LYNCHBURG CITY COUNCIL
PHYSICAL DEVELOPMENT COMMITTEE
Tuesday, August 12, 2014
9:00 a.m.

Information Items

Recent/Pending Contract Awards: – none to report this month.

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

General Business

1.	Appalachian Power Company request for an easement on city-owned property (New Heritage High School) at 3020 Wards Ferry Road	Lee Newland
2.	Verizon request for an easement on city-owned property (New Heritage High School) at 3020 Wards Ferry Road	Lee Newland
3.	PEG Bandwidth License Agreement to Install Fiber Optic Cable from 5067 Boonsboro Road to 182 Irvington Springs Road	Lee Newland
4.	PEG Bandwidth Blanket Agreement to install fiber optic cable in city right-of-way in various locations of the City	Lee Newland
5.	Citizen Request Hillview Street / 3004 Winchester	Lee Newland
6.	City Reimbursement to Developers Procedures	Lee Newland

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

Next Meeting: September 9, 2014

Lynchburg Capital Projects (General Fund)

August 12, 2014

Projects of Interest	Status		Notes
Timberlake / Logan's Lane Intersection	Design	November 2014	Preliminary Design - Interchange Modification Report Submitted to VDOT - Addressing VDOT Comments Rnd. 2
Wards Road Pedestrian X-ing 2B	Construction	September 2014	Trail Phase 2B - Notice to Proceed Given May 5, 2014 - 120 Day Project - Approximately 2 months behind
Midtown Connector	Construction	August 2015	Under Construction - Working on Langhorne 60% complete & Kemper Underway -
Greenview Drive Phase 2	R/W	August 2014	Project to be Included in P3 RFP with VDOT - Revenue Sharing Funds Awarded
Kemper Street Bridge / Interchange	Design	August 2014	Reviewing 100% Re-Design Plans ReBid in Late August
One Way Pairs @ 501/221	Preliminary	August 2014	Preliminary Design being Completed to Determine Available R/W for Development
Lower Bluffwalk Phase 2	Construction	October 2014	Underway
Memorial - Park - Lakeside Intersection	Utilities	November 2014	Project Underway to Install City Utilites separate from Project then ReBid
Miller Center Renovations	Construction	August 2014	Construction on Building Approximately 3 Months Behind Schedule.
Odd Fellows Road - P3	Advertising	May 2014	VDOT Issuing RFP in December-
Lakeside Drive Improvements @ L.C.	Design	September 2014	Design Underway - VDOT Performing SERP.
Harvard Road Improvements at Tunnel	Construction	October 2014	Adding Turn Lanes and Utilities
Old Forest Road Sidewalk	Construction	October 2014	Under Construction

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 12, 2014 (PDC)** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Appalachian Power Company request for an easement on city-owned property (New Heritage High School) at 3020 Wards Ferry Road**

RECOMMENDATION:
Forward to Council for a public hearing to grant Appalachian Power Company an easement to relocate overhead power lines on city property.

SUMMARY:
Appalachian Power Company is requesting easement approval to relocate approximately 850 feet of overhead power lines on city-owned property (Heritage High School) at 3020 Wards Ferry Road. The relocation of lines is required for the construction of the new Heritage High School project. The power line would be located on school property adjacent to Wards Ferry Road as indicated on attached easement map.

PRIOR ACTION(S):
Technical Review Committee (TRC) – June 2014

FISCAL IMPACT:
None

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

ATTACHMENT(S):
Easement Map

REVIEWED BY:

TAX PARCEL No. 24703020 and 24807001

GRW 252-OVHD – VA CORP

The City of Lynchburg Eas. No. _____ R/W Map No. 3779 151 B1

_____ W.O. No. W002512801 Job No. 14 310035 Prop No. 1

_____ Line Heritage High School relocation

THIS AGREEMENT, made this 23rd day of May, 2014, by and between **THE CITY OF LYNCHBURG**, a Municipal Corporation of the Commonwealth of Virginia, herein called "Grantor", and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), cash in hand paid to Grantor by Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, and across the following described lands of the Grantor situated the **CITY OF LYNCHBURG,** State of Virginia.

Being a right of way and easement on the property of the Grantor identified as Campbell County Tax Parcel number 24703020 and 24807001.

Said right of way and easement shall be as shown shaded on Appalachian's Drawing No. V-2331, dated 5/20/14 and entitled "PROPOSED RIGHT OF WAY ON THE PROPERTY OF CITY OF LYNCHBURG" attached hereto and made a part hereof.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises; the right to cut down, trim and/or otherwise control, and at Appalachian's option, remove from said premises, any trees, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of, Appalachian's Facilities; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO
APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its name and seal to be hereto affixed the day and year first above written.

Accepted pursuant to the Code of Virginia (15.2 – 1803) on behalf of The City of Lynchburg by authority granted by City Council, approved as to form:

By:_____
Walter C. Erwin, III
City Attorney

By: _____
L. Kimball Payne, III
City Manager

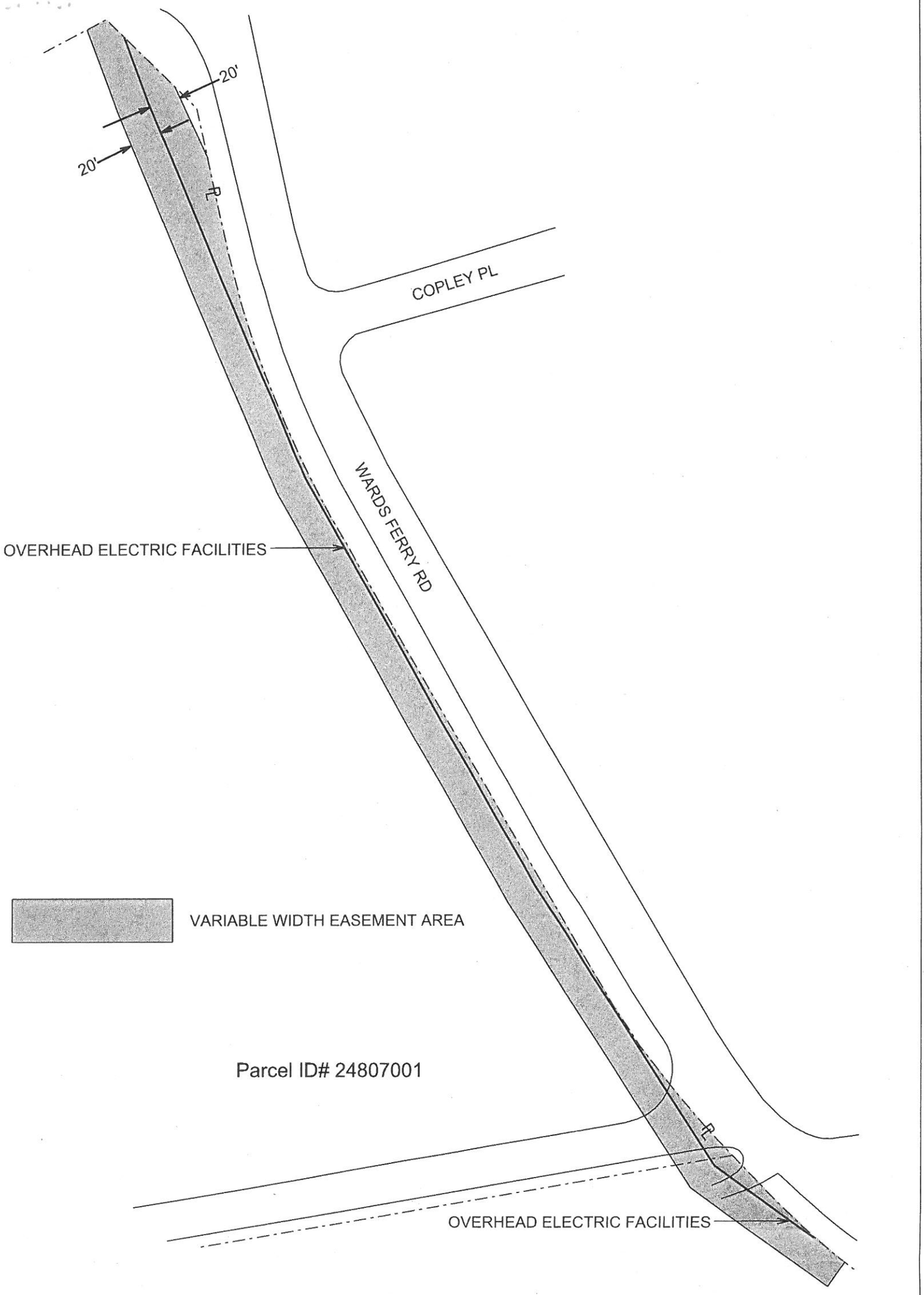
STATE OF _____)
) To-wit:
CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Walter C. Erwin, III, City Attorney and L. Kimball Payne, III, City Manager on behalf of The City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia.

_____
Notary Public/Commissioner

My Commission expires:

_____



Lynchburg, Virginia
T.D. 670010
Map Section 37790152B1

APPALACHIAN POWER COMPANY	
CHARLESTON REGION- ROANOKE DISTRICT- LYNCHBURG, VIRGINIA	
PROPOSED RIGHT OF WAY ON THE PROPERTY OF CITY OF LYNCHBURG	
DRAWN BY: KJW	DATE: 5/20/14
APP. BY: CPH	SCALE: NONE
SHEET 1 OF 1	
DRAWING NO.	V-2331

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 12, 2014 (PDC)** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Verizon request for an easement on city-owned property (New Heritage High School at 3020 Wards Ferry Road**

RECOMMENDATION:
Forward to Council to hold a public hearing to grant Verizon an easement to relocate overhead power lines on city property.

SUMMARY:
Verizon is requesting easement approval to relocate approximately 850 feet of overhead power lines on city-owned property (Heritage High School) at 3020 Wards Ferry Road. The relocation of lines is required for the construction of the new Heritage High School project. The power line would be located on school property adjacent to Wards Ferry Road as indicated on attached easement map.

PRIOR ACTION(S):
Technical Review Committee (TRC) – June 2014

FISCAL IMPACT:
None

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

ATTACHMENT(S):
Easement Map

REVIEWED BY:

Verizon W. O. No.: 4A0L6QQ
VDOT Project No.:

ROW Tracking No.: PAOHBCC - 14 - 017 -R
Parcel No.: 24807001

Aerial, Buried Cable and Conduit

After Recording Mail To:
VERIZON VIRGINIA LLC .
553 LEESVILLE ROAD
LYNCHBURG, VA 24502

TAX MAP PARCEL I.D. NO:
24807001

Document Prepared By:
VERIZON VIRGINIA LLC .
553 LEESVILLE ROAD
LYNCHBURG, VA. 24502

DEED OF EASEMENT

THIS DEED OF EASEMENT made this ____ day of _____, 2014, by and between _____, herein after called Grantor and VERIZON VIRGINIA, LLC a Virginia corporation, its successors, assigns lessees and agents, herein after called Grantee.

W I T N E S S E T H:

For and in consideration of One Dollar ($1.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system consisting of such poles, fixtures, braces, guys, anchors, wires, cables, pole-mounted cabinets, buried cable, buried wires, vaults, conduits, manholes, handholes, and related above-ground facilities, including but not limited to, posts, terminals, location markers, cabinets, equipment housings and other appurtenances and related above-ground facilities, including but not limited to, posts, terminals, location markers, cabinets, equipment housings, and other appurtenances (the "Facilities"), as Grantee may from time to time require, upon, under, across and over Grantor's real property being located in the City of Lynchburg, Commonwealth of Virginia more particularly identified as a 15' wide easement beyond the city right of way at 3020 Wards Ferry Rd paralleling Wards Ferry Rd.(the "Property") as shown and described on a plat identified as Exhibit "A", numbered PAOHBCC- 14 - 017 -R, attached hereto and made a part hereof (the "Easement Area").

Said Easement is hereby granted and conveyed unto Grantee together with the following rights and covenants:

(i) Grantee shall have the right of ingress and egress over, upon and across the Property, Right of Ingress and Egress including Grantor's private roads, to and from the communications system and Easement, including the right to temporarily open and close fences, for the purposes of exercising the rights herein granted.

(ii) Grantee shall have the right to trim, cut and remove trees, shrubbery, undergrowth and other obstructions within the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of it facilities or impedes the access thereto.

(iii) The communications system constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, remove and relocate its communications system, or any part thereof, within the Easement Area, and may make such changes, alterations, substitutions, additions in and to or extensions of its facilities as it deems advisable without the prior consent of the Grantor.

(iv) During periods of actual construction, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area.

(v) Grantor grants and conveys to the power company, its successors and assigns an easement and right-of-way (the "Power Company Easement") upon Grantor's lands to construct, operate and maintain an electric utility system consisting of such buried cables, buried conductors, conduits, handholes, transformers, terminals, grounding apparatus, metering equipment, and other appurtenances as may be required to provide electric utility service to support the communications system. The Power Company easement area shall overlap the Easement Area granted hereunder in its entirety.

(vi) NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

(vii) Grantor covenants that it is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted.

IN WITNESS WHEREOF, the following signature(s) and seal(s):

By:_____
(Insert Name of Individual Person(s)

By:_____
(Insert Name of Individual Person(s)

By:_____
(Insert Name of Individual Person(s)

By:_____
(Insert Name of Individual Person(s)

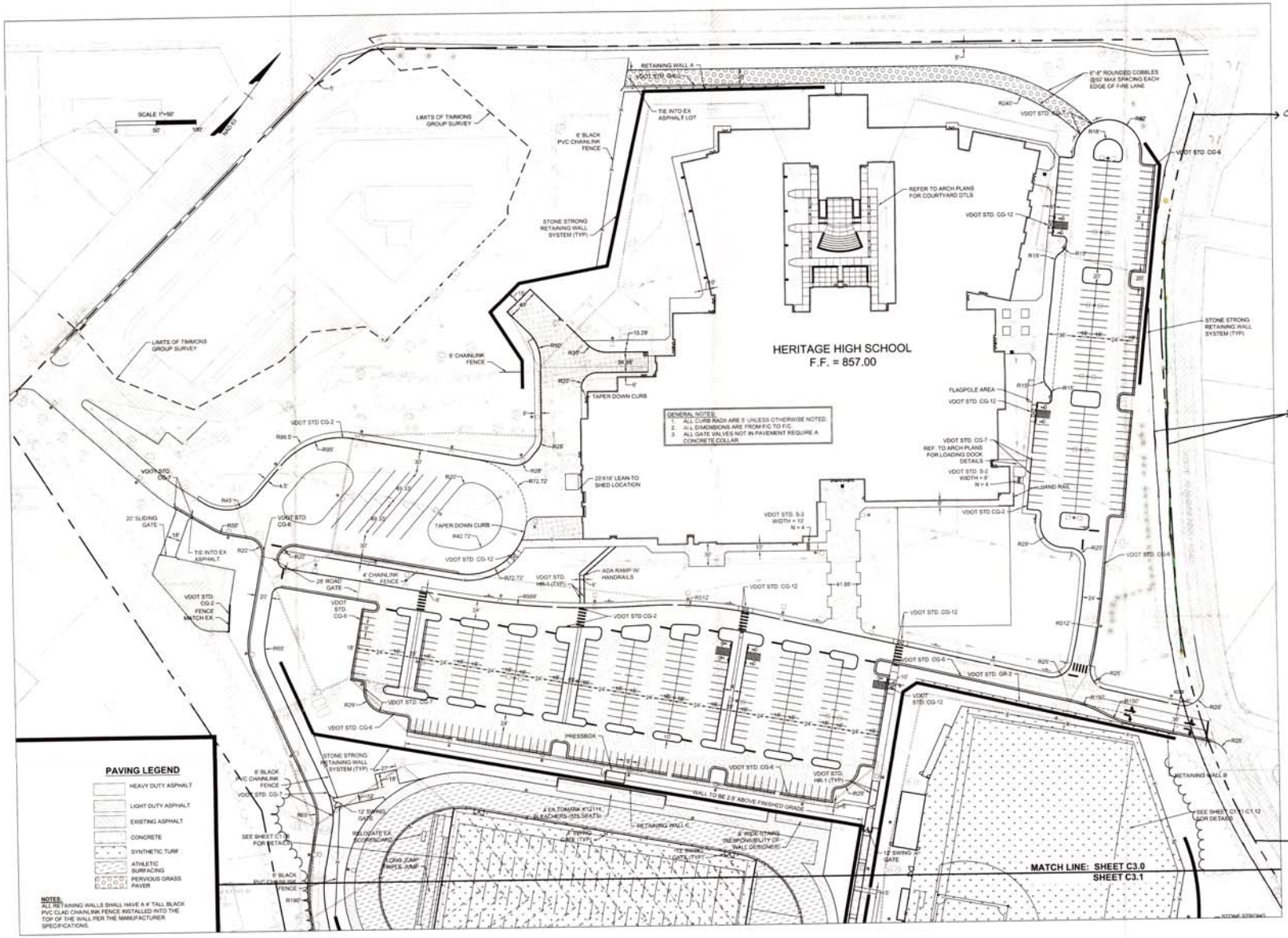
COMMONWEALTH OF VIRGINIA:
County/City of _____; to wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid do hereby certify that _____(as _____ of _____ *for Corp, LLC, LP, GP, Govt Entity*) did personally appear before me and acknowledge the foregoing writing dated _____ in the jurisdiction aforesaid this ____ day of _____, 2014.

_____
Notary Public

My Commission expires:_____

"Exhibit "A"



MOSELEY ARCHITECTS
3200 NORFOLK STREET, RICHMOND, VA 23230
PHONE (804) 794-7555 FAX (804) 355-5650
MOSELEYARCHITECTS.COM

COMMONWEALTH OF VIRGINIA
JASON WAYNE MULLINS
Lic No. 044373
3/5/14
PROFESSIONAL ENGINEER

TIMMONS GROUP

HERITAGE HIGH SCHOOL

LYNCHBURG CITY SCHOOLS
3020 WARDS FERRY ROAD, LYNCHBURG, VA 24502

PROJECT NO.	DATE:
520910	FEBRUARY 5, 2014

REVISIONS	
DATE	DESCRIPTION

LAYOUT PLAN

C3.1

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 12, 2014 (PDC)** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **License Agreement to Install Fiber Optic Cable from 5067 Boonsboro Road to 182 Irvington Springs Road**

RECOMMENDATION:
Forward to Council for a public hearing to grant Peg Bandwidth a License Agreement to place fiber optic cable in city owned right-of-way from 5067 Boonsboro Rd to 182 Irvington Springs Road as indicated on the attached route map.

SUMMARY:
Peg Bandwidth has submitted a request for installation of approximately 4,300 feet of underground fiber optic cable in city right-of-way from 5067 Boonsboro Road to 182 Irvington Springs Road. They will be installing new fiber for Network Services to AT&T and Sprint. This will increase network traffic among the two carriers within the city.

PRIOR ACTION(S):
Technical Review Committee (TRC) – July 1, 2014

FISCAL IMPACT:
None

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

ATTACHMENT(S):
Route Map

REVIEWED BY:

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 12, 2014 (PDC)** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Blanket license agreement to install fiber optic cable in city right-of-way in various locations of the city**

RECOMMENDATION:
Forward to Council for a public hearing to grant Peg Bandwidth a blanket License Agreement to place fiber optic cable in various locations of the city.

SUMMARY:
Peg Bandwidth is requesting the city to consider granting them a blanket license agreement to install underground and overhead fiber optic cable in various other locations throughout the city limits. They are requesting a blanket license agreement because of their time constraints. Walter Erwin has advised that a blanket license agreement is possible. The blanket agreement would allow Peg Bandwidth to move forward with installing cable in locations in the city and not be required to bring each location before PDC and Council. They would still be required to have their plan reviewed and approved by the Technical Review Committee (TRC).

PRIOR ACTION(S):
None

FISCAL IMPACT:
None

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

ATTACHMENT(S):
Route Map

REVIEWED BY:

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 12, 2014 (PDC)** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **Citizen Request Hillview Street / 3004 Winchester**

RECOMMENDATION:
Deny request for the City of Lynchburg to allow substandard street construction.

SUMMARY:
Mr. Quick is here to request that Hillview Street be extended 46 feet to beginning of his property then an additional 60 feet for a turnaround area with gravel held in place by railroad ties. Staff is present to discuss the topic. The zoning ordinance states that in order to obtain a building permit, an improved street must extend all the way across the frontage of the property.

The definition in the code of a street is: Street, public: An improved dedicated right-of-way, or an improved road which has become public by right of use, for access use by the public, usually having a minimum pavement width of thirty (30) feet and a minimum right-of-way width of fifty (50) feet unless the regulations of the City of Lynchburg require otherwise.

Sec. 35.1-22. Buildings, uses and lots.
(a) Building lot required. Every building or structure hereafter erected shall be located on a lot as herein defined. Where more than one (1) building is erected on a single lot, open spaces or courts shall be provided between buildings as provided herein.

(b) Street frontage required. No permit shall be issued for any land use or structure unless the lot on which such land use is to be established or such structure is to be built has frontage providing access on at least one (1) dedicated, improved street extending across the entire front of the lot where right-of-way extends on the property line with at least twenty (20) feet of pavement with fifty (50) feet of right-of-way. This requirement may be waived by the city council in the case of planned unit developments, cluster commercial developments, traditional neighborhood developments, and townhouse lots for sale complexes where adequate public and private access is provided to such land use or structure.

(c) Reduced street frontage requirements. A permit may be issued for a land use or structure on a lot with less than the required street frontage if:

(1) The lot fronts on a cul-de-sac, in which case the minimum street frontage shall be thirty (30) feet; or

(2) The lot is a flag lot meeting the requirements of Section 24.1-28.1 Flat lots.
(3) The lot is an existing lot of record on September 12, 1989 and has a perpetual unobstructed easement of access at least thirty (30) feet wide to such a street to serve one (1) building.
(4) The lot is an existing lot of record on July 11, 2011, in which case the lot shall provide access on at least one (1) dedicated, improved street extending a minimum of twenty-five (25) feet past the driveway accessing the lot.

Responded to Mr. Quick on 4/12/2011 that City would accept a minimum of 20’ pavement of 6” stone and 2” of asphalt with a hammerhead turn around that was 22’ along the legs.

FISCAL IMPACT:
None

CONTACT(S):
Lee Newland – City Engineer – 455-3947
Gaynelle Hart – Public Works Director – 455-4469

ATTACHMENT(S):
Letter and information from Mr. Gil Quick

REVIEWED BY:

To the Physical Development Committee, my name is Gil Quick and I have owned a piece of property in the City of Lynchburg since January 5, 1997. My request is simple; PLEASE allow me to use the land I own in your city. There is an ugly and lengthy story attached to this issue, but for the sake of time and with the hopes of putting all this behind me, I will try to stick to the point with as few adjectives as possible. During the time I've had to wait, for whatever reason, modular homes have tripled in price.

1. I am a tax paying citizen in the city of Lynchburg and have been for the past 17 years.
2. For approximately 10 years I have been denied the ability to develop my property due to the unrealistic demands of the City Engineer's office.
3. There is no way to access the property at 3004 Winchester from the road at all. The hills are greater than a 33 degree angle with embedded rock in the soil, which makes it impossible to even dig out the road. (Attached are 7 photos that show this is not possible.)
4. Hillview Street dead ends into the top of the property at 3001, which is the last physical address on that street.
5. There are greater than 20 paper roads on the map for the City of Lynchburg, none of which have a Cul-de-sac or a Hammer Head turn around that were paid for by its citizens. After making a request to put a gravel road at the end of Hillview, I received an e-mail from the City Engineer reflecting that this is the standard for everyone that has asked prior to myself, when in fact, this is false. (Attached is the actual email and the specs for this outrageous demand, five pages. Note the cost is $18,000 to $24,000 for the road alone. The curb and gutters are NOT in this figure.)
6. In addition to the detailed plans that include four layers of gravel, asphalt, street curb and gutters that, when all installed, span twenty-five to thirty-feet in width.
7. Hillview is only eighteen feet with no curb and gutters at present. There is no way to attach these two roads and the City Engineers office is aware of all the information that I am presenting to you. (Attached are two actual photos, one being the end of Hillview Street and the other just beyond the end of the street.)
8. The Engineers office claims that a fire truck needs to have the ability to turn around at the end of Hillview. This has not been present for at least the past 70 years or greater on any of the paper roads in the city.
9. Why would the person in charge of engineering make such unrealistic demands and expose the fact that the citizens of Lynchburg are without these standards by there own correspondents. In addition to admitting that the citizens of Lynchburg who reside on the end of paper streets are in danger currently of not having access to fire truck turn around.
10. The standard for a fire truck turn around is forty- eight in length, thirty-two feet in width, and at least eight feet in height. (Jim Mimms, 2012)
11. Also enclosed is a drawing that allows eighty-one feet by sixty feet of turn around at the end of Hillview. The ground has little to no slope in that area that is my property. The entire area will be enclosed by railroad ties with rebar pins to hold them in place. A standard gravel will be used for the turn around area and the private road. (This alone will come with a serious price tag.)
12. An aerial photo is also included to show the entire property and gain perspective.
13. All photos that have been sent to you have been greatly enlarged (20 by 30") for the presentation before the PDC committee. The original documents and e-mails will also be circulated @ the presentation.

In closing I hope we can move forward with this request and I can have the opportunity to pursue my dreams. Please contact me with a date to present my request to the PDC. (Wish me luck.)

804-774-5353 cell, 804-556-5409 office, 804-556-5403 fax, gilqck@yahoo.com, gquick@co.goochland.va.us , please contact.

RECEIVED

JUL 21 2014

COMMUNITY DEVELOPMENT

LAW OFFICES
1004 COURT STREET
P. O. BOX 1276
LYNCHBURG, VIRGINIA 24505

THIS DEED made this 6th day of January, 1997, by and between KERRY SCRUGGS and DORIS SCRUGGS, husband and wife, parties of the first part, Grantors, and GILBERT W. QUICK, JR. and STEPHANIE QUICK, husband and wife, parties of the second part, Grantees;

W I T N E S S E T H:

That for and in consideration of the sum of Twenty-Five ($25.00) Dollars, cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey with Special Warranty of Title, unto the party of the second part, as tenants by the entireties, not as tenants in common, with the full right of survivorship as at common law the following described real estate, to-wit:

All that certain lot, piece or parcel of land with any improvements thereon, lying in and being in the City of Lynchburg, Virginia, Winchester and Hillview St. Early Lane #5, 6, Map; #107-1-3,4, 3-2-32.

It being the same property granted to the Grantors by Governor's Grant from the Commowealth of Virginia dated July 17, 1984, recorded in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia in Deed Book 654, at page 259.

The property hereby conveyed is conveyed subject to all valid and existing conditions, easements, reservations, and restrictions heretofore imposed upon said property by recorded deed or plat and now binding thereon.

WITNESS the following signatures and seals:

Kerry E. Scruggs (SEAL)
KERRY SCRUGGS

Doris Scruggs (SEAL)
DORIS SCRUGGS

HARRIS, BLACK
& ALLEN, P.C.
LAW OFFICES
1004 COURT STREET
LYNCHBURG, VA 24504

Start here 1

2

(7 total)

3 photos

3

4

5

6

7→

These are photos for #3

After 30-40' It starts to have less of an encline

Lee.Newland@lynchburgva.gov

Search Web

Check Mail New

Mail Search

(#5 point)

Delete Reply Forward Spam Move...

Folders

Hillview

"Lee.Newland@lynchburgva.gov" <Lee.Newland@lynchburgva.gov>

Tuesday, April 12, 2011 1:07 PM

No virus threat detected File: CCF04122011_00000.pdf

Norton AntiVirus

Available

My Folders

619

Mr. Quick,

I have gotten your message, but have been out of the office and in meetings the past two days.

The normal City Standard for a road is 25' or 31' wide asphalt with curb and gutter. I understand the location of your extension and the fact that the unopened right of way ends at the railroad.

Due to these facts, I have also consulted with the Director of Public Works, to get his take on the situation.

We are in agreement that this road may be extended with a modified section to include a turn around at the end.

The road will need to be 6" of VDOT 21A stone base, and 2" of VDOT SM12.5A asphalt. It will be required to be 20' wide with proper drainage. It also shall have a Hammerhead (T type) turn around that is 22' long along the legs.

I have included these details in attachments. The attachments show curb and gutter since they are the standard.

(See attached file: CCF04122011_00000.pdf)

Lee Newland, PE
City Engineer
455-3947

J Reynolds @ Adams Paving
1 Cam

Delete Reply Forward Spam Move...

Select Message Encoding

Check Mail New

Mail Search

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To learn more about how we use your information, see our

THE CITY OF LYNCHBURG

TYPICAL CURB and GUTTER STREET SECTION

USE WITH THE CITY OF LYNCHBURG STANDARD SPECIFICATIONS ONLY

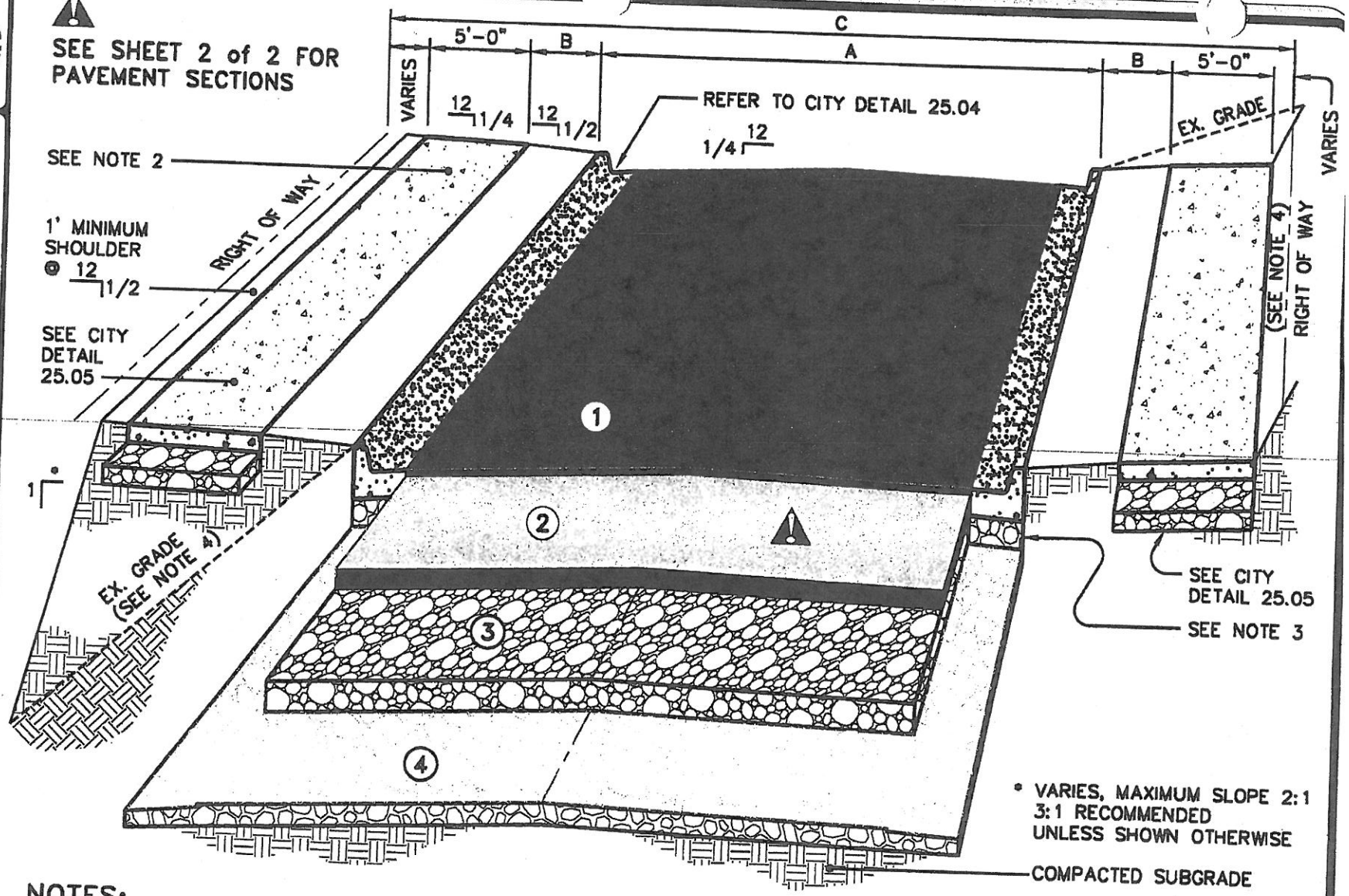
THE CITY OF LYNCHBURG

SCALE: NOT TO SCALE

REVISION DATE: 11-10-2007

DETAIL # 25.01

SHEET #: 1 OF 2



NOTES:

1. PAVEMENT WIDTH AND STREET RIGHT OF WAY SHALL BE AS SHOWN UNLESS OTHERWISE SPECIFIED.
2. FACEDOWN SIDEWALK (CITY STANDARD DETAIL 25.06) MAY BE SUBSTITUTED FOR STANDARD CURB AND GUTTER AND SIDEWALK IF APPROVED BY CITY ENGINEER.
3. PLACE 6" OF 21 or 21A COMPACTED AGGREGATE UNDER PAVEMENT AND STANDARD CURB AND GUTTER.
4. REFER TO PLAN CROSS-SECTIONS FOR SLOPE TIE-INS.

Classification	Pavement Section				Right-of-Way Widths (feet)					Cul-De-Sacs (feet)	
	Riding Surface 1	Base 2	Aggregate Base (see note 1) 3	Sub Base 4	Total Width	Back of Curb to Back of Curb (minimum)	Back of Curb to Front of Sidewalk (minimum)	Sidewalk Width	Behind Sidewalk (max.)	ROW Radius	Back of Curb Radius
Residential ADT < 401	2" SM 12.5A	N/A	6" NO. 21 or 21A	N/A	50	25	5	5	2' 6"	60	50
Residential ADT > 401	2" SM 12.5A	N/A	6" NO. 21 or 21A	N/A	50	31	3' 6"	5	1	60	50
Collector	2" 12.5D	4" BM 25.0	6" NO. 21 or 21A	N/A	60	31	3' 6"	5	6	60	50
Industrial	2" IM19.0A	5" BM 25.1	6" Cement Treated Stabilized Aggregate Base	4" No. 21 or 21A	50	31	3' 6"	5	1	70	60

NOTES:

1. FOR ALL STREET CLASSIFICATIONS:
   AGGREGATE BASE SHALL BE SEALED WITH LIQUID BITUMINOUS MATERIAL CRS-2 AT THE RATE OF 0.3 GALLONS PER SQUARE YARD AND COVERED WITH No. 78 STONE AT THE RATE OF 15 POUNDS PER SQUARE YARD. THIS IS NOT REQUIRED IF BASE ASPHALT OF 4" OR GREATER IS INSTALLED.

2. THE DESIGN DEPTHS SHOWN ABOVE ARE MINIMUM REQUIREMENTS. ACTUAL DEPTHS SHALL BE DETERMINED THROUGH CBR TESTING AND ANALYSIS.

THE CITY OF LYNCHBURG

TYPICAL CURB and GUTTER STREET SECTION

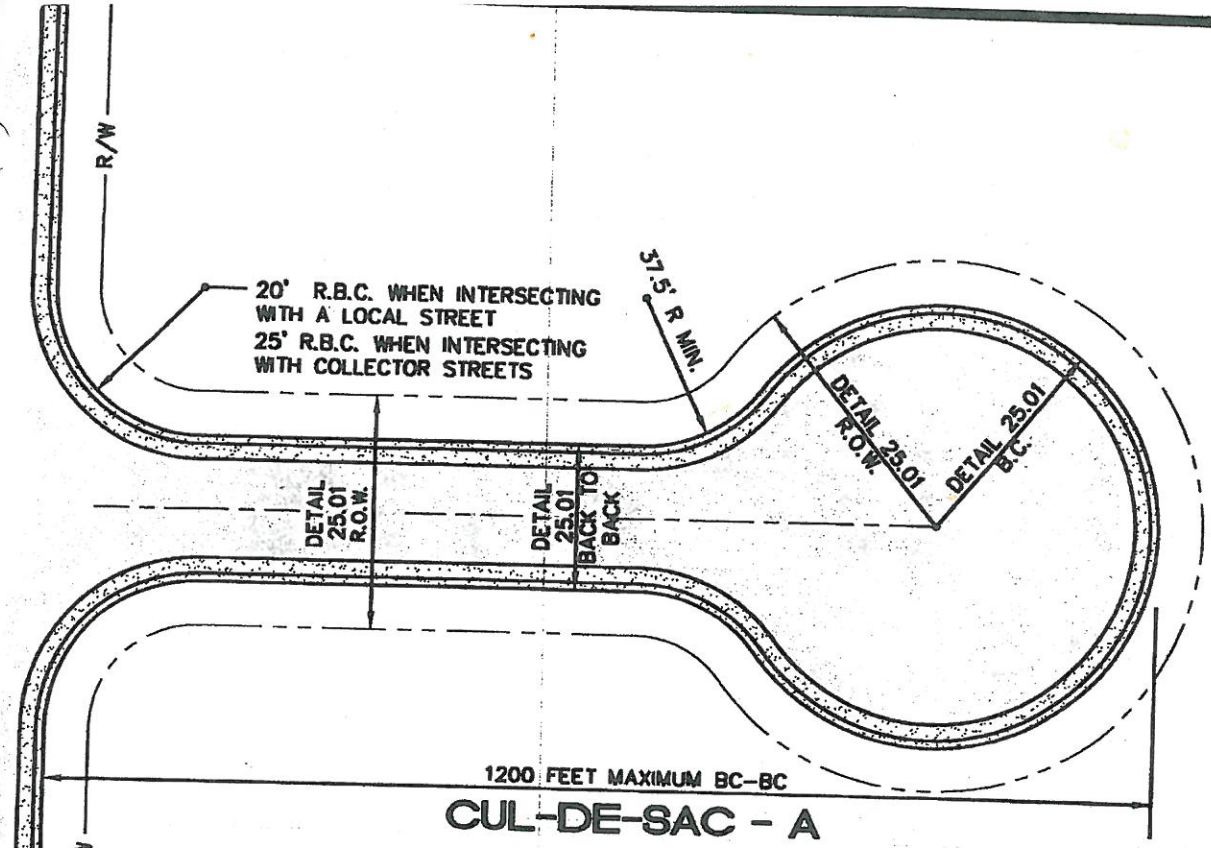
USE WITH THE CITY OF LYNCHBURG STANDARD SPECIFICATIONS ONLY

SCALE: NOT TO SCALE

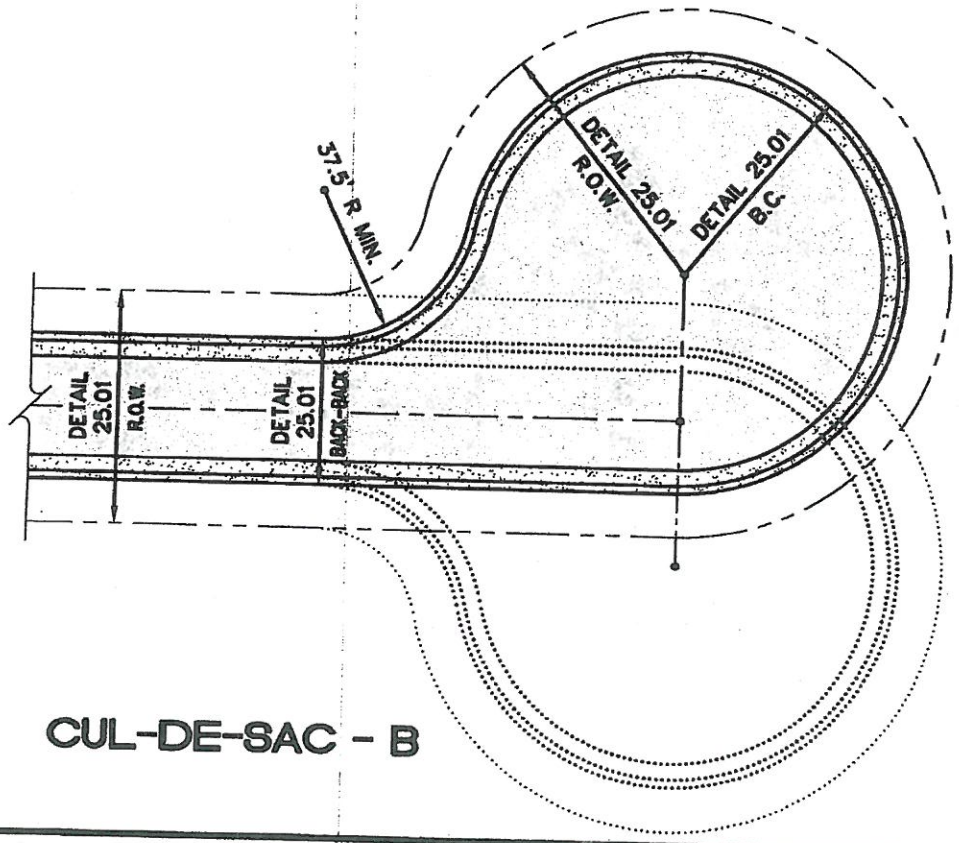
DETAIL # 25.01

REVISION DATE: 11-10-2007

SHEET #: 2 OF 2



CUL-DE-SAC - A



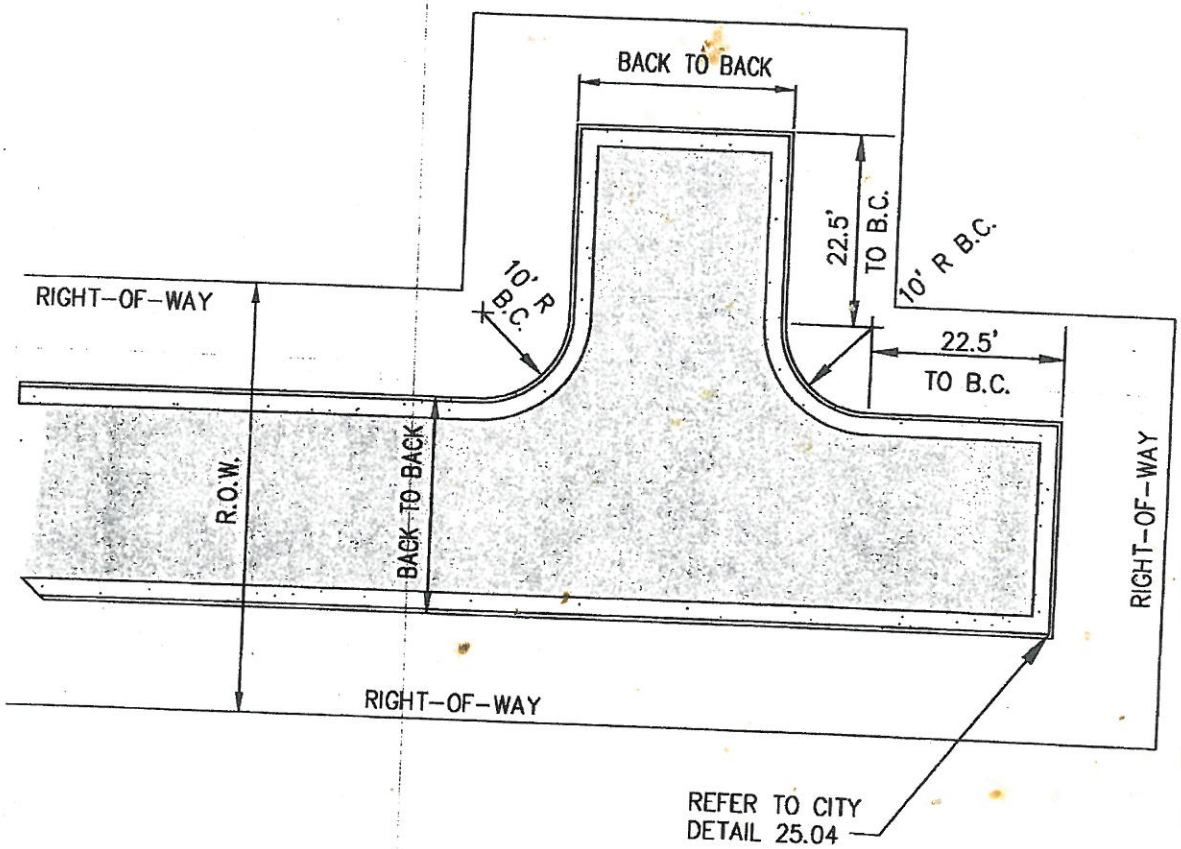
CUL-DE-SAC - B

THE CITY OF LYNCHBURG

CUL-DE-SAC DIMENSIONS

USE WITH THE CITY OF LYNCHBURG STANDARD SPECIFICATIONS ONLY

SCALE:	DETAIL #
NOT TO SCALE	25.02
REVISION DATE:	SHEET #:
11-10-2007	1 OF 2



*HAMMER HEAD

* USE SHALL BE LIMITED TO THE WIDENING OF AN EXISTING ROAD DEAD END WITH <400 ADT WIDTH 40' ROW AND 20' PAVEMENT. USE ONLY WHEN ROW CONDITIONS WILL NOT ALLOW INSTALLATION OF ADEQUATE CUL-DE-SAC A OR B LAYOUT AND **ONLY WITH THE APPROVAL OF THE CITY ENGINEER.**

THE CITY OF LYNCHBURG

CUL-DE-SAC DIMENSIONS

USE WITH THE CITY OF LYNCHBURG STANDARD SPECIFICATIONS ONLY

SCALE:	DETAIL #
NOT TO SCALE	25.02
REVISION DATE:	SHEET #:
11-10-2007	2 OF 2

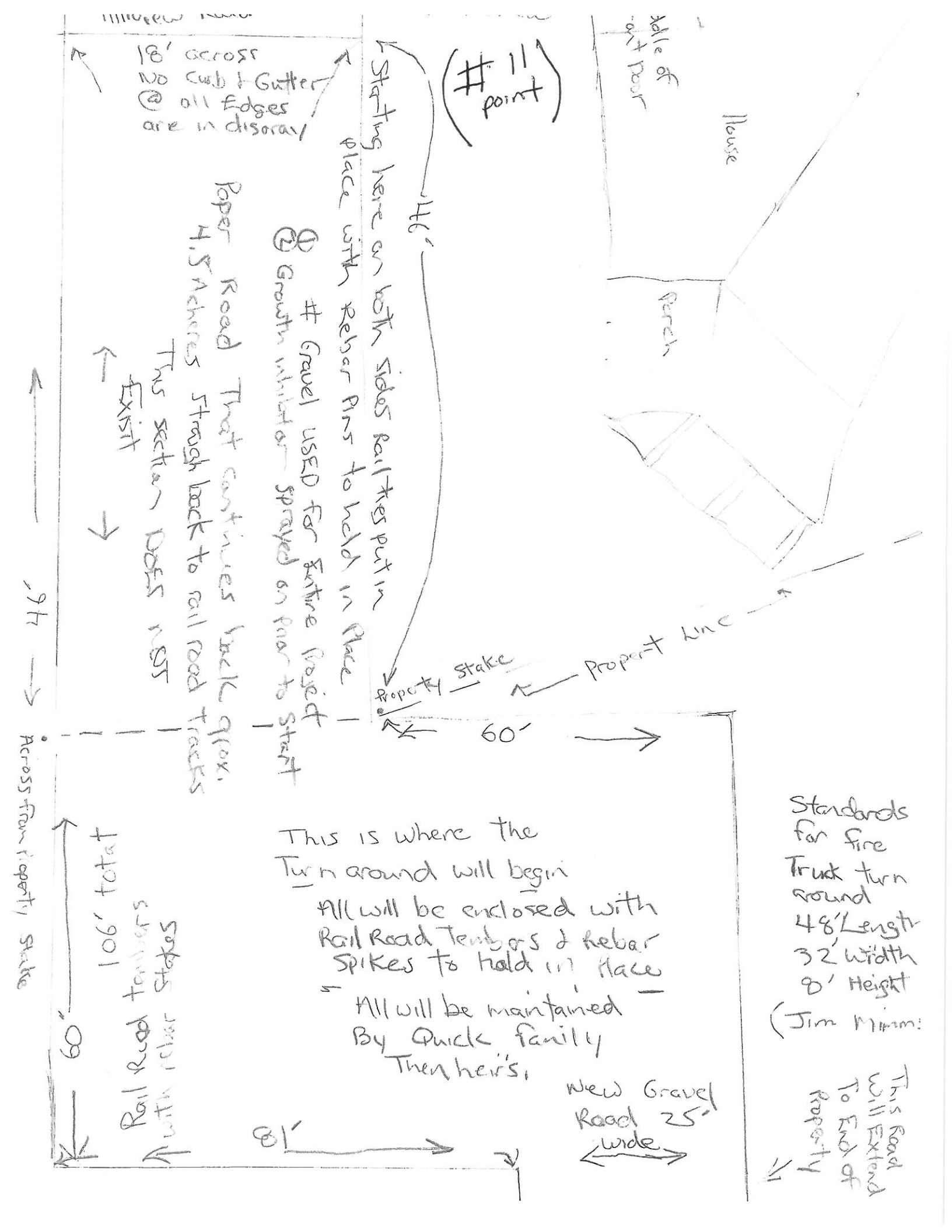
7. Photos

End of Hillview →

18' across

Just Beyond Road End / Past →

Goes back a long ~~flat~~ run

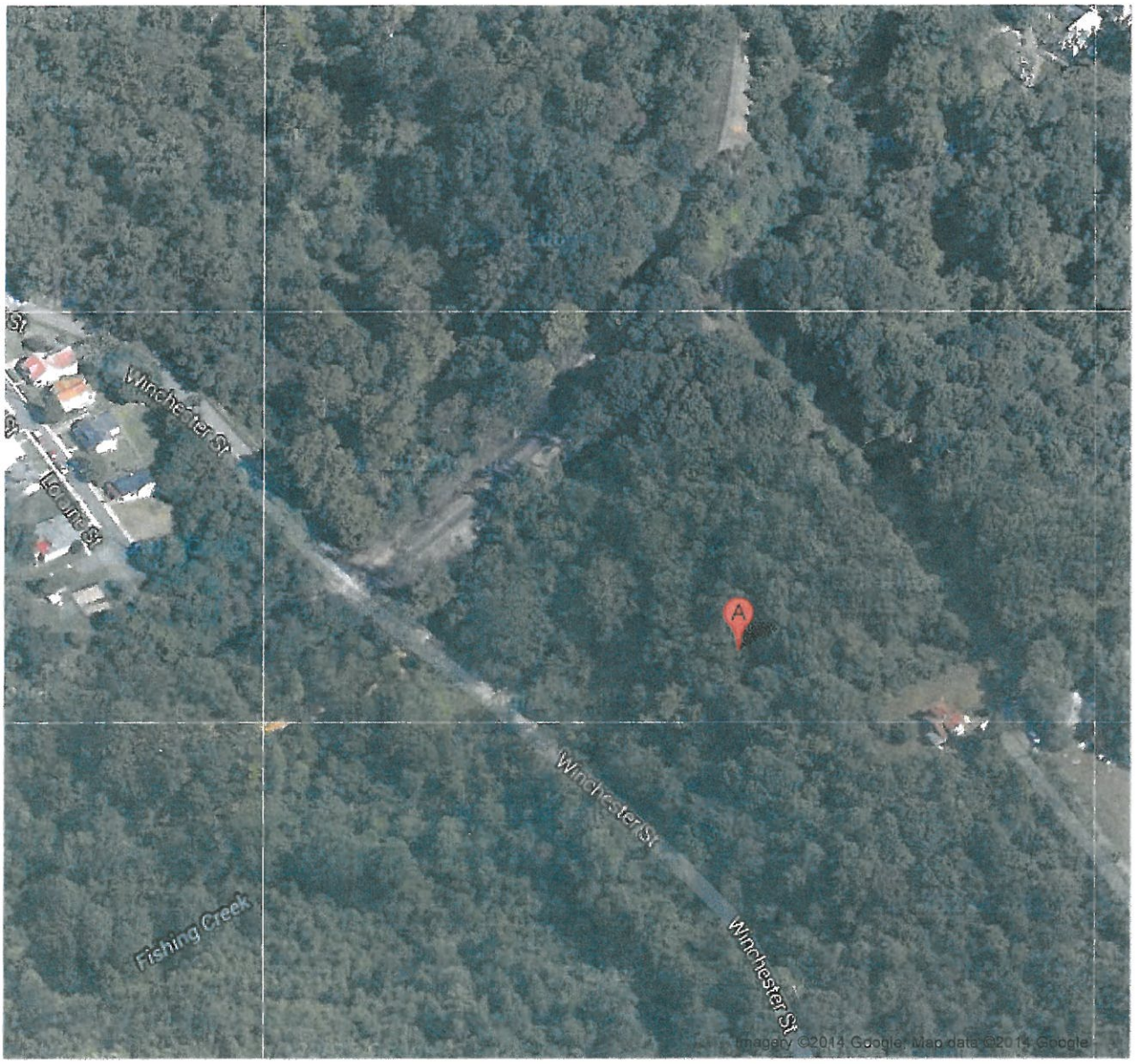


18' across
No Curb & Gutter
@ all Edges
are in disoray
Starting here on both sides Rail ties put in
place with Rebar Pins to hold in Place
(#11 point)
46'
① # Gravel USED for Entire Project
② Growth inhibitor sprayed on prior to start
Paper Road That continues back approx.
4.5 Acheres straight back to rail road tracks
This section DOES NOT
Exist
Property Stake
Property Line
60'
House
Porch
Across from Property Stake
106' total
Rail Road tembers
with rebar Stakes
60'
81'
This is where the
Turn around will begin
All will be enclosed with
Rail Road Tembers & Rebar
Spikes to hold in Place
All will be maintained
By Quick family
Then heir's.
New Gravel
Road 25'
wide
Standards
for fire
Truck turn
around
48' Length
32' Width
8' Height
(Jim Mimm
This Road
Will Extend
To End of
Property

(#12) point

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



The Dream is still Alive

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **August 12, 2014 (PDC)** AGENDA ITEM NO.:

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

ACTION: **X** INFORMATION:

ITEM TITLE: **City Reimbursements to Developers**

RECOMMENDATION:
Discussion of changes to delete from City Code and Policies reimbursements to Developers for public infrastructure installed with developments.
Staff recommends the attached language deleting reimbursements.

SUMMARY:
There are two main areas of reimbursements, residential and commercial, which can be general fund items like curb & gutter and sidewalks, or water and sewer fund items for water and sewer extensions and service connections. The residential reimbursements can sometimes be for individual homeowners or for subdivision developers.

Public Works/Engineering takes the lead in reimbursements which is a carryover from when Utilities was a part of Public Works. Decisions are made for reimbursements from City Code, Chapters 24, 34 & 39, the City of Lynchburg, Manual of Specifications and Standard Details, and the Engineering Policies/Practices for the Extension of Public Improvements. The latter was created after Council Action on January 13, 1976 and revised on August 17, 2001.

Currently, the City reimburses for:

- 50% of cost for Curb and Gutter installed on City residential streets. Can be from individual homeowner or developer of new subdivision. No reimbursement for commercial. **Recommended to change to only allowed for individual homeowners.**
- 50% of cost of sidewalks installed on any City street to promote complete and sustainable streets. **Recommended to delete.**
- 100% of cost of sewer or water mains to get to boundary of new subdivision at rate of 100' per new lot and if economically feasible. **Recommended to delete.**
- 100% of sewer and water service connections within a new subdivision. **Recommended to delete.**
- 50% of sewer and water mains for commercial properties if feasible. **Recommended to delete.**

PRIOR ACTION(S):
April 8, 2014 PDC

FISCAL IMPACT:
Spent on reimbursements from FY 2006 to current: $1.04M Water, $1.4M Sewer, and $2.53M General Fund

CONTACT(S):
Lee Newland – City Engineer – 455-3947
Gaynelle Hart – Public Works Director - 455-4469

Jim Talian – Water Resources Engineer – 455-3953
Greg Poff – Assistant Water Resources Director - 455-4249

ATTACHMENT(S):
City Code recommended changes

REVIEWED BY:

City Contributions to New Infrastructure

Roadway Improvements City Code Subdivision Ordinance

Sec. 24.1-30. Streets.

k) Curbs, gutters and sidewalks: Curbs and gutters are required in accordance with regulations established by the City of Lynchburg, Manual of Specifications and Standard Details. Except where pedestrian traffic is explicitly prohibited, sidewalks are required (i) on at least one (1) side of all streets, (ii) on both sides of streets with a post-development traffic count of greater than six thousand (6,000) vehicles per day. The cost of said curbs, gutters and sidewalks shall be borne ~~fifty (50) percent by the city and fifty (50) percent~~ by the subdivider. ~~Reimbursements shall be in accordance with regulations established by the City of Lynchburg, Manual of Specifications and Standard Details, per the year of origination of the subdivision.~~

City of Lynchburg, Manual of Specifications and Standard Details

3.0 PROCEDURES – ENGINEERING – DESIGN AND CONSTRUCTION

~~3.1 REIMBURSEMENT TO DEVELOPER PROCEDURE~~

~~A. Purpose~~

~~The City provides incentives to developers to offset additional costs associated with developing inside the City. The Engineering Division determines the amount of reimbursement owed to a developer upon completion of the project in accordance with City Code and other applicable policies and agreements.~~

~~B. General Requirements~~

~~Reimbursement Process~~

~~1. Following submittal of proposed development plans (road, water, and sewer (RWS) plans) by the Owner for review and approval by City staff, the City Engineering Division will notify the developer, by letter of the City's incentive program.~~

~~2. The City Engineering Division will estimate reimbursements quantities based on final approved plans and will add the appropriate City costs (Engineering/Inspection/Testing) and present the petition to City Council's Physical Development Committee (PDC) for the approval and authorization of the necessary funds.~~

~~3. Upon completion of the development and acceptance of the petitioned items, the developer shall submit a formal written "Request for Reimbursement" for the accepted items to the City Engineer. The "Request" will include an itemized list or table of each petitioned item, its proposed quantity, and its actual, installed quantity. The Developer must also submit Affidavit of Release of Liens.~~

~~4. The City Engineering Division and City Construction Coordinator will review the "Request" for accuracy. If approved, the "Request" will be processed for payment in accordance with the City Ordinances. No payment will be issued until adequate as-built drawings are received.~~

~~Items of Reimbursement:~~

~~*Curb and Gutter at 50% of the construction cost (up to the City current Annual Services Contract price)*~~
~~*Concrete Sidewalk at 50% of the construction cost (up to the City current Annual Services Contract price)*~~
~~*Water Service Connections at 100% of the construction cost (up to the City current Annual Services Contract price)*~~
~~*Sewer Service Connections at 100% of the construction cost (up to the City current Annual Services Contract price)*~~
~~*Sewer Line to the Boundary of the Subdivision*~~
~~*Water Line to the Boundary of the Subdivision*~~

Sec. 24.1-31. Public water supply and sanitary sewer system required.

Subdivisions of more than five (5) lots shall be served by the city ("public") water and sewer systems.

(a) Sewer and/or water available: Where a public water supply and/or a public sanitary sewer system are (reasonably accessible as defined in Section 24.1-31(c)) the said water supply and/or sanitary sewer system shall be designed and extended to adequately serve all lots within the subdivision, according to the design standards issued by the city. All plans are to be approved by the city.

The cost of installing the sanitary sewer and water system including all appurtenances, ~~except connections and meters,~~ within the subdivision boundaries shall be paid one hundred (100) per cent by the subdivider for the size mains needed to serve the subdivision. The minimum size main shall be as determined by the city. If larger mains are required by the city to serve other areas, then the difference in cost, based on the city's annual bid prices, shall be paid by the city. ~~The city will extend and pay one hundred (100) percent of the cost to provide water and/or sewer lines to the subdivision boundary according to Section 24.1-31(c).~~

Service connections for both water and/or sanitary sewer shall be constructed to each lot within the subdivision. ~~Reimbursements shall be in accordance with regulations established by the City of Lynchburg, Manual of Specifications and Standard Details, per the year of origination of the subdivision. The subdivision plat will contain a notation to the effect that appropriate sewer/water connection and availability fees will be charged by the city at the time of connection to the system.~~

(b) Sewer and/or water not available: Where a public water supply and/or a public sanitary sewer system are not reasonably accessible as defined in Section 24.1-31(c)., the extension of these systems by the subdivider will not be required; ~~however, where the subdivider desires the extension of such systems which exceeds the ratio stated in Section 24.1-31(c) and agrees to pay the additional cost of the extension to the subdivision boundary, then the city shall extend the lines in accordance with Section 24.1-31(a).~~

(c) Water/sewer lines availability defined: Reasonably available water and/or sewer lines are defined as those lines which are economically feasible to extend from water and sewer lines mandated by the 1976 annexation decree and/or other lines previously constructed.

To be economically feasible in a residential subdivision, there must be at least one (1) lot for each one hundred (100) feet of utility line construction. The following are examples of feasibility ratios:

Feet of water/sewer line construction	Required number of Lots
5,000	50
3,000	30
1,000	10
500	5

For extensions to multi-family subdivisions the feasibility ratio would require two (2) dwelling units per one hundred (100) feet of extension. Thus:

Feet of water/sewer line construction	Required number of dwelling units
5,000	100
3,000	60
1,000	20
500	10

(d) Lots in cluster developments including townhouses and condominium: Public water and sewer systems shall serve each individual lot in all cluster developments including townhouses and condominiums. The public system shall be brought to an appropriate location(s) on the property line of the development adjacent to a public right-of-way or through a public easement.

(e) In cases where an obstacle (such as a stream, railroad, or highway crossing, etc.) increases the construction cost beyond twenty (20) percent of the normal distance to dollar ratios, based on the city's annual contract pricing, the subdivider may be required to pay a larger share of the sewer and water facility construction costs as determined by the city's physical development committee. (Ord.

No. O-79-330, § 1, 11-13-79; Ord. No. O-10-034, 4-27-10, eff. 7-1-10)

Sewer Code changes, similar in Water Code

Sec. 34-4. General terms, conditions, and provisions applicable to sewer mains extended or installed with city approval.

(a) Title to any sewer main extensions or service connections within the public right-of-way or requested easements shall vest in the city upon the completion of construction regardless of method of financing.

(b) Where public sewer systems are already installed, replacement or enlargement of the sewer pipes, when deemed necessary by the city, shall be made at the sole cost and expense of the city.

(c) Whenever any person owning property along the line of any sewer main in the city which has been extended, installed or purchased by the city in the preservation of the health and general welfare of the public, or by petition, but without the participation of him or a previous owner of this property, shall desire the sewer service from said main to his premises, he shall be required to do the following:

(1) Fulfill the criteria as outlined under subsection (g) hereof, involving sewer main connections;

(2) Make an additional payment of an availability charge, the purpose of which is to defray in part the cost of providing outfall lines, pumping stations and waste treatment facilities. The availability charges are as follows:

a. Single-family residence:

(i) ~~Where fifty (50) to fifty-nine (59) per cent of the potential customers of the project as determined by the city engineer sign petitions requesting such project, the charge shall be~~ nineteen hundred and fifty dollars ($1,950.00) per connection, ~~for each such petitioner.~~

~~(ii) Where sixty (60) to sixty-nine (69) per cent of said customers sign such petitions, the charge shall be eighteen hundred fifty dollars ($1,850.00) per connection, for each such petitioner.~~

~~(iii) Where seventy (70) to seventy-nine (79) per cent of said customers sign such petitions, the charge shall be seventeen hundred fifty dollars ($1,750.00) per connection, for each such petitioner.~~

~~(iv) Where eighty (80) to eighty-nine (89) per cent of said customers sign such petitions, the charge shall be sixteen hundred and seventy-five dollars ($1,675.00) per connection, for each such petitioner.~~

~~(v) Where ninety (90) to ninety-four (94) per cent of said customers sign such petitions, the charge shall be fifteen hundred and fifty dollars ($1,550.00) per connection, for each such petitioner.~~

~~(vi) Where ninety-five (95) to one hundred (100) per cent of said customers sign such petitions, the charge shall be fourteen hundred and fifty dollars ($1,450.00) per connection, for each such petitioner.~~

b. Multifamily structures and mobile home parks where a single connection is made:

(i) For the first five (5) units, nine hundred and eighty dollars ($980.00) each.

(ii) For the second five (5) units, seven hundred and thirty dollars ($730.00) each.

(iii) For all additional units, four hundred and ninety dollars ($490.00) each.

Separate individual connections to each unit of a multifamily structure or mobile home park will require the same availability charge for each unit as a single-family residential unit. Separate connections serving more than one unit will require the availability charge as specified above in Section 34-4(c)(2)b.

c. Commercial service: Up to two thousand (2,000) square feet of floor space, or if a maximum four (4) inch diameter building sewer is used, the charge shall be nineteen hundred and fifty dollars

($1,950.00). If a connection sewer in excess of four (4) inches in diameter is required, the following charges shall apply:

Availability Charge:	Floor Space
$1,950.00	0 to 2,000 square feet
$2,440.00	2,001 to 10,000 square feet
$3,640.00	10,001 to 20,000 square feet
$6,110.00	20,001 to 35,000 square feet
$9,650.00	35,001 to 99,999 square feet
As determined by city council	100,000 square feet or greater

All availability charges for institutional service shall be as determined by city council on a case-by-case basis.

d. Just prior to the conclusion of each fiscal year, the city manager or his designee shall review all availability charges and connection fees, and recommend to council appropriate charges.

e. All extension agreements and service requests not included in original petitions shall be subject to the maximum prevailing availability charges and connection fees which are in effect at the time such agreement or request is approved by council, irrespective of the number of original petitioners.

(d) Whenever any property abutting a street is without a city sewer main, the owner desiring city sewer service shall be required to sign a petition for extension of sewer mains.

(1) Single-family and multifamily structures and mobile home parks: Upon receipt of said petition signed by at least fifty (50) per cent of the owners representing properties to be served by the sewer main extension, the city shall prepare an estimate for the installation of a sewer main.

Such estimate shall be prepared on the basis that the location, character and size of the extension, and the plans and specifications for the extension, and the materials used in the installation, replacement, maintenance and repair of the extension shall be as specified by the city.

(2) Commercial service: Where the council has determined the petitioned project to be economically feasible to the city, the availability charges set forth in Section 34-4(c)(2)c. shall be applicable.

Where the council has determined that the petitioned project is not economically feasible to the city, the cost of the project will ~~be apportioned by council between the city and the benefitted property owners. The entire non-city portion shall be apportioned by council between the petitioning property owners as their availability charge. Any nonsigning property owner later petitioning for service shall pay the same proportioned share for each connection as the original signers~~ be the responsibility of the property owner or developer.

(e) The owner or occupant of a single-family dwelling or a two-family dwelling that did not have access to city sewer lines prior to the extension of the line, may make arrangements to pay the availability charges in paragraph (c)(2)(a) and the connection charges in paragraph (g) of this section in installments. The city's billings and collections division may enter into a water and sewer service availability fee installment agreement with the owner or occupant of a single-family dwelling or a two-family dwelling under the following conditions:

(1) Only an owner or occupant that actually connects their dwelling to the city's sewer system is eligible to enter into a water and sewer service availability fee installment agreement.

(2) The availability and connection charges and interest must be paid in full within one year.

(3) Interest at the rate of five (5) percent per annum or the interest rate the city was charged for its most recent bond issue, whichever rate of interest is higher, will be charged on the unpaid balance of the availability and connection charges.

(4) Payments will be made on such dates and in such amounts as the billings and collections division, in its discretion, determines are appropriate.

(5) The unpaid balance of the availability and connection charges may be paid in full at any time

without any prepayment penalty.

(6) The water and sewer service availability fee installment agreement cannot be assigned or assumed without the prior written consent of the billings and collections division.

(7) If the owners or occupants fail to make payments in accordance with the water and sewer service availability fee installment agreement, the city may discontinue water service to the property until all arrears for availability and connection fee installment payments due the city are paid in full.

(8) As provided in section 15.2-104 of the Code of Virginia, or any succeeding section, the city will place a lien against the property that is served by the sewer line to secure the payment of the unpaid availability and connection charges.

The installment plan offered by this paragraph is for the benefit of the owners or occupants of single-family dwellings and two-family dwellings and is not available to developers or builders of residential subdivisions, apartments, boarding houses, lodging houses, rooming houses or other multi-family dwellings or to commercial and institutional facilities, or similar housing units.

(f) Sewer main extensions involving industrial development, residential subdivision development of three (3) or more dwelling units per lot, and/or any other planned unit or special development are excepted from this section.

(g) In addition to the previous applicable requirements, whenever any person owning property along the line of any sewer main in the city shall desire sewer service into his premises, he shall execute an agreement known as an "Application for Sewer." In addition thereto, the licensed plumber employed by him shall make written application therefore to the city on forms prescribed for that purpose.

Unless the building sewer, or connection, has been previously installed, the plumber or building contractor shall clearly indicate at the premises by a stake or otherwise the exact location of the building sewer. An applicant for any new connection must make an estimate of the size building sewer needed for all lines greater than four (4) inches in diameter for the particular building in order that the proper size building sewer may be installed to satisfy the demand. Upon approval of the application, payment of certain fixed sewer connection fees must be made as follows:

(1) Four (4) inch diameter house building sewer—one thousand two hundred and ten dollars ($1,210.00).
(2) Larger than four (4) inch diameter building sewer - cost plus 15%;
minimum charge—one thousand three hundred and twenty dollars ($1,320.00).

~~Provided, that when any property owner grants to the city free of cost the right to construct and maintain a sewer across said property owner's property, that property owner shall be granted a credit of one hundred dollars ($100.00) to be applied against the appropriate connection charge for one (1) connection.~~

The city will then install a building sewer leading from the main in the street to the property line, or install a sewer saddle. This requirement also applies to houses formerly occupied by one (1) family, but which are converted into two (2) or more apartments, with a separate sewer connection for each apartment unit. When these requirements are complied with, the city will thereupon issue a permit for the plumber named in the application to make connection with the city's sewer. All such connections and all plumbing work shall conform in all respects to the provisions of the plumbing code of the city.

(h) Residential subdivisions of no more than two (2) dwelling units per lot. For all subdivisions located within the city containing no more than two (2) dwelling units per lot, in addition to the construction of the system within the boundaries of the subdivision by the subdivider pursuant to Section 24.1-31(a) of the city's subdivision ordinance, there shall be paid by the property owner to the city at the time of connection to the system a connection fee (without an easement credit) as required by subsection (g) for each connection, and an availability charge, the purpose of which is to defray in part the cost of providing extension lines, pumping stations and waste treatment facilities, the sum of four hundred dollars ($400.00) per lot; provided, however, that if in any subdivision development any lot is served by a connection directly to lines installed by the city, the availability charges as listed in Section 34-4(c)(2)a, will be paid by the property owner, except, however, that where he or a previous owner of this property participated in the cost of such lines, no availability charge shall be

payable.

(i) The owner or occupant of a single-family dwelling or a two-family dwelling that did not have access to city sewer lines at the time it was constructed, may make arrangements to pay the availability charges in paragraph (c)(2)(a) and the connection charges in paragraph (g) of this section in installments. The city's billings and collections division may enter into a water and sewer service availability fee installment agreement with the owner or occupant of a single-family dwelling or a two-family dwelling under the following conditions:

(1) Only an owner or occupant that actually connects their dwelling to the city's sewer system is eligible to enter into a water and sewer service availability fee installment agreement.

(2) The availability and connection charges and interest must be paid in full within one year.

(3) Interest at the rate of five (5) percent per annum or the interest rate the city was charged for its most recent bond issue, whichever rate of interest is higher, will be charged on the unpaid balance of the availability and connection charges.

(4) Payments will be made on such dates and in such amounts as the billings and collections division, in its discretion, determines are appropriate.

(5) The unpaid balance of the availability and connection charges may be paid in full at any time without any prepayment penalty.

(6) The water and sewer service availability fee installment agreement cannot be assigned or assumed without the prior written consent of the billings and collections division.

(7) If the owners or occupants fail to make payments in accordance with the water and sewer service availability fee installment agreement, the city may discontinue water service to the property until all arrears for availability and connection fee installment payments due the city are paid in full.

(8) As provided in Section 15.2-104 of the Code of Virginia, or any succeeding section, the city will place a lien against the property that is served by the sewer line to secure the payment of the unpaid availability and connection charges.

The installment plan offered by this paragraph is for the benefit of the owners or occupants of single-family dwellings and two-family dwellings and is not available to developers or builders of residential subdivisions, apartments, boarding houses, lodging houses, rooming houses or other multi-family dwellings or to commercial and institutional facilities, or similar types of housing units. (Code 1959, § 29-6.3; Ord. of 6-14-77; Ord. of 8-8-78; Ord. of 5-22-79; Ord. No. O-81-153; § 1, 6-23-81; Ord. No. O-83-145, § 1, 6-28-83; Ord. No. O-87-265, § 1, 11-24-87, eff. 1-1-88; Ord. No. O-89-280, § 1, 10-10-89, eff. 1-1-90; Ord. No. O-00-017, 1-25-00; Ord. No. O-01-182, 9-25-01; Ord. No. O-02-186, 10-8-02; eff. 2-3-03; Ord. No. O-03-051, 3-11-03, eff. 1-1-04; Ord. No. O-04-030, 3-9-04, eff. 1-1-05; Ord. No. O-06-036, 4-11-06, eff. 7-1-06; Ord. No. O-06-103, 8-8-06; Ord. No. O-07-046, 4-10-07, eff. 7-1-07; Ord No. O-08-046, 4-8-08, eff. 7-1-08; Ord. No. O-13-039, 3-26-13)

Sec. 34-4.1. Availability charge for city sewer service.

Those business firms which may be designated a "qualified business firm" pursuant to the provisions of Chapter 22, Title 59.1, of the Code of Virginia, 1950, as amended, (the Urban Enterprise Zone Act,) shall be allowed to pay the availability charge imposed by Section 39-26 as follows: Commencing with the second anniversary date of the submission of the city's registered bill in the amount of the availability charge, twenty-five (25) per cent thereof will be due and annually thereafter on such anniversary date an additional twenty-five (25) per cent will be due until the charge is paid in full. (Ord. No. O-84-172, § 1, 6-26-84, eff. 7-1-84)