENDITURES	PURPOSE
Reserve for Contingencies		(\$82,889)	Reduce Reserve for Contingencies to fund appropriations needed for Third Quarter adjustments.
City Manager's Discretionary Fund		(\$50,000)	Transfer funds from City Manager's Discretionary Fund to City Capital Projects Fund to address the Community Market Parking Deck deterioration.
TRANSFERS			
Transfer from Schools Capital Projects Fund	\$75,000	\$75,000	Transfer funds from the Schools Capital Projects Fund Winter Emergency Maintenance project to the Schools Operating budget for expenses related to winter storms (\$50,000) and for the match to a State video camera grant (\$25,000) to be used for security.
Transfer to Airport Operating Fund		(\$52,443)	Reduce General Fund subsidy to airport.
Transfer to City Capital Projects Fund		\$50,000	Transfer funds from City Manager's Discretionary Fund to City Capital Projects Fund to address the Community Market Parking Deck deterioration.
Transfer to City Capital Projects Fund		\$590,000	Transfer funds to the City Capital Projects Fund for the Jefferson Park Erosion Repair and Site Grading (\$500,000) and Streetscape Improvement (\$90,000) projects.
Transfer to City/Federal/State Aid Fund		\$6,193	Transfer additional local match for Human Services/Social Services grants to the City/Federal/State Aid Fund.
GENERAL FUND APPROPRIATION TOTAL	\$1,148,194	\$1,798,894	

Note: The difference between Revenues and Expenditures is proposed to be funded as follows: \$45,700 Fire Equipment Assigned Fund Balance (Funds Assigned at fiscal year end which requires City Manager approval) , \$500,000 Fund Balance (FY 2016 available Pay-As-You-Go funding was already reduced by this amount when developing the FY 2016 CIP), \$90,000 from General Fund Pay-As-You-Go funding for Streetscape Improvements.

FY 2015 THIRD QUARTER DETAIL

CITY/FEDERAL/STATE AID FUND

DEPARTMENT/DIVISION	REVENUES	EXPENDITURES	PURPOSE
Commonwealth Attorney	\$56,825	\$56,825	Appropriate one-time funding for a Violence Against Women Act grant. Funding includes an \$11,365 in-kind match provided by salaries in the department.
Human Services - Social Services	\$62,844	\$62,844	Adjustment based on final grant award letter for Foster Parent Training grant (\$500), Respite grant (\$347), Quality Initiative grant (\$24,063) and Safe and Stable Families grant (\$37,934). Requires \$6,193 local match.
CITY/FEDERAL/STATE AID FUND TOTAL	\$119,669	\$119,669	

ASSET FORFEITURE FUND	\$54,061	\$54,061	Appropriate revenue received for Police Department expenditures.
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FLEET FUND

Transfer from Stormwater Fund	\$35,942	\$35,942	Transfer funds from the Stormwater Fund to purchase a vehicle for Community Development Staff to conduct Stormwater activities.
Auction Proceeds	\$118,471	\$118,471	Appropriate auction proceeds to purchase vehicles and equipment.
FLEET FUND TOTAL	\$154,413	\$154,413	

SEWER FUND

Transfer from Stormwater Fund	\$126,734		Transfer second of three annual installments from the Stormwater Fund to reimburse the Sewer Operating Fund for Stormwater set-up expenditures incurred in FY 2012.
Transfer to Sewer Capital Fund		\$925,000	Transfer funds to the Sewer Capital Fund to remain in compliance with CSO Special Order of Consent that requires the City to annually adjust sewer system reserve funds to equal no more than 25% of the subsequent year's budgeted operating expenditures.
SEWER FUND TOTAL	\$126,734	\$925,000	

FY 2015 THIRD QUARTER DETAIL

STORMWATER FUND

DEPARTMENT/DIVISION	REVENUES	EXPENDITURES	PURPOSE
Transfer to Sewer Operating Fund		\$126,734	Transfer second of three annual installments from the Stormwater Fund to reimburse the Sewer Fund for Stormwater set-up expenditures incurred in FY 2012.
Transfer to Fleet Fund		\$35,942	Transfer funds to Fleet Fund to purchase a vehicle for Community Development staff to conduct Stormwater monitoring activities.
STORMWATER FUND TOTAL	\$0	\$162,676	

AIRPORT FUND	\$711,559	\$711,559	Appropriate additional rental car concession, parking concession, and state revenue received for expenditures, reduce General Fund subsidy by \$52,443, and adjust beginning and ending retained earnings to match the FY 2014 CAFR.
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LEAF FUND	\$29,460	\$29,460	Appropriate revenue received for LEAF expenditures.
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CITY CAPITAL PROJECTS FUND

Lynchpin Industrial Park Sidewalk	\$178,890	\$178,890	Appropriate Federal Transportation Alternative Program funding to construct a sidewalk from the north side of Norfolk Southern rail line to Jefferson Ridge Parkway and Ramsey Place.
Community Market Parking Deck	\$50,000	\$50,000	Transfer funds from General Fund City Manager's Discretionary Fund to address the Community Market Parking Deck deterioration.
City Baseball Stadium Equipment	\$18,926	\$18,926	Appropriate revenue received from LBC, Inc. for City Baseball Stadium Equipment.
Jefferson Park Erosion Repair and Site Grading	\$500,000	\$500,000	Transfer funds from the General Fund Fund Balance for the Jefferson Park Erosion Repair and Site Grading project.
Streetscape Improvements	\$90,000	\$290,000	Transfer funds from the General Fund Fund Balance (\$90,000) and appropriate unallocated bond proceeds (\$200,000) from the 2014 bond issue for the Streetscape Improvement project.
CITY CAPITAL PROJECTS FUND TOTAL	\$837,816	\$1,037,816	

FY 2015 THIRD QUARTER DETAIL

DEPARTMENT/DIVISION	REVENUES	EXPENDITURES	PURPOSE
AIRPORT CAPITAL PROJECTS FUND	\$355,000	\$355,000	Transfer State funds to Airport Operating Fund for maintenance projects (\$280,000) and appropriate additional funds for change orders related to the Midfield General Aviation Apron project (\$75,000).
SEWER CAPITAL PROJECTS FUND			
Transfer From Sewer Operating Fund	\$925,000		Transfer funds from Sewer Operating Fund to remain in compliance with CSO Special Order of Consent that requires the City to annually adjust sewer system reserve funds to equal no more than 25% of the subsequent year's budgeted operating expenditures.
Virginia Water Facilities Revolving Fund	(\$7,779)	(\$7,779)	Rescind undrawn appropriated loan balance related to funds appropriated for upgrades to the Regional Wastewater Treatment Plant.
SEWER CAPITAL PROJECTS FUND TOTAL	\$917,221	(\$7,779)	



Mayor's Youth Council

Coordinated by Dana Wright, MA Juvenile Services Program Planner, 99 Ninth Street Lynchburg, VA 24504
(434) 455-5795 FAX (434) 847-1785

April 7, 2015

2014 – 2015 Officers

President
Krista Hartmann

Vice Presidents
Kyler Thomas

Secretary
CT Skorcz

Treasurer
Rachel Falwell

2014-2015 Members

Krista Hartmann
Kyler Thomas
CT Skorcz
Rachel Falwell
Colin Baker
Aliah Barnhart
MaKayla Rony
Kate Ruehle
Parker John Pfaff
Corbett McKinney
Vashon Cundiff
Emma Wray
Paul Skorcz
Libby Davidson
Hayden Swisher

Schools Represented:

EC Glass High School
Heritage High School
Holy Cross Catholic School
Liberty Christian Academy
New Covenant Schools
Virginia Episcopal School

Dear Ms. Chambers,

The Mayor's Youth Council would like to be placed on the City Council agenda for April 14, 2015. At that meeting we would like the opportunity to share information with City Council about the upcoming Lighten' Up Lynchburg- 5K Run/Walk to Fight Childhood Obesity.

The MYC has made a commitment to help raise awareness of and fight obesity in the City of Lynchburg. This event is to encourage individuals, groups, youth and families to begin their journey towards becoming fit. All funds raised from sponsorships will be for future "Lighten' Up Lynchburg" events. In 2010, Lynchburg was ranked by Gallup and Healthways as one of the top ten most obese Metros in America. The MYC's goal is to raise awareness of our city's obesity issue as well as to teach healthy ways to get fit and enjoy life more completely.

Please let me know what the next steps are in this process.

Thank You,

Dana Wright
MYC Coordinator

030K

R Council/Manager
Offices D

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **April 14, 2015**

AGENDA ITEM NO.: 12

CONSENT: REGULAR: **X**

WORK SESSION:

CLOSED SESSION:
(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Miller Center Renovations – Additional Historic Tax Credit Revenues**

RECOMMENDATION: Adopt a resolution to amend the FY 2015 City Capital Fund budget and appropriate \$284,960 with resources from the Virginia Department of Historic Resources, State Rehabilitation Tax Credit Program, for improvements to the Miller Center.

SUMMARY: Council appropriated \$880,000 in FY 2013 for the Miller Center Renovations capital project (P0072) that were to be funded by historic tax credits. The original appropriation was calculated as 25% (per program guidelines) of the total program-eligible costs which, at the time, was a projection. The actual program-eligible costs are higher than projected, resulting in an additional \$284,960 of tax credit revenue received by the City.

The funding will be used for additional project costs including equipment needs, construction change orders, and project closeout costs.

PRIOR ACTION(S): FY 2013 Capital Improvement Program appropriation, Budget book page 66; Finance Committee March 24, 2015

FISCAL IMPACT: The receipt of additional tax credit revenue reduces the financial impact on the Capital Fund.

CONTACT(S): Kay Frazier, Director of Parks and Recreation, 455-5868; John Ramsey, Support Services Supervisor, Parks and Recreation, 455-5869

ATTACHMENT(S): Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the FY 2015 City Capital Fund budget is amended and \$284,960 is appropriated with resources from the Virginia Department of Historic Resources, State Rehabilitation Tax Credit Program, for improvements to the Miller Center.

Introduced:

Adopted:

Certified:

Clerk of Council

028K