THE CITY OF LYNCHBURG COUNCIL MEETING

CITY COUNCIL AGENDA

City Council Meeting - 7:30 p.m.
Council Chamber | City Hall, 900 Church Street, Lynchburg, VA 24504

IV. Invocation — Vice Mayor Wright

V. Recognitions

- Proclamation – Drinking Water Week
- Proclamation – Gary Christie Retirement
- Proclamation – Rev. Carl Hutcherson, Jr. Retirement

VI. Consent Agenda

A) Consideration of adopting Ordinance #O-22-024 to release surplus funds received by the City from the delinquent tax sale of 1119 Wise Street to Robert L. Crews, Sr., the prior sole owner of that property.

B) Consideration of adopting Resolution #R-22-029 appropriating $50,000 of the FY 2023 Reserve for Contingencies for use by the City Manager.

C) Consideration of approving the minutes from the February 4, 2022 City Council retreat.

D) Consideration of approving the minutes from the February 8, 2022 City Council meeting.

VII. Public Hearing

7) Hold a public hearing to receive citizen input regarding appointments to vacancies that will exist June 30, 2022, in School Board Districts I, II, III.

8) Consideration of introducing Resolution #R-22-___ amending the FY 2022 Operating and Capital Budgets and appropriating or rescinding funds to reflect the FY 2022 Third Quarter Detail by Fund.

9) Consideration of adopting Ordinance #O-22-___ granting a franchise to Freedom Aviation, Inc., to construct, manage, and operate a new aircraft maintenance/storage hangar and office facility.

VIII. Public Comment

***Public Comment Addendum will be posted separately after the citizen sign-up deadline of Friday at noon preceding the Council meeting.*

IX. General Business

10) Consideration of adopting Ordinance #O-22-___ approving the comprehensive agreement for the design and construction of a new police headquarters and to approve the acquisition of property.

11) Second Reading on the adoption of the FY 2023 Budget:

A) Consideration of adopting Ordinance #O-22-___ approving a method for returning surplus Real Estate Tax revenues to taxpayers during the 2023 Fiscal Year.

B) **Second Reading**: Consideration of adopting Resolution #R-22-025 appropriating the FY 2023 General Fund Operating Budget (excluding Discretionary External Service Providers).

C) **Second Reading**: Consideration of adopting Resolution #R-22-026 appropriating the FY 2023 Discretionary External Service Providers Budget.

D) **Second Reading**: Consideration of adopting Resolution #R-22-027 approving FY 2023 Operating Fund Budgets for all other funds and appropriating the sums of each fund.

E) **Second Reading**: Consideration of adopting Resolution #R-22-028 approving the FY 2023 – FY 2027 Capital Improvement Program.

// An additional meeting of the Council of the City of Lynchburg was held on the 4th day of February, 2022, at 10:00 A.M. at the Academy Center of the Arts, MaryJane Dolan, President, presiding. The following Members were present at the retreat:

Present: MaryJane Dolan, Beau Wright, Jeff Helgeson, J. Randy Nelson, Treney Tweedy, Sterling A. Wilder 6

Absent: Chris Faraldi 1

// Mr. John Martin, CEO and Managing Partner, and Ms. Rachel Yost, Managing Partner, both of Southeast Institute of Research (SIR), the firm hired to conduct the retreat, provided Council with an overview of proposed events of the day:

- Review 6 Roles of Highly Effective City Councils
- Conduct a SWOT– Internal and External Forces (Trends)
- Based on this Situation Review – Create a Strategic Perspective
- Values, Vision, and Framework
- Look at Current Topics Through this Strategic Perspective
- Outline Next Steps

Mr. Martin discussed the retreat goals:

- Objective: Learn about and inspire a strategic perspective to shape the future of Lynchburg.
- Alignment: Arrive at a consensus perspective on the current state.
- Engagement: Ensure all Councilmembers' voices are heard.
- Action: Arrive at clear next steps to advance a strategic perspective.

// Mr. Martin led the Council in a group exercise entitled, "Using a Strategic Perspective to Prioritize and Make Short-Term Decisions". Separated into three groups of two, Mr. Martin asked Council to choose two topics among each group of importance to Councilmembers from the following categories: taxes, compensation, infrastructure, safety, education, upward mobility, environment, branding, and partnerships. He then asked each group to consider the following questions as it pertains to each of the topics:

> "What should Lynchburg (all stakeholders) do to strategically address this topic area in a way that reinforces our story as a great place for young people and young families?"

> "How should City Council provide strategic leadership in this topic area?"

Councilmembers then collectively discussed their priorities for the City and organization as it pertains to the upcoming budget based on the group exercise. Council chose to focus their efforts in the following areas: Public Safety, Infrastructure, Lifelong Learning, Economic Development, and Quality of Life.

// The meeting adjourned at 4:00 p.m.

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Clerk of Council

// A regular meeting of the Council of the City of Lynchburg was held on the 8th day of February, 2022, at 4:00 P.M. in the 2nd Floor Training Room, City Hall, MaryJane Dolan, President, presiding. The following Members were present:

Present: MaryJane Dolan, Beau Wright, Jeff Helgeson, J. Randy Nelson, Treney Tweedy, Sterling A. Wilder, Chris Faraldi 7

Absent: 0

// In the matter of Budget, Agenda Item #1, Deputy City Manager Dr. Reid A. Wodicka and Chief Financial Officer Ms. Donna Witt presented the FY 2023 – 2027 Capital Improvement Plan which consisted of 95 projects, 32 of which were newly-added to the five-year plan. The presentation did not include Water, Sewer, Stormwater, Fleet, or Airport Projects. The presentation was informational only and staff will request approval at the February 22, 2022 City Council meeting. Council was encouraged to submit any questions via the online submission form.

Councilmember Helgeson asked Council to consider not funding some of the new, General Fund ARPA-funded projects like the Ivy Creek Innovation Park site developments, the pedestrian waste receptacle replacements, and some parks and recreation projects and instead fund the police headquarters. City Manager Mr. Wynter C. Benda replied that the list of projects was reflective of what all seven Councilmembers said was important to each of them.

Councilmember Nelson stated that having interest from existing businesses in the Ivy Creek Innovation Park to expand and are ready and willing to occupy the pad-ready sites would be refreshing. He asked if the $125,000 donated by a private citizen for the Riverfront Park Improvements Project was part of an in-kind match or if these were actual funds the City anticipates to collect from a private citizen? Dr. Wodicka replied that the Kiwanas group have already raised the funds for the playground at Riverfront Park.

Councilmember Tweedy stated that national manufacturing companies who have the potential to employee a lot of people are the types of clients looking for pad-ready sites and the city is at a deficit. She stated that the projects that staff are proposing are projects she has heard the community say they want.

Councilmember Wilder stated that these projects promote high quality of life for citizens and helps maintain the city's infrastructure.

// In the matter of Personal Property Tax, Agenda Item #2, Mr. Mitch Nuckles, Commissioner of the Revenue, made a presentation regarding the 2022 Personal Property Tax Assessment. Due to the shortage of new vehicles as a result of the economic impacts of COVID-19, vehicles have appreciated in value, rather than depreciating from the prior year's assessed value based on the data received from the National Automobile Dealers Association (NADA) pricing guide. This valuation guide is used by every locality in the Commonwealth of Virginia. The City of Lynchburg will realize approximately a 30% increase in the assessed value of vehicles based on this guide, resulting in a higher tax levy to current vehicle owners. Understanding City Council's priorities, the Commissioner explored possible options to lower the tax burden for Lynchburg citizens for this unprecedented appreciation in vehicle values. The recommended action is to reduce the ratio used against the assessed value (according to the NADA pricing guide) from 100% to 75% to calculate the personal property tax levy, and is provided for in the Code of Virginia. Mr. Nuckles stated if there is Council support for the recommendation, the item will be brought back to the February 22, 2022 City Council meeting for a vote.

Vice Mayor Wright asked if there are any downstream consequences to this proposal. Mr. Nuckles replied that with the addition of the sunset clause, Council will not have to act to lower the rate again after one year.

Councilmember Faraldi asked staff to give reasoning on why Council would not want to discuss adjusting the rate annually. Mr. Nuckles replied that Council would also have to adjust the business equipment rate because the rate cannot exceed the vehicle rate. If the vehicle rate is lowered, then the business equipment rate would also have to be lowered. Councilmember Faraldi asked if the sunset clause should be aligned with assessment years. City Manager Mr. Wynter C. Benda advised that if the state of the economy were to change, Council would have to revert back.

// In the matter of Redistricting, Agenda Item #3, Mr. Kent White, Director of Community Development, and Mr. Tom Martin, City Planner, provided updates to Council questions from the January 25, 2022 meeting on redistricting along with an overview of the tools available to assist with drawing ward boundaries. Four base maps, labeled options A-D, were provided as a starting point for Council discussion.

Councilmember Faraldi asked staff to bring back the population variance between each scenario, going forward.

Councilmember Helgeson stated that Scenario D is based on census tracks and not based on where citizens currently vote and would be the most disruptive to adopt. He asked for Scenario D be removed from consideration and Council agreed by a general consensus. He stated that he liked Scenario C if the process was starting from square one, however, Scenario A provided the less amount of disruption to citizens overall.

Councilmember Nelson stated that he liked Scenario C because it follows all of the mandated criteria; it is aligned with the census boundaries; it has no more than a 5% plus or minus population variance; the Wards are contiguous; it maintains traditional neighborhoods; and it joins several neighborhoods, that have similar backgrounds, into the same Wards.

Vice Mayor Wright stated that he has not had any constituent reach out to say that they are unhappy with how their Ward is drawn, so he is excited to get to the public hearing section of the process. He is disinclined to change anything that would result in confusion for voters.

Councilmember Wilder encouraged citizens to reach out to their Council representatives and weigh in on each Scenario.

Councilmember Tweedy stated as an at-large representative, she would like to hear from citizens on their thoughts about the proposed scenarios.

Council decided to work out another Scenario labeled “Scenario D (new)” following major thoroughfares that staff will prepare and distribute alongside Scenario’s A, B, and C for public input.

// In the matter of Roll Call, Agenda Item #4, Councilmember Nelson asked staff to look into a citizen inquiry regarding leaf pick-up on Link Road. Councilmember Wilder thanked Public Works staff for going above and beyond with helping a citizen with a neighborhood complaint who recently suffered the loss of her husband. Mayor Dolan stated that she was in favor of utilizing the 2nd Floor Training Room for Work Sessions.

// The meeting was recessed at 6:47 p.m.

// City Council reconvened the meeting at 7:30 p.m. in the Council Chamber, City Hall. The following members were present:

Present: MaryJane Dolan, Beau Wright, Jeff S. Helgeson, J. Randy Nelson, Treney Tweedy, Sterling A. Wilder, Chris Faraldi 7

Absent: 0

Councilmember Faraldi gave the Invocation, followed by the Pledge of Allegiance.

// In the matter of Recognitions, Mayor Dolan recognized two members of the Mayor's Youth Council who were in attendance; Mr. Aiden White, a Senior at Heritage High School, and Mr. Dylan White, a Sophomore at Heritage High School.

// In the matter of the Consent Agenda Item A, Council conducted a second reading and adopted Resolution #R-22-005 amending the FY 2022 City/Federal/State Aid Fund budget and appropriating $33,650 for the preservation of several records. On motion of Vice Mayor Wright, seconded by Councilmember Wilder, Council by the following recorded vote approved the motion:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of the Consent Agenda Item B, Council conducted a second reading and adopted Resolution #R-22-006 amending the FY 2022 City/Federal/State Aid Fund budget and appropriating $20,768 to aid in youth affected by the COVID-19 pandemic. On motion of Vice Mayor Wright, seconded by Councilmember Wilder, Council by the following recorded vote approved the motion:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of the Consent Agenda Item C, Council conducted a second reading and adopted Resolution #R-22-007 amending the FY 2022 City/Federal/State Aid Fund budget and appropriating $42,532 for the purchase of two (2) Power Pro stretchers for the Fire Department. On motion of Vice Mayor Wright, seconded by Councilmember Wilder, Council by the following recorded vote approved the motion:

Ayes:	Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi	7
Noes:		0

// In the matter of Consent Agenda Items D and E, minutes from the November 9, 2021 and November 16, 2021 Council meetings, respectively, were previously pulled from the agenda to vote on at the next Council meeting.

// In the matter of Planning, Agenda Item #5, a public hearing was held and Council considered the adoption of Ordinance #O-22-012 approving the rezoning of four tenths (0.4) of an acre at 3629 Fort Avenue. Council was previously briefed on this item during its January 25, 2022 Business Item Briefings.

The petitioner, Ms. Megan Shields of True Healing Massage, was in attendance and made a presentation to Council. She stated that the two complaints heard from the Planning Commission were concerns about the changes to the neighborhood and the type of business in general. She explained that currently, the house sits vacant and the business will make cosmetic improvements to the existing building. She addressed the second complaint by stating the business has waivers to avoid certain types of behavior.

There was no one to speak in favor. Ms. Cari Ross spoke in opposition through an email sent previously to the Clerk of Council; her concerns were a) using a residential home as a business when there is a perceived housing shortage, b) a lack of adequate parking, c) the potential devaluing of the other homes in the neighborhood by adding a business next door.

Ms. Shields offered a rebuttal and explained there was enough parking in the driveway of the home for about seven vehicles and there was additional on-street parking near the property. She also stated that the home sat vacant for over a year when she began working with the seller.

Mayor Dolan closed the public hearing and the matter rested with Council.

Councilmember Helgeson asked if there was a way to go about this development without rezoning, specifically if a conditional use permit could be issued in lieu of rezoning. Mr. Tom Martin, City Planner, replied that no, in order to have a massage therapy business with the number of employees they're proposing, a rezoning to B1 is the only way it can be achieved. He also commented that the Planning Commission and Planning Division thought that given the proximity of this house to other businesses, it would be a natural transition. Councilmember Helgeson asked to table the ordinance to garner more input from neighbors. He stated his concerns over the consequences the neighborhood would face if this home was rezoned, that eventually other homes in the neighborhood would follow suit, eroding the character of the neighborhood.

Vice Mayor Wright stated that he understood the "slippery slope" argument, but he is comfortable with the petition brought forward and made the motion to approve the ordinance.

Councilmember Tweedy seconded the motion, stating a small business would be compatible for that area given how close it is to the road and how other businesses surround the building.

Councilmember Faraldi asked that based on feedback he has seen, would Council be allowed to oppose a petition based on the type of business. City Attorney Mr. Matthew Freedman replied that Council could oppose a rezoning if there was proof or reason to believe that the type of business that would be located in the area would not be consistent with the businesses that were there, or if it may affect the safety and the welfare of the citizens in that particular location. Council could not oppose a rezoning simply because they did not like the type of business. Councilmember Faraldi asked staff to explain a comment made at the Planning Commission meeting about a digital sign. Mr. Martin explained that digital signs are not permitted in a B1 District and therefore would not be a concern.

Councilmember Nelson stated that this particular property is basically isolated and he did not think that rezoning the property would start a commercialization creep into the neighborhood. He stated that parking is a moot point because there is parking in the back of the property and on the street. He stated that he can't in good faith oppose the petitioner.

Mayor Dolan stated that she is in support of the petition because the property is isolated from the neighborhood.

With no other discussion from Council, the following vote was recorded:

Ayes:	Dolan, Wright, Nelson, Tweedy, Wilder, Faraldi	6
Noes:	Helgeson	1

// In the matter of Schools, Agenda Item #6, Council conducted its first reading of Resolution #R-22-013 amending the FY 2022 General Fund budget and appropriating $2,347,404 from the unexpended FY 2021 Schools Operating Fund appropriations for transfer to the FY 2022 Schools Operating Fund and to the FY 2022 Schools Capital Fund. Council was previously briefed on this item at its January 25, 2022 Business Item Briefings.

Councilmember Tweedy asked staff to explain why mobile classrooms are still being utilized. Mr. Steve Gatzke, Lynchburg City Schools (LCS) Senior Director for Finance and Operations, stated that this unit has outlived its useful life and needed to be replaced and that it is mainly resource classes being taught in these units. Councilmember Tweedy asked if it was being used due to lack of space in the actual school building for the classes. Mr. Gatzke replied that there is not a lot of room for an addition on the existing building and that an addition would be very expensive.

Councilmember Wilder asked how many classrooms are in the mobile unit; two, Mr. Gatzke replied.

Councilmember Nelson asked why there were funds to replace the chillers at Sandusky Elementary School when the long-range projection calls for that school to be rebuilt. Mr. Gatzke responded that the funds cover the replacement of a chiller that is nonfunctioning. Councilmember Nelson asked why there was funding to replace the plumbing at Sandusky Elementary School in the same year the school is slated to be rebuilt. Mr. Gatzke replied that the line item is a placeholder in the event the school is not rebuilt.

Councilmember Tweedy asked how many vacant classrooms total there are in the elementary schools? Mr. Gatzke replied that it really depends; there are some classrooms in some schools that are under capacity and some classrooms in other schools that are over capacity. Councilmember Tweedy stated that she wanted the community to understand that consolidation is a much larger conversation than just closing down schools.

Councilmember Helgeson stated that he is not in favor of this; he does not think it's fiscally responsible to fix equipment in buildings that will be torn down in the near future. He would like to look into consolidating some of these buildings.

Vice Mayor Wright stated that the line items in the request are to further the quality of in-person learning. He stated that the Return to Fund Balance agreement disincentivizes the schools from spending their full allocation so that they may use the funds for one-time capital costs that largely the City would otherwise have to pay. He made the motion to approve the resolution. Councilmember Wilder seconded the motion.

Councilmember Tweedy stated that the City own's the buildings and have a responsibility for their upkeep.

Councilmember Faraldi stated that he is wary to commit significant funds to these buildings if they will be replaced in the near future. He would like to first see the facility study before committing these funds.

Ms. Donna Witt, Chief Financial Officer, stated that the funds for the Sandusky Elementary School indicated on the spreadsheet are a part of the CARES funding and have already been appropriated. There are no projects for that school in the Return to Fund Balance.

With no other discussion from Council, the following vote was recorded:

Ayes:	Dolan, Wright, Nelson, Tweedy, Wilder	5
Noes:	Helgeson, Faraldi	2

// On motion of Councilmember Wilder, seconded by Vice Mayor Wright, Council, by the following recorded vote, elected to hold a closed meeting to discuss the settlement of pending litigation involving the City and the Lynchburg Police Department; and to discuss an appointment to the Lynchburg Community Action Group Board of Directors, pursuant to Section 2.2-3711(A)(7) and Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended.

With no discussion from Council, the following vote was recorded:

Ayes:	Dolan, Wright, Helgeson, Nelson, Tweedy, Faraldi	6
Noes:	Wilder	1

Councilmember Wilder noted that he voted 'no' by mistake.

// The meeting was reopened to the public.

// Councilmember Helgeson made the following motion:

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

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

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by Council.

The motion was seconded by Councilmember Wilder, and Council, by the following recorded vote, adopted the motion:

Ayes:	Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi	7

Noes: 0

// On motion of Councilmember Helgeson, seconded by Councilmember Wilder, Council by the following recorded vote appointed the following members to the respective boards and commissions:

Lynchburg Community Action Group: Trae Watkins– unexpired term ending December 31, 2022.

As Chief Executive Officer of Lynchburg Community Action Group, Councilmember Tweedy abstained from the vote. With no other discussion, Council approved the appointment with the following recorded vote:

Ayes: Dolan, Wright, Helgeson, Nelson, Wilder, Faraldi 6

Noes: 0

Abstain: Tweedy 1

// The meeting adjourned at 9:59 p.m.

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Clerk of Council

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **April 26, 2022**			AGENDA ITEM #: **7**
CONSENT:	REGULAR: **X**	WORK SESSION:	CLOSED SESSION:
ACTION**: X**	INFORMATION:		(Confidential)

ITEM TITLE: **Public Hearing – School Board Appointments**

RECOMMENDATION: Conduct a public hearing to receive citizen input regarding appointments, or reappointments, to vacancies that will exist June 30, 2022, in School Board Districts I, II, III.

SUMMARY: Section §22.1-50 of the Code of Virginia and Section §32-16 of the City Code provide that within thirty days preceding July 1st of each year, City Council shall appoint a successor for each school board member whose term expires on June 30th of that year. Section §22.1-29.1 of the Code of Virginia requires City Council to hold a public hearing on school board appointments at least seven days prior to making the appointments. It also provides that no nominee or applicant whose name has not been considered at a public hearing can be appointed to the school board.
City Council can choose to either continue the public hearing by laying the item over to the first meeting in May, or close the public hearing at the April 26th meeting. After the public hearing(s), Council will conduct a closed meeting(s) to consider all candidates and review the applications filed with the Clerk of Council to determine those individuals to interview.

PRIOR ACTION(S): According to Section §22.1-29.1 of the Code of Virginia, notice of the public hearing must be given at least ten days prior to holding the public hearing. Notice of the public hearing was duly advertised in *The News and Advance* on April 14, 2022.

FISCAL IMPACT: N/A

CONTACT(S): Alicia L. Finney, Clerk of Council, (434) 455-3990

ATTACHMENT(S): School Board Appointment List

REVIEWED BY: raw

064A

LYNCHBURG CITY SCHOOL BOARD

APPOINTMENT LIST | April 26, 2022 City Council Meeting

School District 1

Mr. James Porter
Mr. Clifton Reed
Ms. Ashley Reich
Ms. Brandy Gibbs
Mr. Anthony Andrews
Ms. Mary Wieberg
Dr. Justin Hensley
Mr. Elliott Clifton

School District 2

Dr. Veronica McCue
Ms. Letitia Lowery
Dr. Martin Day
Ms. Erin Cruz

School District 3

Dr. Jason Fleshman
Mr. John Miska
Mr. Gary Woodson

Revised: April 21, 2022
Revised: April 25, 2022

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **April 26, 2022** AGENDA ITEM #: **8**

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

ITEM TITLE: FY 2022 Third Quarter Adjustment

RECOMMENDATION: Following a public hearing, adopt a resolution amending the FY 2022 Operating and Capital Budgets and appropriating or rescinding funds to reflect the FY 2022 Third Quarter Detail by Fund in Attachment A.

SUMMARY: In March, staff began the normal review of FY 2022 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. Attachment A provides proposed expenditure and revenue adjustments based on the third quarter review.

The General, City/Federal/State Aid, Forfeited Assets, Children's Services Act (CSA), Regional Juvenile Detention Home, Sewer, Airport, City Capital Projects, Schools Capital Projects, Sewer Capital Projects, and Airport Capital/Grant Projects Fund are amended to reflect the FY 2022 Third Quarter Adjustments.

PRIOR ACTION(S):
June 8, 2021: City Council, Adoption of the FY 2022 Operating and Capital Budgets
October 12, 2021: City Council, First Quarter Adjustments
April 12, 2022: City Council, Council Work Session - Business Item Briefing

FISCAL IMPACT: As noted on Attachment A **REVISED**

CONTACT(S): Donna Witt, Chief Financial Officer, 455-3968

ATTACHMENT(S):
- Resolution
- Attachment A: FY 2022 Third Quarter Adjustments – Summary and Detail **REVISED**

REVIEWED BY: MMB WCB

069A

RESOLUTION:

BE IT RESOLVED That the FY 2022 Adopted Budget is amended and funds are appropriated or rescinded to reflect the Third Quarter Adjustments as identified in Attachment A in the General, City/Federal/State Aid, Forfeited Assets, Children's Services Act (CSA), Regional Juvenile Detention Home, Sewer, Airport, City Capital Projects, Schools Capital Projects, Sewer Capital Projects, and Airport Capital/Grant Projects Fund.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

****REVISED****
ATTACHMENT A

FY 2022 Third Quarter Adjustment
SUMMARY BY FUND

	Expenditures	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance
GENERAL FUND	$1,602,399 ~~$1,623,749~~	278,939	$1,323,460 ~~$1,344,810~~
CITY/FEDERAL/STATE AID FUND	117,363	117,363	0
FORFEITED ASSETS FUND	30,343	30,343	0
CHILDREN'S SERVICES ACT (CSA) FUND	920,000	668,840	251,160
REGIONAL JUVENILE DETENTION HOME FUND	124,489	124,489	0
CITY CAPITAL PROJECTS FUND	413,856	348,856	65,000
SCHOOLS CAPITAL PROJECTS FUND	(1,500,000)	(1,500,000)	0
SEWER FUND	2,001,909	501,909	1,500,000
SEWER CAPITAL PROJECTS FUND	1,500,000	1,500,000	0
AIRPORT FUND	1,837,122	1,837,122	0
AIRPORT CAPITAL/GRANT PROJECTS FUND	5,094,590	1,044,590	4,050,000
RISK MANAGEMENT FUND	894,146	894,146	0
FLEET FUND	88,483	88,483	0
TOTALS	**$13,124,700** ~~**$13,146,050**~~	**$5,935,080**	**$7,189,620** ~~**$7,210,970**~~

FY 2022 Third Quarter Adjustment Details

****REVISED****
ATTACHMENT A

Department/Division	Amount	Source of Funding: Additional Revenues	Source of Funding: Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
GENERAL FUND				
Circuit Court Clerk	18,728	18,728		Appropriate additional Technology Trust Funds (TTF) fully reimbursable from the Supreme Court of Virginia.
Commonwealth's Attorney **ADDED**	7,000		7,000	Appropriate funds to hire an hourly Body Worn Camera temp through the end of June.
Fire	5,000		5,000	Appropriate funds from the Fire Training Center (FTC) Reserve for building maintenance and renovation.
Fire	23,000		23,000	Appropriate funds from the Partners in Emergency Response (PIER) Reserve for rescue training and to purchase jackets for Technical Rescue Team (TRT) members.
Human Services - Juvenile Services	237,100		237,100	Appropriate additional funds for the Lynchburg Detention Center per diem.
Human Services - Social Services	39,211	39,211		Appropriate additional federal funds received for Adult Protective Services.
Human Services - Social Services	156,000	156,000		Appropriate funds received for additional Adoption Subsidy mandated maintenance payments fully reimbursable by State and federal, no local match.
Parks and Recreation	4,000		4,000	Appropriate funds for additional water/sewer charges needed to open the Miller Park Pool for the 2022 summer season.
~~Registrar~~ **REMOVED** Per Registrar there will not be a June Primary.	~~14,350~~		~~14,350~~	~~Appropriate funds for projected expenses associated with the primary election to be held. Mailing a notice of primary election to be held per election law, temporary staffing for precincts, and early voting and training for new electronic pollbooks which is required by law when equipment changes.~~
Registrar **REMOVED** Per Registrar there will not be a June Primary.	~~14,000~~		~~14,000~~	~~Appropriate funds for mailing notices due to election law requiring notice of congressional line changes due to redistricting.~~
Sheriff's Office	16,000		16,000	Appropriate funds for an increase in Sheriff's Office rent due to a new contract.
TRANSFERS				
Transfer from Fire - General Fund Operating Budget to Fire Grants - City/Federal/State Aid Fund	17,454		17,454	*Transfer from Fire - General Fund Operating Budget to Fire Grants - City/Federal/State Aid Fund* to appropriate funds for a new award for the Virginia Department of Fire Programs Live Fire Training Structure grant.

Department/Division	Amount	Source of Funding: Additional Revenues	Source of Funding: Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Transfer from Fire - General Fund Operating Budget to Fleet Fund	88,483		88,483	*Transfer from Fire - General Fund Operating Budget to Fleet Fund* to appropriate funds moving two full-time staff as well as maintenance costs for Fire fleet.
Transfer to Public Works - Snow and Ice Removal Operating Budget from City Capital Projects Fund	65,000	65,000		*Transfer funds to Public Works - Snow and Ice Removal Operating Budget from City Capital Projects Fund* to appropriate funds from the Snow, Street, and Bridge Reserve to cover personnel and contractor expenses associated with snow removal above the Adopted FY 2022 Snow and Ice Removal Operating budget.
Transfer from Poverty Initiative - General Fund Operating Budget to Temporary Assistance for Needy Families (TANF) Grants - City/Federal/State Aid Fund	31,277		31,277	*Transfer from Poverty Initiative - General Fund Operating Budget to Temporary Assistance for Needy Families (TANF) Grants - City/Federal/State Aid Fund* to appropriate poverty initiative funds to cover FY 2020 TANF grant expenditures for which the City is not able to receive reimbursement from the State.
Transfer from General Fund Operating Budget to Risk Management Fund	894,146		894,146	*Transfer from General Fund Operating Budget to Risk Management Fund* to appropriate funds to restore and set-up a reserve for deductible, additional general fund self insurance payment due to legal fees and settlements, and funds for restructuring.
****REVISED** GENERAL FUND Total**	**1,602,399** ~~1,623,749~~	**278,939**	**1,323,460** ~~1,344,810~~	

CITY/FEDERAL/STATE AID FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Commonwealth's Attorney	5	5		Appropriate additional funds to true-up the amount for the VSTOP grant in-kind match; actual is $20,155.
Fire	98	98		Appropriate additional funds for Fire Funding Entitlement funds FY 2021 allocation; actual allocation updated to $287,991.
Fire	38,849	38,849		Appropriate funds for a new award for the Virginia Department of Fire Programs Live Fire Training Structure grant; total award $56,303.
Transfer to Fire Grants - City/Federal/State Aid Fund from Fire - General Fund Operating Budget	17,454	17,454		*Transfer to Fire Grants - City/Federal/State Aid Fund from Fire - General Fund Operating Budget* to appropriate funds for a new award for the Virginia Department of Fire Programs Live Fire Training Structure grant; total award $56,303.
Human Services - Social Services	5,000	5,000		Appropriate funds received from the Federal Government for an adoption incentive allocation.

Department/Division	Amount	Source of Funding: Additional Revenues	Source of Funding: Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Transfer to Temporary Assistance for Needy Families (TANF) Grants - City/Federal/State Aid Fund from Poverty Initiative - General Fund Operating Budget	31,277	31,277		*Transfer to Temporary Assistance for Needy Families (TANF) Grants - City/Federal/State Aid Fund from Poverty Initiative - General Fund Operating Budget* to appropriate poverty initiative funds to cover FY 2020 TANF grant expenditures for which the City is not able to receive reimbursement from the State.
Public Works	24,680	24,680		Appropriate funds received for the annual award from the Virginia Department of Environmental Quality for litter prevention and recycling, includes $18,680 in non-competitive funding and $6,000 in competitive grant funds.
CITY/FEDERAL/STATE AID FUND Total	**117,363**	**117,363**	**-**	

FORFEITED ASSETS FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Police Department	30,343	30,343		To appropriate Asset Forfeiture revenues received.
FORFEITED ASSETS FUND Total	**30,343**	**30,343**	**-**	

CHILDREN'S SERVICES ACT (CSA) FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Children's Services Act (CSA)	420,000	305,340	114,660	Appropriate funds received for Foster Care Maintenance, Enhanced Maintenance, and Independent Living Maintenance.
Children's Services Act (CSA)	500,000	363,500	136,500	Appropriate funds received for Private Day School education.
CHILDREN'S SERVICES ACT (CSA) FUND Total	**920,000**	**668,840**	**251,160**	

REGIONAL JUVENILE DETENTION HOME FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Detention	25,000	25,000		Appropriate funds for COVID related expenses and medical expenses for residents.
Detention	99,489	99,489		Appropriate additional funds for the Community Placement Program, fully funded by Department of Juvenile Justice.
REGIONAL JUVENILE DETENTION HOME FUND Total	**124,489**	**124,489**	**-**	

CITY CAPITAL PROJECTS FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Parks and Recreation	31,625	31,625		Appropriate funds received from the Rutherford Street lease for parks amenities per the lease agreement.
Public Works - Engineering	105	105		Appropriate Urban Construction Initiative (UCI) interest.

FY 2022 Third Quarter Adjustment Details

REVISED

ATTACHMENT A

Department/Division	Amount	Source of Funding: Additional Revenues	Source of Funding: Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Public Works - Engineering	45,203	45,203		Appropriate additional federal funds awarded by VDOT for the Graves Mill Road Adaptive Signal System project.
Public Works - Engineering	271,923	271,923		Appropriate additional federal funds awarded by VDOT for the Kemper Street Bike and Pedestrian Improvements project.
Transfer from City Capital Projects Fund to Public Works - Snow and Ice Removal Operating Budget	65,000		65,000	*Transfer from City Capital Projects Fund to Public Works - Snow and Ice Removal Operating Budget* to appropriate funds from the Snow, Street, and Bridge Reserve to cover personnel and contractor expenses associated with snow removal above the Adopted FY 2022 Snow and Ice Removal Operating budget.
CITY CAPITAL PROJECTS FUND Total	**413,856**	**348,856**	**65,000**	

SCHOOLS CAPITAL PROJECTS FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Schools	(1,500,000)	(1,500,000)		Rescind appropriations for bond funds not expended for the Sandusky Elementary School project included in the FY 2019 Capital Improvement Program.
SCHOOLS CAPITAL PROJECTS FUND Total	**(1,500,000)**	**(1,500,000)**	**-**	

SEWER FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Sewer	501,909	501,909		Appropriate funds received from Bedford Regional Water Authority associated with a sale of sewer interceptor capacity beginning with entry point at Ivy Creek Division and connecting interceptors downstream. Sale amount of interceptor capacity was based on replacement costs less depreciation.
Transfer from Sewer Fund to Sewer Capital Projects Fund Budget	1,500,000		1,500,000	*Transfer from Sewer Operating Fund to Sewer Capital Projects 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 40% of the subsequent year's budgeted operating expenditures.
SEWER FUND Total	**2,001,909**	**501,909**	**1,500,000**	

SEWER CAPITAL PROJECTS FUND

Department/Division	Amount	Additional Revenues	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
Transfer to Sewer Capital Fund from Sewer Fund Budget	1,500,000	1,500,000		*Transfer from Sewer Operating Fund to Sewer Capital Projects 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 40% of the subsequent year's budgeted operating expenditures.
SEWER CAPITAL PROJECTS FUND Total	**1,500,000**	**1,500,000**	**-**	

FY 2022 Third Quarter Adjustment Details

****REVISED****
ATTACHMENT A

Department/Division	Amount	Source of Funding: Additional Revenues	Source of Funding: Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance	Purpose
AIRPORT FUND				
Airport	1,837,122	1,837,122		Appropriate funds for general Airport Management consultant services ($18,550); planned gradual shift to contracted custodial services ($50,000); for new American Rescue Plan Act (ARPA) grants received through Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant process ($1,768,572). Also adjusting budgeted revenues. *Transfer to Airport Operating Fund from Airport Capital/Grant Projects Fund Budget* to appropriate funds for 80% State funding for non-recurring maintenance/ repair/equipment purchases; $400,000.
AIRPORT FUND Total	**1,837,122**	**1,837,122**	**-**	
AIRPORT CAPITAL/GRANT PROJECTS FUND				
Airport Capital/Grant Projects	4,694,590	1,044,590	3,650,000	Appropriate additional funds for Mid-Field Apron Rehab, North GA Development Area, and Terminal Sustainability Upgrades projects including additional federal funding ($1,044,590) for North GA Development Area and Mid-Field Apron Rehab projects.
Transfer from Airport Capital/Grant Projects Fund to Airport Operating Fund Budget	400,000		400,000	*Transfer from Airport Capital/Grant Projects Fund to Airport Operating Fund Budget* to appropriate funds for 80% State funding for non-recurring maintenance/ repair/equipment purchases.
AIRPORT CAPITAL/GRANT PROJECTS FUND Total	**5,094,590**	**1,044,590**	**4,050,000**	
RISK MANAGEMENT FUND				
Transfer to Risk Management Fund from General Fund Operating Budget	894,146	894,146		*Transfer to Risk Management Fund from General Fund Operating Budget* to appropriate funds to create a reserve for the deductible, additional general fund self insurance payment due to legal fees and settlements, and funds for restructuring.
RISK MANAGEMENT FUND Total	**894,146**	**894,146**	**-**	
FLEET FUND				
Transfer to Fleet Fund from Fire - General Fund Operating Budget	88,483	88,483		*Transfer to Fleet Fund from Fire - General Fund Operating Budget* to appropriate funds moving two full-time staff as well as maintenance costs for Fire fleet.
FLEET FUND Total	**88,483**	**88,483**	**-**	

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **April 26, 2022** AGENDA ITEM #: **9**

REGULAR: **X** WORK SESSION: CLOSED SESSION (Confidential):
ACTION: **X** INFORMATION:

ITEM TITLE: Freedom Aviation Franchise Public Hearing/Ordinance

RECOMMENDATION: Hold a public hearing and where appropriate, adopt the attached franchise ordinance.

SUMMARY: Freedom Aviation has been operating as a fixed base operator (FBO) and tenant at Lynchburg Regional Airport (LYH) since acquiring Falwell Aviation in 2011. In 2014, Freedom Aviation purchased the airport's other FBO, Virginia Aviation, and was subsequently awarded a separate lease by City Council effective October 1, 2015. Since that time, Freedom Aviation has operated under two separate agreements: the original 20-year, six-month Falwell Aviation franchise agreement with an expiration of December 2027 and a revised Virginia Aviation lease set to expire in June 2023. Consequently, in order to consolidate its operations and to accommodate growing demand for its aviation services, Freedom Aviation desires to expand its aeronautical facilities through the construction of a new 19,600 square-foot aircraft hangar at LYH, while combining its current facilities contained in its two existing agreements under one franchise ordinance. This Franchise consists of two terms; Term One is 20-year, six months for certain facilities (shown in the presentation) and Term Two is for 5 years with a 5-year option for the remaining facilities. Based on the terms proposed under the franchise, Virginia law requires advertising for bids and a public hearing before voting on whether to adopt the franchise and grant proposed.

The Lynchburg Regional Airport Commission has been briefed throughout the negotiation process and has expressed its support; a formal recommendation to City Council regarding the proposed franchise ordinance was adopted at its meeting on April 18, 2022.

PRIOR ACTION(S): March 22, 2022: A Business Item Briefing (BIB) was held during City Council's Work Session
April 18, 2022: The Lynchburg Regional Airport Commission formally recommended adoption
April 26, 2022: A bid will be reviewed and if appropriate accepted by City Council during the Work Session

FISCAL IMPACT: As noted

CONTACT(S): Andrew La Gala, Airport Director, (434) 455-6089

ATTACHMENT(S):

- Ordinance with exhibits

REVIEWED BY: raw

070A

AN ORDINANCE GRANTING A FRANCHISE TO FREEDOM AVIATION, INC., TO CONSTRUCT, MANAGE AND OPERATE A NEW AIRCRAFT MAINTENANCE/STORAGE HANGAR AND OFFICE FACILITY, AND TO MANAGE AND OPERATE OTHER EXISTING AIRCRAFT HANGARS, OFFICES, THE GENERAL AVIATION PASSENGER TERMINAL, AND RELATED FACILITIES AT LYNCHBURG REGIONAL AIRPORT

WHEREAS, the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City", owns and operates LYNCHBURG REGIONAL AIRPORT, hereinafter referred to as the "Airport", located at 350 Terminal Drive, Campbell County, Virginia; *and*

WHEREAS, Freedom Aviation, Inc., a Virginia corporation, hereinafter referred to as the "Franchisee", is engaged in the business of providing aeronautical services at the Airport as a Fixed Base Operator (FBO); *and*

WHEREAS, the Franchisee wishes to construct a 19,600 square foot aircraft hangar at the Airport to increase its ability to provide aeronautical services as an FBO at the Airport, and to incorporate other existing facilities on the Premises under lease with the City into this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

ARTICLE I – GRANT

Subject to the terms, provisions, and covenants of this Ordinance, the Franchisee is hereby granted the right, privilege, authority, and franchise to 1) construct, manage, and operate a 19,600 square foot aircraft maintenance/storage hangar at the Airport and 2) manage and operate other existing aircraft hangars, maintenance and office complexes, training classrooms, the General Aviation Passenger Terminal, and related facilities as contained in Article III(A) and Article III(B) of this Ordinance for the purpose of providing aeronautical services as a Fixed Base Operator (FBO) at the Airport. **At all times, including but not limited to, after termination or expiration of the franchise granted by this Ordinance, title to any and all improvements or facilities on the Premises, whether fully or partially completed, including those constructed by the Franchisee at the Airport and/or the Premises (e.g., the new 19,600 square foot hangar), shall be and remain exclusively with the City.** The new 19,600 square foot hangar shall be constructed in accordance with all applicable building codes and regulations, the Airport's Minimum Operating Standards for Aeronautical Services or Activities, and all reasonably applicable workman-like standards. It shall be the Franchisee's responsibility to apply for and obtain all permits and licenses necessary for the construction of new facilities, buildings, or structures at the Airport.

Nothing herein shall be construed as granting the Franchisee any exclusive rights for aeronautical activity at the Airport, nor preventing the City from creating, modifying, and enforcing any "minimum standards" which would be applicable to all firms or individuals providing goods, services, or engaging in commercial or non-commercial activity at the Airport.

ARTICLE II – TERM

The Franchisee's use of the Airport shall be subject to two separate terms, shown as follows:

A. **Term 1**. This term applies to that certain portion of the Airport described in Article III(A) of this Ordinance, and shall be for a period of twenty (20) years and six (6) months, beginning on May 1, 2022, and ending on October 31, 2042.

B. **Term 2**. This term applies to that certain portion of the Airport described in Article III(B) of this Ordinance, and shall be as follows:

1. **Initial Term**. The initial term shall be for a period of five (5) years, beginning on May 1, 2022, and ending on April 30, 2027.

2. **Extension of Franchise**. At the end of the initial term, the City and the Franchisee shall have the option of renewing for a second five (5) year term, beginning on May 1, 2027. The City and the Franchisee, if renewal is mutually desired under such terms and conditions mutually agreed upon by the same, shall negotiate in good faith to accomplish the same.

ARTICLE III – AIRPORT PROPERTY PROVIDED TO FRANCHISEE

A. **Term 1**. The City does hereby let and provide unto the Franchisee, solely for the period stated in Term 1 above, the following facilities and building site at the Airport:

1. An aircraft hangar, consisting of 15,800 square feet known as Hangar #17 (old Hangar #8), as shown on **Exhibit A**.

2. An aircraft maintenance shop area and office complex, consisting of 15,134 square feet known as Building #18 (old AP212), as shown on **Exhibit A**.

3. An aircraft hangar, consisting of 13,320 square feet known as Hangar #19 (old Hangar #7), as shown on **Exhibit A**.

4. An aircraft hangar, consisting of 13,200 square feet known as Hangar #21 (old Hangar #9), as shown on **Exhibit A**.

5. A 45,600 square foot building site on which the Franchisee will construct a new 19,600 square foot aircraft hangar to be known as Hangar #16 and located adjacent to Hangar #17, as shown on **Exhibit A**.

B. **Term 2.** The City does hereby let and provide unto the Franchisee, solely for the period stated in Term 2 above, the following facilities and buildings at the Airport:

1. The aircraft storage hangar consisting of 10,000 square feet known as Hangar #6 (old Hangar #4), as shown on **Exhibit B**.

2. A training classroom building consisting of 1,275 square feet known as Building #8 (old AP210), as shown on **Exhibit B**.

3. The tin storage hangar consisting of 5,600 square feet known as Hangar #9 (old Hangar #2), as shown on **Exhibit B**.

4. The General Aviation Terminal Building, including its public use space, offices, and related facilities consisting of 4,465 square feet known as Building #11, as shown on **Exhibit B**. **The Franchisee shall operate and manage the public use portions of the General Aviation Terminal Building for the purpose of providing aviation services for the general aviation**

community and for the benefit of the public.

5. The maintenance hangar complex consisting of 12,000 square feet and attached office consisting of 2,400 square feet together known as Hangar #25 (old Hangar #5), as shown on **Exhibit B**.

The Franchisee may also use the public aircraft ramp and public vehicle parking areas adjacent to the above buildings, as shown on **Exhibit C,** as permitted by the Airport Director.

The word "Premises", when used in this Ordinance, shall be deemed to refer to all of the aforementioned hangars, facilities, buildings, sites, the training classroom, the aircraft maintenance area and office complex, the General Aviation Terminal Building, and be defined by a boundary line extending 25 feet from each structure, including the approximate dimension of the future Hangar #16 building site as shown by the boundary line depicted on Exhibit A.

The Franchisee's use and possession of the Premises during the franchise granted by this Ordinance is subject to a right of entry reserved to the City to conduct inspections and any other rights herein reserved to the City with respect to the Premises.

The Franchisee will have the right of quiet enjoyment and possession for use of the Premises, subject to the terms, covenants, and provisions in this Ordinance, but title to the Premises, including all facilities constructed thereon, shall always remain exclusively with the City. **Unless otherwise permitted in this Ordinance or by the written approval of the Airport Director, the Franchisee does NOT have the authority to use any other property or facilities not identified under this Article.**

ARTICLE IV – SCOPE OF SERVICES TO BE OFFERED BY THE FRANCHISEE

The Franchisee shall provide Fixed Base Operator (FBO) services at the Airport in accordance with all applicable FBO requirements as contained in the *Airport Minimum Standards for Aeronautical Services or Activities* (Minimum Standards), as approved by Lynchburg City Council on August 10, 2004, updated by the Lynchburg Regional Airport Commission on November 20, 2017, and approved by the City Manager on December 6, 2017, or the most current version as amended, with the exception that the sharing with another authorized FBO (or FBOs) of the required fuel storage tanks under Section IV(L)(3) of the Minimum Standards shall be permitted. In the event of a conflict between this Ordinance and the Minimum Standards, then this Ordinance shall be controlling. In the event of a conflict as to the required scope of services, then the Minimum Standards shall control.

ARTICLE V – FINANCIAL PROVISIONS

The Franchisee shall pay rent for use of the Premises and the franchise privileges granted by this Ordinance. All payments shall be made payable to the City of Lynchburg, Virginia, made without notice or demand, and made at the Airport Director's Office at the Airport, 350 Terminal Drive, Suite 100, Lynchburg, VA 24502.

A. **Rent for facilities described under Article III(A) of this Ordinance.**

Rent for the **Hangars and Maintenance/Office Complex** described under **Article III(A)(1,2,3)** of this Ordinance, as shown on **Exhibit A**, shall be made according to the following schedule:

1. Beginning May 1, 2022, the Franchisee shall pay the City a sum of SEVENTEEN THOUSAND THREE HUNDRED SEVENTY-FIVE AND 50/100 DOLLARS ($17,375.50), and pay the same on or before the 15th day of every month thereafter, through April 30, 2023.

2. Beginning May 1, 2023, the Franchisee shall pay the City a sum of TWENTY-FOUR THOUSAND TWO HUNDRED TWELVE AND 75/100 ($24,212.75), and pay the same on or before the 15th day of every month thereafter, through April 30, 2024.

3. Beginning May 1, 2024, the Franchisee shall pay the City a sum of THIRTY-ONE THOUSAND FIFTY AND 00/100 DOLLARS ($31,050.00), and pay the same on or before the 15th day of every month thereafter, through the remainder of Term 1. However, beginning May 1, 2025, and on the first day of May of each year thereafter, monthly rent shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

Rent for a **Hangar and Hangar Building Site** described under **Article III(A)(4,5)** of this Ordinance and as shown on **Exhibit A** shall be made according to the following schedule:

4. Hangar #21, as described in **Article III(A)(4)** of this Ordinance and shown on **Exhibit A**, beginning on May 1, 2022, the Franchisee shall pay the City a sum of ONE THOUSAND TWENTY-FIVE AND 00/100 DOLLARS ($1,025.00), and pay the same on or before the 15th day of every month thereafter through December 31, 2027. Beginning January 1, 2028, the Franchisee shall pay as rent for the use of Hangar #21, as described in Article III(A)(4) of this Ordinance, as shown on Exhibit A, the sum of SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($7,600.00) and pay the same on or before the 15th day of every month thereafter throughout the remainder of Term 1. Beginning on May 1, 2023, and on the first day of May each year thereafter, the rent shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

5. As rent for the 45,600 square foot building site for the new 19,600 square foot hangar (#16) described in **Article III(A)(5)** of this Ordinance, shown on **Exhibit A**, beginning on May 1, 2022, the Franchisee shall pay the City a sum of ONE THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($1,900.00), and pay the same on or before the 15th day of every month thereafter throughout the remainder of Term 1. Beginning on May 1, 2023, and on the first day of May each year thereafter, the rent shall be adjusted in accordance with the U.S. Bureau of

Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

B. **Rent for facilities described under Article III(B) of this Ordinance.**

For those facilities described under **Article III(B)** of this Ordinance, shown on **Exhibit B**, beginning on May 1, 2022 the Franchisee shall pay the City a sum of TWENTY THOUSAND NINETY-FIVE AND 92/100 DOLLARS ($20,095.92) and pay the same on or before the 15th day of every month thereafter, through the remainder of Term 2. Beginning on May 1, 2023, and on the first day of May of each year thereafter, the rent shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

C. **Fuel Flowage Fee.**

The Franchisee shall pay the City a per gallon Fuel Flowage Fee of nine cents (9¢) per gallon, or the prevailing fee as may be adjusted by the City from time to time, for all fuel sold and/or pumped *except* for scheduled airline aircraft, military aircraft, or contract into plane fuel sales to other FAR Part 121 or Part 135 airline or airfreight aircraft that are on file with the Airport Director's office and subject to a separate landing fee based on aircraft weight and collected by the Airport Director.

D. **Landing and Parking Fees.**

For landing fees for general aviation aircraft engaged in commercial operation at the Airport, the Franchisee shall pay the City 75% of all net receipts derived from such landing fees. The provisions of this section shall not apply to any aircraft the City determines are subject to landing fees based upon Aircraft Landed Weight, and the City will bill and collect any landing fees directly for such aircraft. For parking fees imposed by the Airport for aircraft parking on public-use ramps (non-airline terminal) consistent with Airport Policy Advisory #1301 dated November 20, 2013, the Franchisee shall pay the City 75% of all net receipts derived from such parking fees.

E. **Late Payments.**

If any of the fees and rents due under this Ordinance are not paid within ten (10) days of the due date, the Franchisee shall pay the City a five percent (5%) late penalty on the amount of such delinquent payment, which penalty shall at once become due and payable. In addition, the Franchisee shall pay the City interest, at a rate equal to the prime lending rate as quoted in the Wall

Street Journal on the due date for such delinquent payment, on the delinquent payment and applicable penalty. Such interest shall begin on the day following the due date for such delinquent payment and applicable penalty, and all interest shall be calculated on a 365-day year. In the event it becomes necessary for the City to institute legal proceedings to collect any of the rent, fees, penalty, interest, or other charges payable under this Ordinance, the non-prevailing party shall pay all reasonable and necessary expenses incurred by the prevailing party in such legal proceedings, including reasonable attorney's fees.

ARTICLE VI – USE AND MAINTENANCE OF THE PREMISES

A. The Franchisee shall use the Premises for and in accord with Section III (FBOs – General Requirements) and Section IV (FBOs – Required Minimum Standards) of the *Airport Minimum Standards for Aeronautical Services or Activities* dated August 10, 2004, updated by the Lynchburg Regional Airport Commission on November 20, 2017, and approved by the City Manager on December 6, 2017 (or comparable sections applicable to FBOs as contained in any future amended version), except for certain fuel storage requirements as specified in Article IV - (Scope of Services to be Offered by the Franchisee) of this Ordinance, and any other for-profit aeronautical activities as permitted by the Minimum Standards, including all application and approval procedures as outlined in the Minimum Standards.

1. **Other Uses.** The Franchisee shall not use the Premises for non-aeronautical purposes without the prior written consent of the Airport Director and the FAA. Such consent shall not be given if the FAA determines that such non-aeronautical use does not conform to the Airport's ALP and FAA's revenue use provisions. The Franchisee may not use the Premises for aviation-related activities other than those referenced in Article IV of this Ordinance, unless the Franchisee has met the requirements of the Airport's Minimum Standards and obtained the prior written consent of the Airport Director.

2. **Unsafe Activities and Materials.** The Franchisee shall not introduce into or onto the Premises, or any other part of the Airport, any equipment, materials, conditions, and/or activities which would be unsafe, detrimental to the public, or which would detrimentally affect the ability of others to utilize the Airport's facilities. In addition, the Franchisee shall give immediate notice to the City in case of fire or accident occurring on or about the Premises, and of any damage and/or injury occurring there to any person, property, and/or equipment.

3. **Appearance of Premises.** The Franchisee shall keep the Premises in neat condition and good order.

4. **Minimize Impact**. The Franchisee shall conduct its operations in an orderly and proper manner so that it will not unreasonably annoy, disturb, or interfere with others conducting business or other operations on or near the Airport. The Franchisee shall take all reasonable measures to keep the sound level of its operations as low as reasonably possible, particularly during hours of darkness.

5. **Aircraft Engine Run-Ups**. Aircraft maintenance run-ups shall be limited to a predetermined location on the Airport and specific hours as approved by the Airport Director.

B. **Subleases.** The Franchisee may sublet suitable portions of the Premises to aircraft owners, aeronautical operators, or Specialized Aircraft Service Operators (SASOs) consistent with the requirements of the Airport's Minimum Standards. The renting of hangar space for individual aircraft customers, however, shall not constitute a sublease unless dedicated hangar space is under the exclusive control of a lessee. Where such subleases would affect the general public in any way, as determined by the City, then such subleases shall be approved in writing by the Airport Director.

C. **Additions and Alterations**. The Franchisee shall have the right, within the terms of this Ordinance, to make alterations, attach fixtures, and erect additions and structures in or upon the Premises upon advance written approval of the Airport Director. Such alterations, fixtures, and additions will become the property of the City upon the termination or expiration of the franchise granted by this Ordinance. It is understood that while it shall be the right of the City to enlarge or improve the Premises leased hereunder, there shall be no duty or obligation upon the City to do so under the terms, provisions, and covenants of this Ordinance.

D. **Illumination.** The Franchisee shall maintain the existing lighting around the interior and exterior of the Premises to ensure the safe operation of equipment and passage of persons. The City shall be responsible for all roadway and parking lot lighting in public areas.

E. **Utilities**. The Franchisee shall arrange for all heating, sewer, gas, water, electricity, telephone, and/or other utility services which may arise from the Franchisee's use of the Premises and shall purchase utilities directly from the respective supplier. If required by the City or utility agencies as a condition of said services, the Franchisee shall install standard metering devices for the measuring of such services. In the event it shall become necessary to make changes upon the Premises, or within the structures covered by this Ordinance, such as wiring, plumbing, or similar installations, as a condition of the continuance of utility services, and the Franchisee desires to continue such services, the Franchisee shall promptly make such changes in installations, as directed and required by the utility organizations. The City shall have the right, without compensation to the Franchisee, to install and maintain in, on, or across the Premises, sewer, water, gas, electric, telephone lines, electric substations, street widening or other installations necessary to the operation of the Airport, or to service the other tenants of the Airport. All utilities required by the Franchisee pursuant to this subsection shall be at the sole expense of the Franchisee, and the Franchisee shall be responsible for obtaining all necessary permits or licenses for the installation, repair, or relocation of such utilities.

F. **Snow and Ice.** The Franchisee shall promptly remove snow and ice from the Premises.

G. **Signs**. Prior to the erection, construction, or placing of any identifying sign(s) on the Premises, the Franchisee shall obtain the written approval of the Airport Director. The Franchisee shall submit to the Airport Director such drawings, sketches, design dimensions, including the type, number, and character of the sign(s) and the proposed means of attachment, as is necessary to obtain such approval.

H. **General Privileges**. The City grants the Franchisee the following general Airport privileges, uses, and rights in common with others, subject to the terms, provisions, and covenants set forth herein:

1. **Common Areas.** The Franchisee will be permitted the non-exclusive right to use in common with others now or hereafter duly authorized, any and all air navigation facilities which now or have been or may hereafter be provided by the City, federal, or state governments, for the generality thereof, the landing field, the runways, aprons, taxiways, floodlights, landing lights, signals, beacons, aids to navigation, and other conveniences for the flying, landing, and takeoff of the Franchisee's aircraft.

2. **Ingress/Egress.** The Franchisee shall have reasonable rights of ingress and egress from the Premises and over the Airport's roadways, including common use roadways, subject to the Airport's Security Program. The rights of ingress and egress granted herein are granted to the Franchisee's employees, guests, patrons, invitees, suppliers, and other individuals authorized by the Franchisee. If requested to do so by the FAA, or for the purpose of construction or any aeronautical purpose, the City shall have the right to establish and/or limit hours in which the Franchisee may exercise its rights of ingress and egress, by providing the Franchisee with prior written notice of the proposed changes.

I. **Other Facilities.** It is possible the Franchisee, the City, and/or others will wish to construct hangars or other aviation or non-aviation facilities at the Airport, or change the use of or lease existing facilities at the Airport, other than those let to the Franchisee under this Ordinance. Nothing in this Ordinance shall prevent the City or others from constructing new facilities, or making different uses or changing the uses of or letting existing facilities, other than those let to the Franchisee under this Ordinance, or from additional contracts being made between the City, the Franchisee, or others to construct, operate, or let such new or existing facilities, including the right to demolish and/or replace existing buildings or structures. Separate agreements may be negotiated between the City, the Franchisee, and/or others to construct T-hangars, common hangars, or other facilities at the Airport with different terms, provisions, and covenants than this Ordinance.

J. **The Franchisee's Property**. All personal property, aircraft, and equipment belonging to the Franchisee, its agents, employees, patrons, etc., located on or about the Premises shall be there at the sole risk of the Franchisee, and the City shall not be obligated hereunder to carry any insurance on any personal property, aircraft, or equipment owned by the same, nor liable for any loss, damage, or expense with respect thereto, regardless of how such loss or damage shall occur. The City shall not be liable for the theft, misappropriation, or loss thereof, or for any damage or injury thereto regardless of how they occurred.

K. **Condition and Maintenance of Premises.**

The Franchisee accepts the Premises in its current condition and shall cause to be removed all trash and garbage, and shall not deposit the same on any part of the Airport except temporarily in conjunction with the collection or removal thereof. The Franchisee shall not store large quantities of aviation fuel, oils, de-icer, or similar substances on the Premises in a manner not approved for storage of flammable or hazardous substances. The Franchisee shall dispose of fuel, oils, de-icer, or other hazardous substances in manners required by applicable law. Further, while the franchise granted by this Ordinance is in effect, the Franchisee shall keep and maintain the Premises, including all buildings and facilities, in substantially the same order and repair as of the Franchisee's acceptance date of this Ordinance, ordinary wear and tear excepted; provided, however, the City shall, as it becomes necessary for the preservation of the Premises, maintain and make all repairs and replacements to the roofs of buildings, structural components, and exterior painting of buildings. Such repairs and replacements shall be undertaken in good faith and completed within a reasonable amount of time. The City and the Franchisee agree to coordinate together, by way of a written plan, to resolve any necessary repairs and replacements.

1. **Maintenance – Facilities listed under Article III (A, B).** With the exception of Hangars #16 and #21 as specified below, the Franchisee shall be responsible for maintaining and making all non-structural repairs to the facilities leased or used on the Premises, including but not being limited to: hangar doors, screens, glass, office and hangar lighting, walls, flooring and carpet replacement, plumbing, electrical, and all HVAC, including heating equipment in the aircraft maintenance and storage hangars. The total replacement of entire HVAC, hangar heating,

mechanical, electrical, and lighting systems shall be the responsibility of the City upon the determination by a qualified professional vendor acceptable to both the City and the Franchisee that any such system has reached the end of its useful life and/or is beyond repair. Further, (i) the Franchisee shall repair all damages caused by its agents, employees, guests, and patrons on the Premises; (ii) the Franchisee shall perform interior painting and any other preventive maintenance needed to maintain the Premises in a presentable, safe, and operating condition, or when the City determines it necessary to maintain the Premises in a proper condition; and (iii) the Franchisee shall perform all regular grounds maintenance around the Premises including debris removal, mowing, and maintenance of landscaped areas. The City reserves the right to enter the Premises at reasonable times, as determined by the City, to make inspections to ensure the maintenance and upkeep provisions described herein are upheld. Should the Franchisee fail to keep the Premises in good order and repair as is required to preserve the general appearance and value of the Premises, and if such maintenance and repair is not undertaken within ten (10) days of written notice to do the same, then the City shall have the right to enter the Premises and perform the necessary maintenance or repairs, and the Franchisee shall be responsible for the cost of the same.

2. **Maintenance – Hangar #21**. The Franchisee shall be responsible for all cleaning, system(s), replacements, repair and maintenance, both interior and exterior, of Hangar #21 from May 1, 2022 through December 31, 2027. During this initial period, the Franchisee shall keep and maintain the Premises in substantially the same order and repair as at the inception of the franchise granted by this Ordinance, ordinary wear and tear excepted. Effective January 1, 2028, the Franchisee shall be subject to maintaining the Premises in accordance with the provisions of Article VI(K)(1) of this Ordinance.

3. **Maintenance – New 19,600 Square Foot Hangar (Hangar #16)**. The Franchisee shall be responsible for all cleaning, system(s), replacements, repair and maintenance, both interior and exterior, of the new 19,600 square foot hangar. This obligation shall cease upon the date of early termination of Term 1 of this Ordinance (or any agreement or lease arising from or related to the Ordinance) as provided in Article XIII of this Ordinance.

ARTICLE VII – RULES, REGULATIONS AND OTHER REQUIREMENTS

A. **The City's Rules.** The Franchisee shall observe all rules and regulations currently in force, or from time to time promulgated by the City, which in the City's judgment are needed for the general well-being and safety of the Premises and the Airport of which they are a part; provided, however, that any such rules and regulations shall be of general application to other similarly situated Airport tenants and users. The rules and regulations may, at the discretion of the City, be modified from time to time.

B. **The Airport's Minimum Standards.** The Franchisee and all other persons over whom the Franchisee has authority, direction, control, or responsibility including, without limitation, employees, agents, or persons it invites or permits to be on the Premises, shall be subject to and shall comply with all provisions of the *Airport Minimum Standards for Aeronautical Services or Activities* for the Lynchburg Regional Airport dated August 10, 2004, and updated on December 6, 2017, and any amendments thereto, and any other resolutions, regulations, or directives issued by the Lynchburg City Council and/or the City's Airport Director. The Minimum Standards are incorporated into this Ordinance by reference as if fully set forth herein and are attached as Exhibit D. In the event of a conflict between the terms, provisions, and covenants of this Ordinance and the Minimum Standards, the terms, provisions, and covenants of this Ordinance shall be controlling. In the event of a conflict as to the required scope of services, however, the Minimum Standards shall control.

C. **Compliance with Airport Assurances**. The Franchisee shall conduct its operations and activities under this Ordinance in accordance with the obligations of the City to the United States of America as well as to the Commonwealth of Virginia under any existing or future grant agreements. The Franchisee shall comply with all requirements of the FAA Airport Sponsor Assurances as applicable including, but not limited to:

   1. That the Franchisee shall furnish all services and facilities on a fair, reasonable, and not unlawfully discriminatory basis to all users thereof; and,

   2. That the Franchisee shall charge fair, reasonable, and not unlawfully discriminatory prices for each unit or service, provided that the Franchisee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

D. **Licenses and Other Authorizations.** The Franchisee shall procure from all governmental authorities having jurisdiction over its activities and/or its operations on the Premises and/or at the Airport, and shall maintain, while the franchise granted by this Ordinance is in effect, all governmental or other licenses, certificates, permits, or other authorizations which are or may be required and/or necessary for the conduct of its operations or any activities at the Airport. The Franchisee shall provide proof of the existence of such authorization(s) to the City upon the adoption of this Ordinance. Thereafter, such proof shall be provided upon request, written or oral.

E. **Rules and Regulations of Others.** In exercising the rights and privileges granted to it herein, the Franchisee shall observe, obey, and comply with all federal, state, and local laws, regulations, ordinances, orders, directives, and other requirements applicable to the Premises, the Airport, and/or the Franchisee's operations at the Airport. This requirement shall include, without limitation, the obligation to comply with all applicable FAA, EPA, and/or DEQ regulations, other environmental or hazardous waste laws or regulations, and other orders and directives. The Franchisee shall obtain all necessary FAA, EPA, and/or DEQ approvals required in connection with its operations and/or any activities on the Premises and/or the Airport. The Franchisee shall promptly provide notice to the City of any notice of violation, warning, summons, or legal process received by the Franchisee in connection with the enforcement of any such laws, regulations, ordinances, orders, directives and other requirements.

F. **Drug-Free Workplace**. The Franchisee, its employees, and/or agents, while at the Airport, are prohibited from: (a) the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or any controlled substance(s); and (b) any impairment or incapacitation from the use of alcohol or controlled substances. The use of drugs in connection with legitimate medical purposes may be permitted. The Franchisee will comply with the Drug-Free Workplace Act in all relevant respects.

G. **Discrimination**. The Franchisee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant that (a) no person on the grounds of race, color, religion, sex, national origin, or any other basis prohibited by applicable law, shall be unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, and (b) that the Franchisee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, added to, or changed. In addition, the Franchisee shall not, on the grounds of race, color, national origin, sex, religion, or any other basis prohibited by applicable law, unlawfully discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations and Title VI of the Civil Rights Act of 1964. The City reserves the right to take such action as the federal government may direct to enforce this provision. Further, the Franchisee shall not engage in any similarly discriminatory treatment of customers, subtenants, or members of the public, including requiring belief in a certain religion or church affiliation for the receipt of services at the Airport, use of facilities at the Airport, or use of the Premises.

H. **Taxes and/or Charges.** The Franchisee shall pay all taxes, fees, and/or charges, if any, with respect to the Premises, this Ordinance, and/or its operations on the Premises.

I. **Fines.** In the event the City is fined by any local, state, or federal authority for the failure of the Franchisee to abide by all applicable rules and regulations in its operations and activities at the Airport, and in particular, should the Franchisee violate any rules or regulations pertaining to security, the Franchisee shall be responsible for the payment of all penalties and fines.

J. **Record Keeping.** The Franchisee shall keep accurate records, books, and accounts concerning its sale of aviation fuel, collection of parking and landing fees, and names and addresses of any FAR Part 121 air carriers for billing purposes by the Airport. The Franchisee shall further record the number and identification of aircraft using its hangars and/or tie-downs at the Airport.

On or before the 15th day of each calendar month, the Franchisee shall provide the City with a statement detailing the source and amount of the Franchisee's gross receipts from parking and landing fees, the gross gallonage pumped to all users, a breakdown of all fuel sales (such as Avgas and Jet A), and by class of user (such as military, commercial airline, retail general aviation based/transient, and inter-company) during the preceding calendar month.

Upon the written request of the Airport Director, the Franchisee shall allow the City reasonable access to its books, records, files, accounts, other sources and repositories of information, and its facilities, as may be pertinent to parking and landing fees, fueling operations, and any other aeronautical services the Franchisee performs at the Airport, in order to allow the City and/or the FAA to investigate and/or determine the Franchisee's compliance with this Ordinance and/or with any law, rule, order, or regulation pertaining to the Franchisee's activities or operations at the Airport. In the event that any information sought by the City is within the exclusive possession of another who fails or refuses to furnish the information, the Franchisee shall pursue all available efforts and means to obtain the information, and the Franchisee shall provide the City with a written description of the efforts made by it to obtain the information.

At its option, the City may conduct a special audit of the Franchisee's books and accounts of parking and landing fees, fueling operations, and any other aeronautical services the Franchisee performs at the Airport. If conducted, the audit shall be performed by an Independent Certified Public Accountant selected by the City. The cost of the audit shall be paid by the City.

All such records described in this subsection shall be kept throughout the existence of the franchise granted by this Ordinance and for a period of at least five (5) years thereafter its termination or expiration and shall make the same available to the Airport Director upon request, written or oral.

K. **Commonwealth of Virginia Annual Based Aircraft Survey.** The Franchisee shall be responsible for accurately preparing and submitting to the City, the annual Virginia Department of Aviation

Annual Aircraft Survey as required by the Code of Virginia, by reporting all aircraft based on its Premises for a period of greater than six (6) months during a specified calendar or applicable fiscal year.

L. **Employee Identification.** The Franchisee shall require its line employees to wear uniforms, and shall require all employees who have City-authorized access to the Security Identification Display Area (AOA Area Number 1) and/or the FAA designated Aircraft Movement Area of the airfield to wear identification badges which conform to the Airport's Security Program. Such uniforms and identification badges are subject to the prior and continuing approval of the City. All personnel of the Franchisee who are required to hold FAA certificates and/or ratings shall maintain such certificates and ratings in a current status, and the Franchisee shall maintain copies of such certificates and/or ratings in files located on the Premises and shall allow the City to inspect such documents upon request, written or oral.

M. The Franchisee shall provide equal access by all classes of airport users to public areas of all hangars, buildings, and related public facilities under the Franchisee's/FBO Tenant's control.

N. The Franchisee shall offer comparable fuel service discounts on a non-discriminatory basis to all LYH based aircraft fuel customers pursuant to a published volume discount methodology that is made available to the public. The Franchisee shall also be free to offer fuel service discounts as part of negotiated bundled services to its customers who subscribe to multiple services as part of a multiple services package price so long as such discounts/subscriptions are in compliance with FAA regulations, grant assurances, applicable laws, and are reduced to writing and made available for review by the City upon request, written or oral.

ARTICLE VIII – DAMAGE OR DESTRUCTION OF PREMISES

A. **Casualty Insurance.** The Franchisee shall cause all buildings, structures, and fixtures located in or on the Premises to be insured to the extent of one hundred percent (100%) of the full replacement value thereof, against damage or destruction by fire, flood, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicle, smoke, calamity, or act of God ("Casualty"), as follows:

1. Aircraft Maintenance Hangars/Offices	$ 4,000,000
2. Aircraft Storage Hangar	$ 1,000,000
3. New aircraft hangar and offices	$ TBD
4. Maintenance Hangar & Office Space	$ 1,000,000
5. Tin Storage Hangar	$ 100,000
6. Aircraft Storage Hangar	$ 200,000
7. Flight Training Building	$ 150,000
8. General Aviation Terminal	$ 1,000,000

The Franchisee shall regularly review and update this coverage. The City assumes no obligation to repair or replace any building, structure, or fixture in or on the Premises which is destroyed by Casualty.

B. **Loss of Use.** If the Franchisee's use of the Premises is impaired due to damage, but not rendered untenantable by Casualty, and such impairment was not due to the negligent or willful acts of the Franchisee, its employees, agents, customers, patrons, or any persons it permits to be on the Premises, then the Franchisee shall turn over to the City any insurance proceeds it receives for the damage to the Premises, and the City will effect repairs to the extent of such proceeds. If the damage shall be so extensive as to render untenantable the Franchisee's use of the Premises, but capable of being repaired in thirty (30) days, the Franchisee shall turn over to the City any insurance proceeds it receives for the damage to the Premises and the City will effect repairs to the extent of such proceeds, and the fees payable hereunder shall be proportionately paid up to the time of such damage and thereafter cease until such time as the Premises shall be restored. In any case, if a portion of the Premises is completely destroyed by Casualty, or is so damaged that the Premises will remain untenantable for more than thirty (30) days, then the Franchisee shall turn over to the City any insurance proceeds it receives for the damage or destruction, and the City, at its sole option, may (i) repair and reconstruct the Premises to the extent of such proceeds, and the rent payable hereunder with respect to the Franchisee's use of the Premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as said Premises shall be fully restored, or (ii) notify the Franchisee within sixty (60) days of the time of such damage or destruction that the City does not propose to restore the building, hangar, office or other facility, in which case the rent due under Article IV of this Ordinance shall be proportionately reduced for the space that is no longer tenantable from the time of such damage or destruction, but, (iii) if the damage or destruction is so severe and widespread as to prevent the Franchisee from conducting its business, then the City shall give the Franchisee notice of its intention to terminate the franchise granted by this Ordinance in its entirety, as of the date of such damage or destruction, and such franchise shall be terminated without any further obligation of the City to the Franchisee. Should the Franchisee fail to adequately insure the Premises at their replacement value, as required herein, then the Franchisee shall be required to pay the cost(s) of replacing and reconstructing the Premises which are not covered by its insurance proceeds.

C. **Responsibility for Damage/Destruction**. The Franchisee is responsible for any damage or destruction of the Premises caused by the negligent or willful acts of the Franchisee, its employees, agents, customers, patrons, or any persons it permits to be on the Premises.

D. **Other-Loss.** As it relates to the Premises, the City shall not be liable for any damage or injury to the Franchisee, its employees, agents, customers, patrons, any other person, or any property caused by Casualty, leaks from the roof or any other portion of the Premises, bursting or leaking pipes, plumbing, electrical wiring, or equipment or fixtures of any kind. The Franchisee shall obtain insurance covering injury or damage to persons and property resulting from such occurrences.

ARTICLE IX – INDEMNITY AND INSURANCE

A. **Indemnification**. The Franchisee shall indemnify, hold harmless, and defend the City, its agents, officials, and employees from any and all liabilities, damages, expenses, causes of action, suits, claims, and judgments, including all court costs, legal fees, and other related costs, hereafter "Liabilities", which may accrue against, be charged to, or recovered from or sought to be recovered from the City, its agents, officials, and employees, by reason of or on account of (i) damage to the property of the City; (ii) damage to the property of third parties; (iii) injury to or death of any person arising from the Franchisee's use or occupancy of the Premises; (iv) injury to or death of any person arising from the use or occupation of Franchisee's aircraft, equipment, or property; (v) the performance (or nonperformance) of any services or actions by the Franchisee, its agents, employees, officials, and/or subtenants on the Premises, or (vi) the existence of the franchise granted by this Ordinance. The Franchisee shall afford the City a reasonable opportunity to investigate any claim against the City or the Franchisee, its agents, employees, or duly authorized representatives. The Franchisee shall not be required to indemnify, hold harmless, or provide a defense for the City in the event the Liabilities were caused by the negligent or willful acts or omissions of the City, its agents, or its employees.

B. **Insurance.**

1. **Requirement**. In addition to any other insurance coverage required by this Ordinance (e.g., insurance to cover the damage or loss of property and/or equipment in or on the Premises), the Franchisee, at its sole expense, shall obtain and maintain, while the franchise granted by this Ordinance is in effect, the following insurance coverage:

   a. $3,000,000 Airport General Liability Insurance for bodily injury and property damage.

   b. $3,000,000 Products and Completed Operations Liability Insurance for aircraft refueling, maintenance, sales, and the sale of aircraft parts.

   c. All Risk Replacement Cost Property Insurance in the amounts set forth in ARTICLE VIII of this Ordinance.

   d. If the Franchisee should sublet a hangar or store aircraft which the Franchisee does not own, the Franchisee shall obtain waivers of subrogation for damage to aircraft, or maintain Hangar Keeper's liability coverage, including aircraft in the care, custody and control of the Franchisee, with limits equal to the highest single value/each aircraft and the total value of all aircraft/each occurrence, insuring the Franchisee and the City against liability from loss or damage to property. The word "own" shall mean ownership of marketable title appropriately documented on the applicable Federal Aviation Administration registration certificate and properly filed with the FAA, or the exclusive use and control of an aircraft pursuant to a valid enforceable lease of six months or longer. The Franchisee shall provide proof of ownership to the Airport Director upon request. At no time, however, shall the Hangar Keeper's liability coverage required by this section be less than $1,000,000 for each aircraft and $2,000,000 per occurrence, or have a deductible greater than $25,000 per occurrence.

   e. $3,000,000 Automobile Liability combined single limit for AOA/SIDA vehicles that are not licensed for public roads; $1,000,000 Automobile Liability combined single limit for all other AOA vehicles that are restricted to the General Aviation area only (licensed for operation on public roads).

   f. Fuel Trucks, $3,000,000 combined single limit for bodily injury and property damage.

   g. Worker's Compensation Insurance as required by the Commonwealth of Virginia.

   h. All other insurance required by law.

2. **Required Provisions.** All insurance required hereunder shall be obtained with the following:

a. The City, its agents, officials, and employees shall be named as additional insureds under the terms and conditions of the policies covering liability for personal and/or physical injuries (including death) and property damage, and policies covering City-owned buildings, structures, or facilities leased hereunder. Certificates of Insurance illustrating the same shall be provided to the City's Risk Manager.

b. Any deductible or self-insured retention applicable to required coverages shall be paid by the Franchisee and the City shall not be required to participate therewith.

c. Each of the insurance policies and certificates required herein, except for Workers' Compensation Insurance, shall bear the provision that the insurance company agrees that thirty (30) days prior to cancellation of or reduction in the insurance afforded by the policy, written notice shall be provided to the City's Risk Manager.

d. The insurance required of the Franchisee herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of the Franchisee and shall not contribute therewith.

e. The Franchisee's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the City.

f. Neither the City nor the Franchisee shall be liable to the other party or to the insurer of the other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage, and the parties specifically waive, but only to the extent permitted by the provisions of the insurance policy in question, their rights of subrogation as aforesaid. If either party's insurer does not waive its right of subrogation or the insurer's policy prohibits or does not allow for said waiver of subrogation, then the other party is also relieved of its waiver of subrogation obligation as aforesaid.

g. All insurance will be obtained by the Franchisee from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

3. **Certificates Required**. The Franchisee shall provide the City with Certificates of Insurance confirming the required insurance, coverages, and additional insured endorsements, signed by a person authorized by the insurance company to bind the company to the representations contained therein. Certificates of Insurance shall be provided to the City's Risk Manager by the Franchisee upon the adoption of this Ordinance, upon each anniversary date of such adoption, without demand, and at other times when requested in writing by the City.

4. **Contents Coverage**. The City will not carry, and will not be obligated to provide, any "contents coverage" insuring the contents of any office, hangar, or other space within the Premises. The Franchisee shall provide such coverage while the franchise granted by this Ordinance is in effect and thereafter, if and for so long as any property of the City is located on the Premises.

5. **Subcontractors.** The subcontractors of the Franchisee, who perform their services on Airport property, shall be subject to all of the insurance and indemnification requirements contained

in this Ordinance.

6. **Payment of Insurance Premiums.** The failure of the Franchisee to maintain all of the insurance coverage required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of the franchise granted by this Ordinance, without any prior notice by the City, notwithstanding any contrary provisions contained in Article XIII of this Ordinance.

7. **Liability to the City.** The Franchisee's liability to the City under this Article shall not be limited to the amounts of the insurance coverage provided herein.

8. **Modification of Insurance Requirements**. The City reserves the right to review and/or modify the insurance requirements herein prior to any renewal or extension of the franchise granted by this Ordinance.

ARTICLE X - AIRPORT SECURITY PROGRAM

The Franchisee shall comply, at all times, with the Airport's Security Program (ASP) and requirements. The ASP is set forth in writing and has been provided to the Franchisee. The Franchisee shall, in conducting its activities and operations in or about the Premises and the Airport, be responsible for compliance with the ASP, and shall be liable for and shall pay any Transportation Security Administration (TSA) fine or fee imposed on the City as the result of or in connection with the Franchisee's failure to comply with the ASP. In accordance with the Airport Security Program required by TSA Regulations, the Franchisee shall assume authority and responsibility for pedestrian and vehicular access in and around the Premises and fully comply with the Airport Security Plan. Access to the FAA-designated Aircraft Movement Area shall be permitted only to those employees who have completed Airfield Driver Training.

ARTICLE XI – POTENTIALLY HAZARDOUS SUBSTANCES

A. The Franchisee shall keep the Premises free of all environmental, health, and safety hazards, and/or nuisances of any kind whatsoever. The Franchisee will not make or allow to be made any change in usage, additions, or improvements in, on, or to the Premises which will result in the presence or release of Hazardous Materials on the Premises.

B. The Franchisee shall not install or allow to be installed any underground storage tanks on the Premises. Any above ground storage tanks shall be maintained by the Franchisee in compliance with Virginia's AST permit/operating/financial responsibility requirements. The Franchisee shall keep all records pertaining to above ground storage tanks at the Premises, and shall provide the City with current copies of all permits obtained with respect to such above ground storage tanks. The Franchisee shall provide the City with copies of all records maintained by the Franchisee in connection with Virginia's AST program and requirements on or before the 15th day of January of every calendar year the franchise granted by this Ordinance is in effect.

C. In its activities at the Airport, the Franchisee shall comply with all of the terms and conditions contained in the Stormwater Pollution Prevention Plan for the Airport, the terms and conditions of which are incorporated herein in this Ordinance by reference as if fully set forth herein. The Franchisee will not be responsible for any capital improvements that may be required in order to comply with such Stormwater Pollution Prevention Plan. In addition, in order to prevent or reduce the discharge of pollutants to stormwater resulting from spills of petroleum products or other materials, the Franchisee shall develop and implement a Spill Prevention Control and Countermeasure (SPCC) Plan, if required, in accordance with 40 CFR 112 and other applicable laws.

D. The Franchisee shall be required to obtain, maintain, and comply with all permits, authorizations, and registrations required by applicable law for its operations on the Premises.

E. The City reserves the right to enter the Premises, at any time, to determine whether the Franchisee is complying with the provisions of this Article.

F. The Franchisee shall furnish, within fourteen (14) days of a written request of the City, all report(s), assessment(s), or other document(s) satisfactory to the City showing, to the extent the Premises are being used and/or have been used by it for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any Hazardous Materials, that the Franchisee is in compliance with any applicable federal, state, or local laws, regulations, or ordinances.

G. The Franchisee shall immediately furnish to the Airport Director written notice of any and all releases of Hazardous Materials or substances whenever such releases are required to be reported to any federal, state, or local authority. The Franchisee shall pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. The Franchisee shall also provide the Airport Director with copies of any and all reports resulting from tests on Airport property or made to any governmental agency, which relate to the requirements of this Article and Airport property.

H. The Franchisee shall be responsible, at its sole cost, for the prompt and proper collection and disposal of all toxic or Hazardous Materials, as well as for petroleum product wastes such as waste oil. The Franchisee shall collect waste oil in containers, with suitable containment to collect leaks and/or spillage as the Airport Director shall permit, provided that, in no event, shall the Franchisee collect waste oil in barrels located on unprotected earth or paved areas.

I. The City shall have the right, but not the obligation, to enter onto the Premises and to take such actions as is reasonably necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any of the events previously described, which, if true, could result in an order, suit, or other action against the City affecting any part of the Premises by any governmental agency or otherwise which, in the sole opinion of the City, could jeopardize the City. All costs and expenses incurred by the City in the exercise of any such right shall be payable by the Franchisee upon demand.

J. Regardless of the City's acquiescence, and in addition to indemnification provisions contained elsewhere in this Ordinance, the Franchisee shall defend, indemnify, and hold the City, its agents, officials, and employees harmless from all costs, liabilities, fines, or penalties, including attorney's fees, resulting from or arising out of the Franchisee's violation of this Article. Further, the Franchisee shall reimburse the City, its agents, officials, and employees for any and all costs and expenses incurred in eliminating or remedying such violations. The Franchisee shall also reimburse the City, and hold the City, its agents, officials, and employees harmless from any and all costs, expenses, attorney's fees, and all penalties or civil judgments obtained against the City which result from the Franchisee's use, release, leakage, spillage, discharge, or disposal of any petroleum product, Hazardous Materials, waste, or the like, onto the ground, and into the water, or air. The provisions of this subsection shall have no impact whatsoever on the Franchisee's indemnification obligations to the City under any other agreement, franchise, or other document existing between the Franchisee and the City.

ARTICLE XII – RIGHTS RESERVED BY THE CITY

The City, in addition to any other rights herein retained by it, specifically reserves the following privileges:

A. The Airport Director, or his designee, is hereby designated as the official representative for the enforcement of all terms, provisions, and covenants of this Ordinance with the full power to represent the City in its dealings with the franchise granted hereby with the rights herein described.

B. All actions related to termination or extension of the franchise granted by this Ordinance shall require the formal approval of the Lynchburg City Council.

C. The City reserves the right to enter upon the Premises at any reasonable time, as it may determine, without notice, for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants, terms, and provisions described in this Ordinance.

D. The City reserves the right to enter upon the Premises at any time, without notice, in case of emergency.

E. The City reserves the right to further develop or improve the Airport property surrounding the Premises for the benefit of the Airport as it sees fit, regardless of the desires or views of the Franchisee, and without interference or hindrance.

F. During time of war or national emergency, the City shall have the right to let or license any portion of the Airport to the United States of America for military or national use if requested to do so. If any such lease or license is executed, the covenants, terms, and provisions of the franchise granted by this Ordinance, insofar as they are inconsistent with such lease with the United States of America, shall be suspended, including the Franchisee's obligation to pay rent, which will be suspended altogether or reduced proportionally, as appropriate.

G. The franchise granted by this Ordinance shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America or the Commonwealth of Virginia, relative to the operation, maintenance, or management of the Airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of federal or state funds for the development of the Airport or the continued operation of the Airport. Should the effect of such agreement be to take the Premises let under this Ordinance or substantially destroy the commercial value of such property, either the City or the Franchisee shall have the right to terminate the franchise granted by this Ordinance without further obligation of either of the parties hereto.

H. The City hereby reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein described. This public right of flight shall include the right to cause in said airspace any noise or vibration inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or in operation at the Airport.

I. The City reserves the right to take any action it considers necessary to protect the area of approaches of the Airport against obstruction, together with the right to prevent the Franchisee from erecting or permitting to be erected, any structure on the Premises, which, in the sole opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft. This right includes:

1. Prohibiting the erection of structures or growth of natural objects that would constitute an obstruction to air navigation; and

2. Prohibiting any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport, or interfere with air navigation and communication facilities serving the Airport.

J. The City reserves the right to control all Airport operations. This right includes, but is not limited to, the following: the right to close any Airport facility(ies) or any part of the Premises, without any liability to the Franchisee for the consequences of such closing, when the City deems such closing to be reasonably necessary for the maintenance, repair, or development of any Airport property or facility(ies) and/or for the safety of the general public. This right shall also include the right to reserve adequate apron area for the landing, unloading, and parking of aircraft at the Airport. The City reserves the right to make all Airport facilities developed with federal aid, and all Airport facilities usable for the landing and taking-off of aircraft, available to the United States of America at all times, without charge, for use by military aircraft; except that if use by military aircraft will be substantial, the City may charge the United States of America a reasonable amount, proportionate to the use, to recover the costs of operating and maintaining the facilities to be used by the United States of America. The amount of use to be considered substantial, and the charges, if any, to be made therefore, shall be determined solely by and between the City and the United States of America; however, the City shall consult with the Franchisee and consider the Franchisee's recommendations in that regard. The City's right to control Airport operations does not give the City the right to unilaterally modify the terms, provisions, and covenants of this Ordinance with respect to the facilities exclusively let to the Franchisee under Article III of this Ordinance. Should the City close any of the buildings or facilities let to the Franchisee under this Ordinance for more than ten (10) days, then the Franchisee's rent obligation hereunder will be reduced by a pro-rated amount. Should the City close all of the buildings or facilities provided to the Franchisee under this Ordinance for more than ten (10) days, then the Franchisee's rent obligation will be suspended until the facilities are reopened and returned for use.

K. All privileges and rights to the use of the Airport, other than those specifically granted to the Franchisee in this Ordinance, are hereby reserved to the City.

L. No exercise of any rights reserved to the City under this Article shall be construed as an eviction of the Franchisee, nor shall such exercise be grounds for any abatement of rentals, fees, or charges provided for in this Ordinance, nor shall such exercise be grounds for any claim or demand for damages of any nature whatsoever, except as provided in Paragraph (J) of this Article.

ARTICLE XIII – DEFAULT AND TERMINATION

A. **Termination by City.** Except as otherwise provided for in this Ordinance, the City may terminate the franchise granted by this Ordinance, without forfeiture, waiver, or release of the City's right to any sum of money due or to become due under the provisions of this Ordinance, by giving the Franchisee ninety (90) days advance written notice, except as provided for in subsection (10) below, to be served and hereinafter provided, upon or after the happening of any one of the following events:

1. The filing by the Franchisee of a voluntary petition in bankruptcy.

2. The institution of bankruptcy proceedings against the Franchisee and the adjudication of the Franchisee as a bankrupt corporation pursuant to such proceedings, which is not dismissed within thirty (30) days from the commencement thereof.

3. The taking by a court of competent jurisdiction of the Franchisee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

4. The appointment of a Receiver of the Franchisee's assets.

5. The divestiture of the Franchisee's estate herein by other operation of law.

6. The voluntary abandonment by the Franchisee of its business at the Airport for a period of ten (10) days or longer.

7. The default by the Franchisee in the performance or the nonperformance of any term, provision, or covenant herein required to be performed (other than the Franchisee's payment of rentals, fees or other charges), or required not to be performed by the Franchisee, and the failure of the Franchisee to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same; provided, however, that no notice of termination as above provided shall be of any force or effect if the Franchisee shall have remedied the default prior to the receipt of the City's notice of termination in accordance with the provisions of this Article.

8. The failure to construct the 19,600 square foot hangar described in this Ordinance within a reasonable time of the adoption date of this Ordinance as determined by the City, but in no event shall such timeframe exceed a total period of twenty-four (24) months.

9. Any assignment made by the Franchisee for the benefit of its creditors or any assignment by operation of law of the Franchisee's interests in this Ordinance.

10. In the event the Franchisee fails to pay all or any part of the rentals, fees, or other charges provided for in this Ordinance when due and payable, the City shall give the Franchisee written notice of such default. The failure of the Franchisee to pay all of said rentals, fees, or other charges provided for in this Ordinance in full, within thirty (30) days after receipt of such written notice, shall be grounds for the immediate termination of the franchise granted by this Ordinance. At the end of such thirty (30) day period, the City may immediately declare the franchise granted by this Ordinance terminated without further notice to the Franchisee.

No waiver of default by the City of the terms, covenants, or provisions hereof to be performed, kept, and observed by the Franchisee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and provisions herein contained to be performed, kept, and observed by the Franchisee. The acceptance of monthly fees or the performance of all or any part of this Ordinance by the City for or during any period or periods after default of any of the terms, covenants, and provisions herein contained to be performed, kept, and observed by the Franchisee, shall not be deemed a waiver of any right on the part of the City to terminate the franchise granted by this Ordinance for the subsequent failure to so perform, keep, or observe any of the terms, covenants, or provisions hereof to be performed, kept, and observed by the Franchisee.

If the franchise granted by this Ordinance is terminated on grounds of a default, and the Franchisee does not surrender the Premises as required herein, the City may reenter the Premises and remove the Franchisee therefrom. Under such circumstances, the Franchisee shall be deemed to have waived any right to notice of the City's reentry, the City shall not be liable to the Franchisee in connection with any action taken by it to enter and re-take possession of the Premises, and the Franchisee shall pay all expenses incurred by the City to reenter and/or repossess the Premises including, without limitation, reasonable attorneys' fees, putting the Premises into good and proper repair, protecting the Premises, expenses incurred to obtain a new tenant, etc.

In the event the City terminates the franchise granted by this Ordinance, then such termination shall be done in good faith and for a/the legitimate reason(s) provided in this Ordinance. However, if such termination is not done in good faith and not for a/the legitimate reason(s) provided for in this Ordinance, then the City understands the Franchisee may pursue any and all damages against the City available at law or in equity. The City further understands such damages may include, but not be limited to, monetary investments made on the Premises in constructing the 19,600 square foot aircraft hangar described in this Ordinance. However, in no event whatsoever shall the amount of such damages for such monetary investments exceed a total of $4,353,897. Further, such $4,353,897 amount shall be reduced and amortized on a monthly basis while the franchise granted by this Ordinance is in effect. Such reduction and amortization shall be done in accordance with the attached Schedule "A". Irrespective of the content of this paragraph, the total amount of such monetary investments made by the Franchisee in constructing the said hangar shall be provided to the City in writing upon a Certificate of Occupancy being issued to the Franchisee for the occupancy of such hangar. The City and the Franchisee understand that in the event damages are awarded by a court of competent jurisdiction against the City for a breach of the franchise granted by this Ordinance, then in no event whatsoever will such damages be paid from the Lynchburg Regional Airport's Enterprise Fund. Further, unless explicitly provided otherwise in this Ordinance, no part of this Ordinance shall be construed as waiving any defense the City or the Franchisee may avail itself of at law or in equity, including but not limited to, certain immunities (e.g., sovereign immunity, qualified immunity, etc.)

B. **Termination by the Franchisee.** The Franchisee may terminate the franchise granted by this Ordinance, and terminate all or any of its obligations hereunder at any time that the Franchisee is not in default in the payment of any fees or charges to the City hereunder by giving the City ninety (90) days advance written notice as hereunder provided, upon, or after the happening of any one of the following events:

1. The failure or refusal of the FAA at any time during the term of the franchise granted by this Ordinance to permit the Franchisee to operate into or from the Airport with any type of aircraft licensed to operate into or from other airports of like size and character; provided, however, that such failure or refusal is not due to any fault of the Franchisee;

2. The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect the Franchisee's use of the Premises at the Airport for a period of at least ninety (90) days; provided, however,

that the issuance of such injunction is not due to any fault of the Franchisee.

3. The inability of the Franchisee to use the Airport for a period in excess of sixty (60) days, because of the issuance of any order, rule, or regulation by the FAA, or other competent governmental authorities, preventing the Franchisee from operating into or from the Airport; provided, however that such inability or such order, rule, or regulation is not due to any fault of the Franchisee.

4. The default by the City in the performance of any terms, provisions, or covenants herein required to be performed by the City and the failure of the City to remedy such default for a period of thirty (30) days after receipt from the Franchisee of written notice to remedy the same, provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of the Franchisee's notice of termination.

5. Franchisee's true, accurate, and complete financial statements for any prior fiscal year during the term of the franchise granted by this Ordinance show no net profit.

6. The assumption or taking by the United States of America, the Commonwealth of Virginia, or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in any manner as to substantially restrict the Franchisee, for a period of at least ninety (90) days from operating an air transportation system; provided, however, that such assumption is not due to any fault of the Franchisee.

The Franchisee's waiver of default of the City's performance of all or any part of any terms, covenants, and provisions herein contained to be performed, kept, and observed by the City, shall not be deemed a waiver of any right on the part of the Franchisee to terminate this Franchise for a subsequent failure by the City to so perform, keep, or observe any of the terms, covenants, or provisions hereof to be performed, kept, and observed.

In the event the Franchisee terminates the franchise granted by this Ordinance, then such termination shall be done in good faith and for a/the legitimate reason(s) provided in this Ordinance.

ARTICLE XIV – ASSIGNMENT OR TRANSFER OF FRANCHISE

The rights granted to the Franchisee under this Ordinance are personal to the Franchisee. Therefore, the Franchisee shall not at any time assign, sell, or transfer the franchise granted by this Ordinance or any part thereof without prior written City approval. Under no circumstances shall the Franchisee be relieved of any of its obligations hereunder by any such transfer, and any attempt to perform such transfer shall permit the City to unilaterally terminate the franchise granted by this Ordinance.

The above provisions of this Article are not intended to prohibit the Franchisee from entering into a sublease to provide aeronautical services required under, or consistent with the requirements set forth in the Airport's Minimum Standards. Such agreements shall be approved in writing by the City. Any aeronautical service(s) offered to the public by a subtenant, whether that service is authorized in this Ordinance or not, must follow the applicable procedures as contained in the Airport's Minimum Standards for approval by the Airport Director prior to engaging in business activities.

In the event the Franchisee enters into a sublease for aeronautical service(s) that are NOT to be offered to the public (self-service), and such service(s) are specifically authorized by this Ordinance, then the

Franchisee shall not be required to obtain prior approval of the Airport Director. The Franchisee, however, shall make copies of any such sublease agreement available to the City upon request.

No assignment or sublease shall in any way affect or diminish the Franchisee's obligations to perform all of the terms, covenants, and provisions contained in this Ordinance.

In the event the City and/or any of the surrounding localities establish an Airport Authority for the operation of the Lynchburg Regional Airport, the City shall have the right to assign the franchise granted by this Ordinance to the Airport Authority and said Airport Authority shall have the right to assume all of the City's rights and responsibilities described under this Ordinance.

ARTICLE XV - SURRENDER OF POSSESSION

Upon the expiration or termination of the franchise granted by this Ordinance, the Franchisee's authority to use the Premises and any rights to the facilities herein granted shall cease. The Franchisee shall, upon such expiration or termination, promptly, surrender the same to the City, in good condition with ordinary wear and tear being expressly permitted. With the exception of personal property and equipment, all structures, buildings, facilities, utilities, and the like on the Premises shall remain the exclusive property of the City.

Except as otherwise provided in this Ordinance, all equipment and personal property brought in, installed, or placed by the Franchisee in, on, or about the Premises while the franchise granted by this Ordinance is in effect shall be deemed to be personal and remain the property of the Franchisee. The Franchisee shall have the right, at any time while the franchise granted by this Ordinance is in effect and for a period of sixty (60) days after the expiration or termination hereof, to remove any or all of its equipment or personal property from the Premises; provided, however, the Franchisee is not in default in its payment to the City hereunder, and further subject to the Franchisee's obligation to repair all damage, if any, resulting from such removal, and to make reasonable restoration of the Premises to the condition which existed prior to the Franchisee's occupancy of the Premises. Any and all equipment or personal property not removed by the Franchisee within sixty (60) days subsequent to the expiration or other termination of the franchise granted by this Ordinance shall, thereupon, become a part of the land on which it is located and title thereto shall be vested in the City with all other facilities located on the Premises. The City may remove and/or dispose of such items without any liability. Removal by the City shall not relieve the Franchisee from its obligation to pay the cost of repairing damage to the Premises caused by the removal, or from its obligation to pay the cost of restoring the Premises to their pre-occupancy condition, ordinary wear and tear being expressly permitted.

ARTICLE XVI – NOTICES

Notices or demands provided to the Franchisee under this Ordinance shall be sufficient if sent by Certified Mail, postage prepaid, and addressed to the President of the Franchisee or to such other representative or addressees as the Franchisee may designate to the City in writing from time to time. As of the adoption date of this Ordinance, the Franchisee shall be notified at Freedom Aviation, Inc., 310 Hangar Road, Lynchburg, Virginia 24502. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage prepaid, in the U.S. Mail.

Notices or demands provided to the City under this Ordinance shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Airport Director, and sent to Lynchburg Regional Airport, 350 Terminal Drive, Lynchburg, Virginia 24502. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage prepaid, in the U.S. Mail.

ARTICLE XVII – GENERAL PROVISIONS

A. **Height Restrictions**. The Franchisee, for itself and its successors and assigns, shall restrict the height of any structures, objects, or natural growth and other obstructions on the hereinabove described property to such a height that complies with Federal Aviation Regulations, Part 77.

B. **Interference with Airport Activities**. The Franchisee, for itself and its successors and assigns, shall prevent any use of the Premises or the Airport that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

C. **FAA**. Whenever the terms "Federal Aviation Administration" or "FAA" are used in this Ordinance, they shall be construed as referring not only to the Federal Aviation Administration, but also to such other appropriate government agencies which may be the successor or successors thereof.

D. **Repairs to Airport.** Major airfield repairs or rebuilding may take place during the terms of the franchise granted by this Ordinance, and the Franchisee accepts such franchise subject to any inconvenience or loss of use of the Premises, the Airport, or any part thereof which may become necessary because of said airfield repairs, rebuilding, construction, or expansion.

E. **Headings/Square footage**. Unless the context of a provision(s) of this Ordinance requires otherwise, marginal headings contained in this Ordinance are for convenience only and shall not be considered to amplify, relate, modify, or otherwise affect any of the terms, provisions or conditions of this Ordinance. Further, any square footage described in this Ordinance shall be deemed an approximation and not an exact figure.

F. **Severability**. In the event that any provision of this Ordinance shall be construed to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of this Ordinance shall remain in full force and effect.

G. **Governing Law and Jurisdiction**. The franchise granted by this Ordinance shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings related to the same shall be filed in the courts of the City of Lynchburg and in no other forum.

H. **Snow Removal.** It is expressly understood that there shall be no duty upon the City to remove snow or ice from the Premises.

I. **Loss of Revenue.** The City shall not be liable for any loss of revenue to the Franchisee resulting from the City's actions or inactions concerning the maintenance and operation of the Airport or its facilities.

J. **Entire Franchise.** All terms, covenants, and provisions with respect to the franchise granted by this Ordinance are expressly contained herein. No representative or agent of the City or the Franchisee has made any representation or promise with respect to this Ordinance not expressly contained herein.

K. **Government Approval.** It is understood that the franchise granted by this Ordinance is adopted subject to its approval by the Federal Aviation Administration and the Virginia Department of Aviation, if any such approval is required.

L. **Reservation of Rights**. It is distinctively understood that all privileges and uses at the Airport, except to the extent herein granted to the Franchisee, are expressly reserved by the City to grant or use at its discretion as the City may deem advisable.

M. **No Exclusive Rights.** Nothing contained in this Ordinance shall be construed as granting or authorizing the granting of any exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act.

N. **Governmental Agency Agreements.** The Franchisee acknowledges that the City has entered into various agreements with the United States of America and the Commonwealth of Virginia with respect to the Airport. The City represents that it intends, from time-to-time hereafter, to enter into additional agreements with the same with respect to applications for funds for improvements to be made at said Airport, in accordance with pertinent statutes, rules, and regulations of respective and duly constituted competent governmental authorities having jurisdiction thereof. The franchise granted by this Ordinance is expressly made subject to all of those said agreements now existing or hereafter made.

O. **Business Organization.** Upon the adoption of this Ordinance, the Franchisee shall provide to the City documents confirming its corporate status and its authorization to conduct business in the Commonwealth of Virginia. The Franchisee shall notify the City immediately of any change(s) in its organizational and/or corporate status, and shall notify the City immediately upon receipt of information that its authorization to conduct business in Virginia has been or will be revoked.

P. **Remedies not exclusive**. All rights and remedies described in this Ordinance shall be deemed cumulative and additional to all other rights and/or remedies available at law or in equity.

Q. **Binding Effect**. The terms, provisions and covenants of this Ordinance shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and permissible assigns.

R. **Modification**. The franchise granted by this Ordinance may be modified by the City and the Franchisee during its existence, but no modification shall be valid or enforceable unless made in writing and signed by both of the aforesaid entities. The Lynchburg City Council shall approve such modifications.

S. **Independent Entities**. Nothing contained in this Ordinance shall be construed as or deemed to make either the City or the Franchisee the agent, partner, or joint venture of the other, except as may otherwise be provided in this Ordinance. Nothing contained in this Ordinance shall give the Franchisee any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Ordinance, neither the City nor the Franchisee shall be responsible or held liable for the acts or omissions of the other. Further, in performing any services or engaging in any actions pursuant to this Ordinance, the Franchisee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and the City shall not be liable for the same.

T. **Obligation to Amend.** In the event the FAA or other governmental entity requires modifications or changes to this Ordinance as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Franchisee herein agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, provisions, and covenants of this Ordinance as may be reasonably required; provided, however, that if such modifications or changes substantially change or adversely affect the financial condition of the Franchisee hereunder, the Franchisee shall have the option, upon sixty (60) days written notice to the City, to terminate the franchise granted hereby.

U. **Notice of Violation of Federal Assurances.** In the event the FAA advises the City that letting the Premises to the Franchisee violates the assurances the City has given to the FAA not to grant exclusive rights at the Airport or in some other manner, the City shall have the right to terminate the franchise granted by this Ordinance without penalty and without further obligation to the Franchisee.

V. **Third Parties.** Nothing in this Ordinance shall be deemed to create any rights to those who are not expressly made a party to the franchise granted by this Ordinance. The parties to the franchise granted by this Ordinance are the City and the Franchisee.

W. **Counterparts and signatures.** This Ordinance may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one Ordinance. Further, this Ordinance may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

X. **Existing Leases.** The following agreements between the City and the Franchisee or related entities of Franchisee are hereby mutually terminated, as the franchise granted by this Ordinance is intended to address and replace the same:

1. That certain agreement dated July 10, 2007, between the City and Falwell Aviation, Inc., concerning: An ordinance granting a franchise to Falwell Aviation, Inc., to construct, manage and operate a new aircraft hangar and storage facility and to manage and operate certain existing aircraft hangars and related facilities located at Lynchburg Regional Airport.

2. That certain agreement dated July 1, 2018, between the City and Aviation Resources, Inc. d/b/a Virginia Aviation, concerning: A lease of property to include aircraft hangars, offices and the General Aviation Terminal at Lynchburg Regional Airport.

ARTICLE XVIII – METHOD OF ACCEPTANCE

Any person, firm, corporation, or other entity bidding for the franchise to be granted by this Ordinance shall deposit with their bid a check in the amount of ONE HUNDRED AND 00/100 DOLLARS ($100.00), payable as security to the City, and shall accept this Ordinance in writing before its adoption or within thirty (30) days after its adoption by the Lynchburg City Council. Upon the failure of the successful bidder to accept the Ordinance as stated, the successful bidder shall forfeit its deposit to the City. The checks of all other bidders shall be returned upon the acceptance of a successful bid. The said deposit will be returned to the successful bidder upon the said franchise being accepted.

This Ordinance shall be and become effective as a franchise and shall constitute a contract between the City and the Franchisee once adopted by the Lynchburg City Council and executed on behalf of the Franchisee by its duly authorized representative.

ARTICLE XIX – ADOPTION BY LYNCHBURG CITY COUNCIL

This Ordinance was duly adopted by the Council of the City of Lynchburg, Virginia on the ________ day of ____________________, 20_____, and shall be effective as of the 1st day of May, 2022.

Certified: ______________________
Clerk of Council

Approved as to Form:

____
City Attorney/Designee

ARTICLE XX - ACCEPTANCE BY FRANCHISEE

By joining in the execution of this Ordinance, by way of the signature of its duly authorized representative, the Franchisee does hereby accept the entirety of the terms, provisions, and covenants contained in this Ordinance as of its adoption date.

FREEDOM AVIATION, INC.

By:___________________________

Printed Name:__________________

Its: ___________________________

(SEAL)

ATTEST:

By:_______________________

Printed Name:______________

Its:_______________________

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Airport Minimum Standards

https://www.lynchburgva.gov/sites/default/files/COLFILES/Airport/LYH.Min%20Stnds.%20Dec%206%2C%202017-FINAL%20As%20Approved-ATCT%20Pic-rev%203-25-19.pdf

Schedule "A"

Months Remaining	Amount
245	$4,336,198.23
244	$4,318,499.46
243	$4,300,800.69
242	$4,283,101.92
241	$4,265,403.15
240	$4,247,704.38
239	$4,230,005.61
238	$4,212,306.84
237	$4,194,608.07
236	$4,176,909.30
235	$4,159,210.53
234	$4,141,511.76
233	$4,123,812.99
232	$4,106,114.22
231	$4,088,415.45
230	$4,070,716.68
229	$4,053,017.91
228	$4,035,319.14
227	$4,017,620.37
226	$3,999,921.60
225	$3,982,222.83
224	$3,964,524.06
223	$3,946,825.29
222	$3,929,126.52
221	$3,911,427.75
220	$3,893,728.98
219	$3,876,030.21
218	$3,858,331.44
217	$3,840,632.67
216	$3,822,933.90
215	$3,805,235.13
214	$3,787,536.36
213	$3,769,837.59
212	$3,752,138.82
211	$3,734,440.05
210	$3,716,741.28
209	$3,699,042.51
208	$3,681,343.74
207	$3,663,644.97
206	$3,645,946.20
205	$3,628,247.43
204	$3,610,548.66

Months Remaining	Amount
203	$3,592,849.89
202	$3,575,151.12
201	$3,557,452.35
200	$3,539,753.58
199	$3,522,054.81
198	$3,504,356.04
197	$3,486,657.27
196	$3,468,958.50
195	$3,451,259.73
194	$3,433,560.96
193	$3,415,862.19
192	$3,398,163.42
191	$3,380,464.65
190	$3,362,765.88
189	$3,345,067.11
188	$3,327,368.34
187	$3,309,669.57
186	$3,291,970.80
185	$3,274,272.03
184	$3,256,573.26
183	$3,238,874.49
182	$3,221,175.72
181	$3,203,476.95
180	$3,185,778.18
179	$3,168,079.41
178	$3,150,380.64
177	$3,132,681.87
176	$3,114,983.10
175	$3,097,284.33
174	$3,079,585.56
173	$3,061,886.79
172	$3,044,188.02
171	$3,026,489.25
170	$3,008,790.48
169	$2,991,091.71
168	$2,973,392.94
167	$2,955,694.17
166	$2,937,995.40
165	$2,920,296.63
164	$2,902,597.86
163	$2,884,899.09
162	$2,867,200.32

Schedule "A"

Months Remaining	Amount
161	$2,849,501.55
160	$2,831,802.78
159	$2,814,104.01
158	$2,796,405.24
157	$2,778,706.47
156	$2,761,007.70
155	$2,743,308.93
154	$2,725,610.16
153	$2,707,911.39
152	$2,690,212.62
151	$2,672,513.85
150	$2,654,815.08
149	$2,637,116.31
148	$2,619,417.54
147	$2,601,718.77
146	$2,584,020.00
145	$2,566,321.23
144	$2,548,622.46
143	$2,530,923.69
142	$2,513,224.92
141	$2,495,526.15
140	$2,477,827.38
139	$2,460,128.61
138	$2,442,429.84
137	$2,424,731.07
136	$2,407,032.30
135	$2,389,333.53
134	$2,371,634.76
133	$2,353,935.99
132	$2,336,237.22
131	$2,318,538.45
130	$2,300,839.68
129	$2,283,140.91
128	$2,265,442.14
127	$2,247,743.37
126	$2,230,044.60
125	$2,212,345.83
124	$2,194,647.06
123	$2,176,948.29
122	$2,159,249.52
121	$2,141,550.75
120	$2,123,851.98

Months Remaining	Amount
119	$2,106,153.21
118	$2,088,454.44
117	$2,070,755.67
116	$2,053,056.90
115	$2,035,358.13
114	$2,017,659.36
113	$1,999,960.59
112	$1,982,261.82
111	$1,964,563.05
110	$1,946,864.28
109	$1,929,165.51
108	$1,911,466.74
107	$1,893,767.97
106	$1,876,069.20
105	$1,858,370.43
104	$1,840,671.66
103	$1,822,972.89
102	$1,805,274.12
101	$1,787,575.35
100	$1,769,876.58
99	$1,752,177.81
98	$1,734,479.04
97	$1,716,780.27
96	$1,699,081.50
95	$1,681,382.73
94	$1,663,683.96
93	$1,645,985.19
92	$1,628,286.42
91	$1,610,587.65
90	$1,592,888.88
89	$1,575,190.11
88	$1,557,491.34
87	$1,539,792.57
86	$1,522,093.80
85	$1,504,395.03
84	$1,486,696.26
83	$1,468,997.49
82	$1,451,298.72
81	$1,433,599.95
80	$1,415,901.18
79	$1,398,202.41
78	$1,380,503.64

Schedule "A"

Months Remaining	Amount
77	$1,362,804.87
76	$1,345,106.10
75	$1,327,407.33
74	$1,309,708.56
73	$1,292,009.79
72	$1,274,311.02
71	$1,256,612.25
70	$1,238,913.48
69	$1,221,214.71
68	$1,203,515.94
67	$1,185,817.17
66	$1,168,118.40
65	$1,150,419.63
64	$1,132,720.86
63	$1,115,022.09
62	$1,097,323.32
61	$1,079,624.55
60	$1,061,925.78
59	$1,044,227.01
58	$1,026,528.24
57	$1,008,829.47
56	$991,130.70
55	$973,431.93
54	$955,733.16
53	$938,034.39
52	$920,335.62
51	$902,636.85
50	$884,938.08
49	$867,239.31
48	$849,540.54
47	$831,841.77
46	$814,143.00
45	$796,444.23
44	$778,745.46
43	$761,046.69
42	$743,347.92
41	$725,649.15
40	$707,950.38
39	$690,251.61

Starting Amount- $4,353,897.00

Months Remaining	Amount
38	$672,552.84
37	$654,854.07
36	$637,155.30
35	$619,456.53
34	$601,757.76
33	$584,058.99
32	$566,360.22
31	$548,661.45
30	$530,962.68
29	$513,263.91
28	$495,565.14
27	$477,866.37
26	$460,167.60
25	$442,468.83
24	$424,770.06
23	$407,071.29
22	$389,372.52
21	$371,673.75
20	$353,974.98
19	$336,276.21
18	$318,577.44
17	$300,878.67
16	$283,179.90
15	$265,481.13
14	$247,782.36
13	$230,083.59
12	$212,384.82
11	$194,686.05
10	$176,987.28
9	$159,288.51
8	$141,589.74
7	$123,890.97
6	$106,192.20
5	$88,493.43
4	$70,794.66
3	$53,095.89
2	$35,397.12
1	$17,698.35

The News & Advance

Advertising Affidavit

101 Wyndale Drive
Lynchburg, Virginia 24501
(434) 385-5400

Account Number

3313086

Date

April 10, 2022

LYNCHBURG REGIONAL AIRPORT-MKTG
350 TERMINAL DRIVE
LYNCHBURG, VA 24502

RECEIVED
APR 13 2022
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REGIONAL AI...

Date	Category	Description	Ad Size	Total Cost
04/10/2022	Legal Notices	AN INVITATION FOR BIDS AND A PUBLIC HEARING ADVER	2 x 50 L	907.00

AN INVITATION FOR BIDS AND A PUBLIC HEARING ADVERTISEMENT FOR AN ORDINANCE GRANTING A FRANCHISE TO FREEDOM AVIATION, INC. FOR A RIGHT TO CONSTRUCT, MANAGE AND OPERATE A NEW AIRCRAFT MAINTENANCE/STORAGE HANGAR AND OFFICE FACILITY, AND TO MANAGE AND OPERATE OTHER EXISTING AIRCRAFT HANGARS, OFFICES, THE GENERAL AVIATION PASSENGER TERMINAL, AND RELATED FACILITIES AT LYNCHBURG REGIONAL AIRPORT

The City of Lynchburg, Virginia (City) is considering adopting an ordinance which would grant a right, privilege, authority, and franchise to Freedom Aviation, Inc. for a term of twenty (20) years and six (6) months and a term of five (5) years (with a five (5) year renewal option) for the right to construct, manage and operate a new aircraft maintenance/storage hangar and office facility, and to manage and operate other existing aircraft hangars, offices, the general aviation passenger terminal, and related facilities at Lynchburg Regional Airport, 350 Terminal Drive, Lynchburg, Virginia 24502 (Campbell County).

Because the right, privilege, authority, and franchise to be granted will be in excess of five (5) years, the City is advertising for bids in accordance with Sections 15.2-2100 et seq. of the Code of Virginia, 1950, as amended. Interested parties should submit their bid in the form of a Letter of Commitment, a completed Acceptance of Franchise page from the proposed ordinance, and a $100 deposit in the form of a check payable to the City. Such bids should be marked as FREEDOM AVIATION FRANCHISE BID in an envelope delivered by hand or otherwise to the City, Attn: Clerk of Council, 900 Church Street, Lynchburg, VA 24504. All bids are due on or before 5:00 p.m., April 12, 2022. The Clerk of Council shall publicly open and announce all bids received during the City Council's Work Session on April 26, 2022, at 4:00 p.m. or as soon thereafter as possible, in the Council Chamber of the City Hall, 900 Church Street, Lynchburg, VA 24504. Bids shall further be received by the Mayor of the City thereafter during such Work Session. Where appropriate, the City Council will choose a successful bidder. The City reserves the right to reject any and all bids.

In the event a successful bidder is chosen by the City Council, a public hearing will be held before the City Council on April 26, 2022, at 7:30 p.m. or as soon thereafter as may be heard, in the Council Chamber of the City Hall, 900 Church Street, Lynchburg, VA 24504, concerning the adoption of the proposed ordinance granting the franchise to the successful bidder. In the event such ordinance is adopted, the successful bidder shall reimburse the City for the cost of this advertisement within thirty (30) days of a request. A copy of the full text of the proposed ordinance is on file with the Clerk of Council and available for review. All interested persons are invited to appear at the said public hearing and present their views. Questions and/or comments may be referred to Alicia Finney, the Clerk of Council for the City of Lynchburg, Virginia, who may be contacted by phone at (434) 455-3990 or by email at alicia.finney@lynchburgva.gov.

Publisher of the
News & Advance

This is to certify that the attached AN INVITATION FOR BIDS AN **was published by the News & Advance in the city of Lynchburg, in the State of Virginia, on the following dates:**

03/24, 04/01/2022

The First insertion being given ... 03/24/2022

Newspaper reference: 0001318592

Brenda Bruce

Billing Representative

Sworn to and subscribed before me this April 10, 2022

Sharon R. Croft

Notary Public

State of Virginia
County of Hanover
My Commission Expires

SHARON R. CROFT
NOTARY PUBLIC
REG. #320549
MY COMMISSION EXPIRES
July 31, 2025
COMMONWEALTH OF VIRGINIA

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

AN ORDINANCE GRANTING A FRANCHISE TO FREEDOM AVIATION, INC., TO CONSTRUCT, MANAGE AND OPERATE A NEW AIRCRAFT MAINTENANCE/STORAGE HANGAR AND OFFICE FACILITY, AND TO MANAGE AND OPERATE OTHER EXISTING AIRCRAFT HANGARS, OFFICES, THE GENERAL AVIATION PASSENGER TERMINAL, AND RELATED FACILITIES AT LYNCHBURG REGIONAL AIRPORT

WHEREAS, the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City", owns and operates LYNCHBURG REGIONAL AIRPORT, hereinafter referred to as the "Airport", located at 350 Terminal Drive, Campbell County, Virginia; *and*

WHEREAS, Freedom Aviation, Inc., a Virginia corporation, hereinafter referred to as the "Franchisee", is engaged in the business of providing aeronautical services at the Airport as a Fixed Base Operator (FBO); *and*

WHEREAS, the Franchisee wishes to construct a 19,600 square foot aircraft hangar at the Airport to increase its ability to provide aeronautical services as an FBO at the Airport, and to incorporate other existing facilities on the Premises under lease with the City into this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

ARTICLE I – GRANT

Subject to the terms, provisions, and covenants of this Ordinance, the Franchisee is hereby granted the right, privilege, authority, and franchise to 1) construct, manage, and operate a 19,600 square foot aircraft maintenance/storage hangar at the Airport and 2) manage and operate other existing aircraft hangars, maintenance and office complexes, training classrooms, the General Aviation Passenger Terminal, and related facilities as contained in Article III(A) and Article III(B) of this Ordinance for the purpose of providing aeronautical services as a Fixed Base Operator (FBO) at the Airport. **At all times, including but not limited to, after termination or expiration of the franchise granted by this Ordinance, title to any and all improvements or facilities on the Premises, whether fully or partially completed, including those constructed by the Franchisee at the Airport and/or the Premises (e.g., the new 19,600 square foot hangar), shall be and remain exclusively with the City.** The new 19,600 square foot hangar shall be constructed in accordance with all applicable building codes and regulations, the Airport's Minimum Operating Standards for Aeronautical Services or Activities, and all reasonably applicable workman-like standards. It shall be the Franchisee's responsibility to apply for and obtain all permits and licenses necessary for the construction of new facilities, buildings, or structures at the Airport.

Nothing herein shall be construed as granting the Franchisee any exclusive rights for aeronautical activity at the Airport, nor preventing the City from creating, modifying, and enforcing any "minimum standards" which would be applicable to all firms or individuals providing goods, services, or engaging in commercial or non-commercial activity at the Airport.

ARTICLE II – TERM

The Franchisee's use of the Airport shall be subject to two separate terms, shown as follows:

A. **Term 1.** This term applies to that certain portion of the Airport described in Article III(A) of this Ordinance, and shall be for a period of twenty (20) years and six (6) months, beginning on May 1, 2022, and ending on October 31, 2042.

B. **Term 2**. This term applies to that certain portion of the Airport described in Article III(B) of this Ordinance, and shall be as follows:

1. **Initial Term**. The initial term shall be for a period of five (5) years, beginning on May 1, 2022, and ending on April 30, 2027.

2. **Extension of Franchise**. At the end of the initial term, the City and the Franchisee shall have the option of renewing for a second five (5) year term, beginning on May 1, 2027. The City and the Franchisee, if renewal is mutually desired under such terms and conditions mutually agreed upon by the same, shall negotiate in good faith to accomplish the same.

ARTICLE III – AIRPORT PROPERTY PROVIDED TO FRANCHISEE

A. **Term 1**. The City does hereby let and provide unto the Franchisee, solely for the period stated in Term 1 above, the following facilities and building site at the Airport:

1. An aircraft hangar, consisting of 15,800 square feet known as Hangar #17 (old Hangar #8), as shown on **Exhibit A**.

2. An aircraft maintenance shop area and office complex, consisting of 15,134 square feet known as Building #18 (old AP212), as shown on **Exhibit A**.

3. An aircraft hangar, consisting of 13,320 square feet known as Hangar #19 (old Hangar #7), as shown on **Exhibit A**.

4. An aircraft hangar, consisting of 13,200 square feet known as Hangar #21 (old Hangar #9), as shown on **Exhibit A**.

5. A 45,600 square foot building site on which the Franchisee will construct a new 19,600 square foot aircraft hangar to be known as Hangar #16 and located adjacent to Hangar #17, as shown on **Exhibit A**.

B. **Term 2.** The City does hereby let and provide unto the Franchisee, solely for the period stated in Term 2 above, the following facilities and buildings at the Airport:

1. The aircraft storage hangar consisting of 10,000 square feet known as Hangar #6 (old Hangar #4), as shown on **Exhibit B**.

2. A training classroom building consisting of 1,275 square feet known as Building #8 (old AP210), as shown on **Exhibit B**.

3. The tin storage hangar consisting of 5,600 square feet known as Hangar #9 (old Hangar #2), as shown on **Exhibit B**.

4. The General Aviation Terminal Building, including its public use space, offices, and related facilities consisting of 4,465 square feet known as Building #11, as shown on **Exhibit B**. **The Franchisee shall operate and manage the public use portions of the General Aviation Terminal Building for the purpose of providing aviation services for the general aviation**

community and for the benefit of the public.

5. The maintenance hangar complex consisting of 12,000 square feet and attached office consisting of 2,400 square feet together known as Hangar #25 (old Hangar #5), as shown on **Exhibit B**.

The Franchisee may also use the public aircraft ramp and public vehicle parking areas adjacent to the above buildings, as shown on **Exhibit C,** as permitted by the Airport Director.

The word "Premises", when used in this Ordinance, shall be deemed to refer to all of the aforementioned hangars, facilities, buildings, sites, the training classroom, the aircraft maintenance area and office complex, the General Aviation Terminal Building, and be defined by a boundary line extending 25 feet from each structure, including the approximate dimension of the future Hangar #16 building site as shown by the boundary line depicted on Exhibit A.

The Franchisee's use and possession of the Premises during the franchise granted by this Ordinance is subject to a right of entry reserved to the City to conduct inspections and any other rights herein reserved to the City with respect to the Premises.

The Franchisee will have the right of quiet enjoyment and possession for use of the Premises, subject to the terms, covenants, and provisions in this Ordinance, but title to the Premises, including all facilities constructed thereon, shall always remain exclusively with the City. **Unless otherwise permitted in this Ordinance or by the written approval of the Airport Director, the Franchisee does NOT have the authority to use any other property or facilities not identified under this Article.**

ARTICLE IV – SCOPE OF SERVICES TO BE OFFERED BY THE FRANCHISEE

The Franchisee shall provide Fixed Base Operator (FBO) services at the Airport in accordance with all applicable FBO requirements as contained in the *Airport Minimum Standards for Aeronautical Services or Activities* (Minimum Standards), as approved by Lynchburg City Council on August 10, 2004, updated by the Lynchburg Regional Airport Commission on November 20, 2017, and approved by the City Manager on December 6, 2017, or the most current version as amended, with the exception that the sharing with another authorized FBO (or FBOs) of the required fuel storage tanks under Section IV(L)(3) of the Minimum Standards shall be permitted. In the event of a conflict between this Ordinance and the Minimum Standards, then this Ordinance shall be controlling. In the event of a conflict as to the required scope of services, then the Minimum Standards shall control.

ARTICLE V – FINANCIAL PROVISIONS

The Franchisee shall pay rent for use of the Premises and the franchise privileges granted by this Ordinance. All payments shall be made payable to the City of Lynchburg, Virginia, made without notice or demand, and made at the Airport Director's Office at the Airport, 350 Terminal Drive, Suite 100, Lynchburg, VA 24502.

A. **Rent for facilities described under Article III(A) of this Ordinance.**

Rent for the **Hangars and Maintenance/Office Complex** described under **Article III(A)(1,2,3)** of this Ordinance, as shown on **Exhibit A**, shall be made according to the following schedule:

1. Beginning May 1, 2022, the Franchisee shall pay the City a sum of SEVENTEEN THOUSAND THREE HUNDRED SEVENTY-FIVE AND 50/100 DOLLARS ($17,375.50), and pay the same on or before the 15th day of every month thereafter, through April 30, 2023.

2. Beginning May 1, 2023, the Franchisee shall pay the City a sum of TWENTY-FOUR THOUSAND TWO HUNDRED TWELVE AND 75/100 ($24,212.75), and pay the same on or before the 15th day of every month thereafter, through April 30, 2024.

3. Beginning May 1, 2024, the Franchisee shall pay the City a sum of THIRTY-ONE THOUSAND FIFTY AND 00/100 DOLLARS ($31,050.00), and pay the same on or before the 15th day of every month thereafter, through the remainder of Term 1. However, beginning May 1, 2025, and on the first day of May of each year thereafter, monthly rent shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

Rent for a **Hangar and Hangar Building Site** described under **Article III(A)(4,5)** of this Ordinance and as shown on **Exhibit A** shall be made according to the following schedule:

4. Hangar #21, as described in **Article III(A)(4)** of this Ordinance and shown on **Exhibit A**, beginning on May 1, 2022, the Franchisee shall pay the City a sum of ONE THOUSAND TWENTY-FIVE AND 00/100 DOLLARS ($1,025.00), and pay the same on or before the 15th day of every month thereafter through December 31, 2027. Beginning January 1, 2028, the Franchisee shall pay as rent for the use of Hangar #21, as described in Article III(A)(4) of this Ordinance, as shown on Exhibit A, the sum of SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS ($7,600.00) and pay the same on or before the 15th day of every month thereafter throughout the remainder of Term 1. Beginning on May 1, 2023, and on the first day of May each year thereafter, the rent shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

5. As rent for the 45,600 square foot building site for the new 19,600 square foot hangar (#16) described in **Article III(A)(5)** of this Ordinance, shown on **Exhibit A**, beginning on May 1, 2022, the Franchisee shall pay the City a sum of ONE THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($1,900.00), and pay the same on or before the 15th day of every month thereafter throughout the remainder of Term 1. Beginning on May 1, 2023, and on the first day of May each year thereafter, the rent shall be adjusted in accordance with the U.S. Bureau of

Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

B. **Rent for facilities described under Article III(B) of this Ordinance.**

For those facilities described under **Article III(B)** of this Ordinance, shown on **Exhibit B**, beginning on May 1, 2022 the Franchisee shall pay the City a sum of TWENTY THOUSAND NINETY-FIVE AND 92/100 DOLLARS ($20,095.92) and pay the same on or before the 15th day of every month thereafter, through the remainder of Term 2. Beginning on May 1, 2023, and on the first day of May of each year thereafter, the rent shall be adjusted in accordance with the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), All Items, U.S. City Average, or two percent (2%), whichever is greater. The CPI-U shall be determined by an amount equal to the percentage change in the CPI-U occurring between February (the two months prior to the beginning of the next lease year) of the prior calendar year and February of the then current calendar year, determined by subtracting the prior year's February CPI rate from the current year's February CPI rate, dividing the difference by the prior year's February CPI rate and multiplying the quotient by 100 [(e.g. current year's February CPI rate minus prior year's February CPI rate), divided by the prior year's CPI rate x 100 = factor]. The resulting annual rate shall be effective for a twelve (12) month period.

C. **Fuel Flowage Fee.**

The Franchisee shall pay the City a per gallon Fuel Flowage Fee of nine cents (9¢) per gallon, or the prevailing fee as may be adjusted by the City from time to time, for all fuel sold and/or pumped *except* for scheduled airline aircraft, military aircraft, or contract into plane fuel sales to other FAR Part 121 or Part 135 airline or airfreight aircraft that are on file with the Airport Director's office and subject to a separate landing fee based on aircraft weight and collected by the Airport Director.

D. **Landing and Parking Fees.**

For landing fees for general aviation aircraft engaged in commercial operation at the Airport, the Franchisee shall pay the City 75% of all net receipts derived from such landing fees. The provisions of this section shall not apply to any aircraft the City determines are subject to landing fees based upon Aircraft Landed Weight, and the City will bill and collect any landing fees directly for such aircraft. For parking fees imposed by the Airport for aircraft parking on public-use ramps (non-airline terminal) consistent with Airport Policy Advisory #1301 dated November 20, 2013, the Franchisee shall pay the City 75% of all net receipts derived from such parking fees.

E. **Late Payments.**

If any of the fees and rents due under this Ordinance are not paid within ten (10) days of the due date, the Franchisee shall pay the City a five percent (5%) late penalty on the amount of such delinquent payment, which penalty shall at once become due and payable. In addition, the Franchisee shall pay the City interest, at a rate equal to the prime lending rate as quoted in the Wall

Street Journal on the due date for such delinquent payment, on the delinquent payment and applicable penalty. Such interest shall begin on the day following the due date for such delinquent payment and applicable penalty, and all interest shall be calculated on a 365-day year. In the event it becomes necessary for the City to institute legal proceedings to collect any of the rent, fees, penalty, interest, or other charges payable under this Ordinance, the non-prevailing party shall pay all reasonable and necessary expenses incurred by the prevailing party in such legal proceedings, including reasonable attorney's fees.

ARTICLE VI – USE AND MAINTENANCE OF THE PREMISES

A. The Franchisee shall use the Premises for and in accord with Section III (FBOs – General Requirements) and Section IV (FBOs – Required Minimum Standards) of the *Airport Minimum Standards for Aeronautical Services or Activities* dated August 10, 2004, updated by the Lynchburg Regional Airport Commission on November 20, 2017, and approved by the City Manager on December 6, 2017 (or comparable sections applicable to FBOs as contained in any future amended version), except for certain fuel storage requirements as specified in Article IV - (Scope of Services to be Offered by the Franchisee) of this Ordinance, and any other for-profit aeronautical activities as permitted by the Minimum Standards, including all application and approval procedures as outlined in the Minimum Standards.

1. **Other Uses.** The Franchisee shall not use the Premises for non-aeronautical purposes without the prior written consent of the Airport Director and the FAA. Such consent shall not be given if the FAA determines that such non-aeronautical use does not conform to the Airport's ALP and FAA's revenue use provisions. The Franchisee may not use the Premises for aviation-related activities other than those referenced in Article IV of this Ordinance, unless the Franchisee has met the requirements of the Airport's Minimum Standards and obtained the prior written consent of the Airport Director.

2. **Unsafe Activities and Materials.** The Franchisee shall not introduce into or onto the Premises, or any other part of the Airport, any equipment, materials, conditions, and/or activities which would be unsafe, detrimental to the public, or which would detrimentally affect the ability of others to utilize the Airport's facilities. In addition, the Franchisee shall give immediate notice to the City in case of fire or accident occurring on or about the Premises, and of any damage and/or injury occurring there to any person, property, and/or equipment.

3. **Appearance of Premises.** The Franchisee shall keep the Premises in neat condition and good order.

4. **Minimize Impact**. The Franchisee shall conduct its operations in an orderly and proper manner so that it will not unreasonably annoy, disturb, or interfere with others conducting business or other operations on or near the Airport. The Franchisee shall take all reasonable measures to keep the sound level of its operations as low as reasonably possible, particularly during hours of darkness.

5. **Aircraft Engine Run-Ups**. Aircraft maintenance run-ups shall be limited to a predetermined location on the Airport and specific hours as approved by the Airport Director.

B. **Subleases.** The Franchisee may sublet suitable portions of the Premises to aircraft owners, aeronautical operators, or Specialized Aircraft Service Operators (SASOs) consistent with the requirements of the Airport's Minimum Standards. The renting of hangar space for individual aircraft customers, however, shall not constitute a sublease unless dedicated hangar space is under the exclusive control of a lessee. Where such subleases would affect the general public in any way, as determined by the City, then such subleases shall be approved in writing by the Airport Director.

C. **Additions and Alterations**. The Franchisee shall have the right, within the terms of this Ordinance, to make alterations, attach fixtures, and erect additions and structures in or upon the Premises upon advance written approval of the Airport Director. Such alterations, fixtures, and additions will become the property of the City upon the termination or expiration of the franchise granted by this Ordinance. It is understood that while it shall be the right of the City to enlarge or improve the Premises leased hereunder, there shall be no duty or obligation upon the City to do so under the terms, provisions, and covenants of this Ordinance.

D. **Illumination.** The Franchisee shall maintain the existing lighting around the interior and exterior of the Premises to ensure the safe operation of equipment and passage of persons. The City shall be responsible for all roadway and parking lot lighting in public areas.

E. **Utilities**. The Franchisee shall arrange for all heating, sewer, gas, water, electricity, telephone, and/or other utility services which may arise from the Franchisee's use of the Premises and shall purchase utilities directly from the respective supplier. If required by the City or utility agencies as a condition of said services, the Franchisee shall install standard metering devices for the measuring of such services. In the event it shall become necessary to make changes upon the Premises, or within the structures covered by this Ordinance, such as wiring, plumbing, or similar installations, as a condition of the continuance of utility services, and the Franchisee desires to continue such services, the Franchisee shall promptly make such changes in installations, as directed and required by the utility organizations. The City shall have the right, without compensation to the Franchisee, to install and maintain in, on, or across the Premises, sewer, water, gas, electric, telephone lines, electric substations, street widening or other installations necessary to the operation of the Airport, or to service the other tenants of the Airport. All utilities required by the Franchisee pursuant to this subsection shall be at the sole expense of the Franchisee, and the Franchisee shall be responsible for obtaining all necessary permits or licenses for the installation, repair, or relocation of such utilities.

F. **Snow and Ice.** The Franchisee shall promptly remove snow and ice from the Premises.

G. **Signs**. Prior to the erection, construction, or placing of any identifying sign(s) on the Premises, the Franchisee shall obtain the written approval of the Airport Director. The Franchisee shall submit to the Airport Director such drawings, sketches, design dimensions, including the type, number, and character of the sign(s) and the proposed means of attachment, as is necessary to obtain such approval.

H. **General Privileges**. The City grants the Franchisee the following general Airport privileges, uses, and rights in common with others, subject to the terms, provisions, and covenants set forth herein:

1. **Common Areas.** The Franchisee will be permitted the non-exclusive right to use in common with others now or hereafter duly authorized, any and all air navigation facilities which now or have been or may hereafter be provided by the City, federal, or state governments, for the generality thereof, the landing field, the runways, aprons, taxiways, floodlights, landing lights, signals, beacons, aids to navigation, and other conveniences for the flying, landing, and takeoff of the Franchisee's aircraft.

2. **Ingress/Egress.** The Franchisee shall have reasonable rights of ingress and egress from the Premises and over the Airport's roadways, including common use roadways, subject to the Airport's Security Program. The rights of ingress and egress granted herein are granted to the Franchisee's employees, guests, patrons, invitees, suppliers, and other individuals authorized by the Franchisee. If requested to do so by the FAA, or for the purpose of construction or any aeronautical purpose, the City shall have the right to establish and/or limit hours in which the Franchisee may exercise its rights of ingress and egress, by providing the Franchisee with prior written notice of the proposed changes.

I. **Other Facilities.** It is possible the Franchisee, the City, and/or others will wish to construct hangars or other aviation or non-aviation facilities at the Airport, or change the use of or lease existing facilities at the Airport, other than those let to the Franchisee under this Ordinance. Nothing in this Ordinance shall prevent the City or others from constructing new facilities, or making different uses or changing the uses of or letting existing facilities, other than those let to the Franchisee under this Ordinance, or from additional contracts being made between the City, the Franchisee, or others to construct, operate, or let such new or existing facilities, including the right to demolish and/or replace existing buildings or structures. Separate agreements may be negotiated between the City, the Franchisee, and/or others to construct T-hangars, common hangars, or other facilities at the Airport with different terms, provisions, and covenants than this Ordinance.

J. **The Franchisee's Property**. All personal property, aircraft, and equipment belonging to the Franchisee, its agents, employees, patrons, etc., located on or about the Premises shall be there at the sole risk of the Franchisee, and the City shall not be obligated hereunder to carry any insurance on any personal property, aircraft, or equipment owned by the same, nor liable for any loss, damage, or expense with respect thereto, regardless of how such loss or damage shall occur. The City shall not be liable for the theft, misappropriation, or loss thereof, or for any damage or injury thereto regardless of how they occurred.

K. **Condition and Maintenance of Premises.**

The Franchisee accepts the Premises in its current condition and shall cause to be removed all trash and garbage, and shall not deposit the same on any part of the Airport except temporarily in conjunction with the collection or removal thereof. The Franchisee shall not store large quantities of aviation fuel, oils, de-icer, or similar substances on the Premises in a manner not approved for storage of flammable or hazardous substances. The Franchisee shall dispose of fuel, oils, de-icer, or other hazardous substances in manners required by applicable law. Further, while the franchise granted by this Ordinance is in effect, the Franchisee shall keep and maintain the Premises, including all buildings and facilities, in substantially the same order and repair as of the Franchisee's acceptance date of this Ordinance, ordinary wear and tear excepted; provided, however, the City shall, as it becomes necessary for the preservation of the Premises, maintain and make all repairs and replacements to the roofs of buildings, structural components, and exterior painting of buildings. Such repairs and replacements shall be undertaken in good faith and completed within a reasonable amount of time. The City and the Franchisee agree to coordinate together, by way of a written plan, to resolve any necessary repairs and replacements.

1. **Maintenance – Facilities listed under Article III (A, B).** With the exception of Hangars #16 and #21 as specified below, the Franchisee shall be responsible for maintaining and making all non-structural repairs to the facilities leased or used on the Premises, including but not being limited to: hangar doors, screens, glass, office and hangar lighting, walls, flooring and carpet replacement, plumbing, electrical, and all HVAC, including heating equipment in the aircraft maintenance and storage hangars. The total replacement of entire HVAC, hangar heating,

mechanical, electrical, and lighting systems shall be the responsibility of the City upon the determination by a qualified professional vendor acceptable to both the City and the Franchisee that any such system has reached the end of its useful life and/or is beyond repair. Further, (i) the Franchisee shall repair all damages caused by its agents, employees, guests, and patrons on the Premises; (ii) the Franchisee shall perform interior painting and any other preventive maintenance needed to maintain the Premises in a presentable, safe, and operating condition, or when the City determines it necessary to maintain the Premises in a proper condition; and (iii) the Franchisee shall perform all regular grounds maintenance around the Premises including debris removal, mowing, and maintenance of landscaped areas. The City reserves the right to enter the Premises at reasonable times, as determined by the City, to make inspections to ensure the maintenance and upkeep provisions described herein are upheld. Should the Franchisee fail to keep the Premises in good order and repair as is required to preserve the general appearance and value of the Premises, and if such maintenance and repair is not undertaken within ten (10) days of written notice to do the same, then the City shall have the right to enter the Premises and perform the necessary maintenance or repairs, and the Franchisee shall be responsible for the cost of the same.

2. **Maintenance – Hangar #21**. The Franchisee shall be responsible for all cleaning, system(s), replacements, repair and maintenance, both interior and exterior, of Hangar #21 from May 1, 2022 through December 31, 2027. During this initial period, the Franchisee shall keep and maintain the Premises in substantially the same order and repair as at the inception of the franchise granted by this Ordinance, ordinary wear and tear excepted. Effective January 1, 2028, the Franchisee shall be subject to maintaining the Premises in accordance with the provisions of Article VI(K)(1) of this Ordinance.

3. **Maintenance – New 19,600 Square Foot Hangar (Hangar #16)**. The Franchisee shall be responsible for all cleaning, system(s), replacements, repair and maintenance, both interior and exterior, of the new 19,600 square foot hangar. This obligation shall cease upon the date of early termination of Term 1 of this Ordinance (or any agreement or lease arising from or related to the Ordinance) as provided in Article XIII of this Ordinance.

ARTICLE VII – RULES, REGULATIONS AND OTHER REQUIREMENTS

A. **The City's Rules.** The Franchisee shall observe all rules and regulations currently in force, or from time to time promulgated by the City, which in the City's judgment are needed for the general well-being and safety of the Premises and the Airport of which they are a part; provided, however, that any such rules and regulations shall be of general application to other similarly situated Airport tenants and users. The rules and regulations may, at the discretion of the City, be modified from time to time.

B. **The Airport's Minimum Standards.** The Franchisee and all other persons over whom the Franchisee has authority, direction, control, or responsibility including, without limitation, employees, agents, or persons it invites or permits to be on the Premises, shall be subject to and shall comply with all provisions of the *Airport Minimum Standards for Aeronautical Services or Activities* for the Lynchburg Regional Airport dated August 10, 2004, and updated on December 6, 2017, and any amendments thereto, and any other resolutions, regulations, or directives issued by the Lynchburg City Council and/or the City's Airport Director. The Minimum Standards are incorporated into this Ordinance by reference as if fully set forth herein and are attached as Exhibit D. In the event of a conflict between the terms, provisions, and covenants of this Ordinance and the Minimum Standards, the terms, provisions, and covenants of this Ordinance shall be controlling. In the event of a conflict as to the required scope of services, however, the Minimum Standards shall control.

C. **Compliance with Airport Assurances**. The Franchisee shall conduct its operations and activities under this Ordinance in accordance with the obligations of the City to the United States of America as well as to the Commonwealth of Virginia under any existing or future grant agreements. The Franchisee shall comply with all requirements of the FAA Airport Sponsor Assurances as applicable including, but not limited to:

   1. That the Franchisee shall furnish all services and facilities on a fair, reasonable, and not unlawfully discriminatory basis to all users thereof; and,

   2. That the Franchisee shall charge fair, reasonable, and not unlawfully discriminatory prices for each unit or service, provided that the Franchisee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

D. **Licenses and Other Authorizations.** The Franchisee shall procure from all governmental authorities having jurisdiction over its activities and/or its operations on the Premises and/or at the Airport, and shall maintain, while the franchise granted by this Ordinance is in effect, all governmental or other licenses, certificates, permits, or other authorizations which are or may be required and/or necessary for the conduct of its operations or any activities at the Airport. The Franchisee shall provide proof of the existence of such authorization(s) to the City upon the adoption of this Ordinance. Thereafter, such proof shall be provided upon request, written or oral.

E. **Rules and Regulations of Others.** In exercising the rights and privileges granted to it herein, the Franchisee shall observe, obey, and comply with all federal, state, and local laws, regulations, ordinances, orders, directives, and other requirements applicable to the Premises, the Airport, and/or the Franchisee's operations at the Airport. This requirement shall include, without limitation, the obligation to comply with all applicable FAA, EPA, and/or DEQ regulations, other environmental or hazardous waste laws or regulations, and other orders and directives. The Franchisee shall obtain all necessary FAA, EPA, and/or DEQ approvals required in connection with its operations and/or any activities on the Premises and/or the Airport. The Franchisee shall promptly provide notice to the City of any notice of violation, warning, summons, or legal process received by the Franchisee in connection with the enforcement of any such laws, regulations, ordinances, orders, directives and other requirements.

F. **Drug-Free Workplace**. The Franchisee, its employees, and/or agents, while at the Airport, are prohibited from: (a) the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or any controlled substance(s); and (b) any impairment or incapacitation from the use of alcohol or controlled substances. The use of drugs in connection with legitimate medical purposes may be permitted. The Franchisee will comply with the Drug-Free Workplace Act in all relevant respects.

G. **Discrimination**. The Franchisee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant that (a) no person on the grounds of race, color, religion, sex, national origin, or any other basis prohibited by applicable law, shall be unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, and (b) that the Franchisee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, added to, or changed. In addition, the Franchisee shall not, on the grounds of race, color, national origin, sex, religion, or any other basis prohibited by applicable law, unlawfully discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation regulations and Title VI of the Civil Rights Act of 1964. The City reserves the right to take such action as the federal government may direct to enforce this provision. Further, the Franchisee shall not engage in any similarly discriminatory treatment of customers, subtenants, or members of the public, including requiring belief in a certain religion or church affiliation for the receipt of services at the Airport, use of facilities at the Airport, or use of the Premises.

H. **Taxes and/or Charges**. The Franchisee shall pay all taxes, fees, and/or charges, if any, with respect to the Premises, this Ordinance, and/or its operations on the Premises.

I. **Fines**. In the event the City is fined by any local, state, or federal authority for the failure of the Franchisee to abide by all applicable rules and regulations in its operations and activities at the Airport, and in particular, should the Franchisee violate any rules or regulations pertaining to security, the Franchisee shall be responsible for the payment of all penalties and fines.

J. **Record Keeping**. The Franchisee shall keep accurate records, books, and accounts concerning its sale of aviation fuel, collection of parking and landing fees, and names and addresses of any FAR Part 121 air carriers for billing purposes by the Airport. The Franchisee shall further record the number and identification of aircraft using its hangars and/or tie-downs at the Airport.

On or before the 15th day of each calendar month, the Franchisee shall provide the City with a statement detailing the source and amount of the Franchisee's gross receipts from parking and landing fees, the gross gallonage pumped to all users, a breakdown of all fuel sales (such as Avgas and Jet A), and by class of user (such as military, commercial airline, retail general aviation based/transient, and inter-company) during the preceding calendar month.

Upon the written request of the Airport Director, the Franchisee shall allow the City reasonable access to its books, records, files, accounts, other sources and repositories of information, and its facilities, as may be pertinent to parking and landing fees, fueling operations, and any other aeronautical services the Franchisee performs at the Airport, in order to allow the City and/or the FAA to investigate and/or determine the Franchisee's compliance with this Ordinance and/or with any law, rule, order, or regulation pertaining to the Franchisee's activities or operations at the Airport. In the event that any information sought by the City is within the exclusive possession of another who fails or refuses to furnish the information, the Franchisee shall pursue all available efforts and means to obtain the information, and the Franchisee shall provide the City with a written description of the efforts made by it to obtain the information.

At its option, the City may conduct a special audit of the Franchisee's books and accounts of parking and landing fees, fueling operations, and any other aeronautical services the Franchisee performs at the Airport. If conducted, the audit shall be performed by an Independent Certified Public Accountant selected by the City. The cost of the audit shall be paid by the City.

All such records described in this subsection shall be kept throughout the existence of the franchise granted by this Ordinance and for a period of at least five (5) years thereafter its termination or expiration and shall make the same available to the Airport Director upon request, written or oral.

K. **Commonwealth of Virginia Annual Based Aircraft Survey**. The Franchisee shall be responsible for accurately preparing and submitting to the City, the annual Virginia Department of Aviation

Annual Aircraft Survey as required by the Code of Virginia, by reporting all aircraft based on its Premises for a period of greater than six (6) months during a specified calendar or applicable fiscal year.

L. **Employee Identification.** The Franchisee shall require its line employees to wear uniforms, and shall require all employees who have City-authorized access to the Security Identification Display Area (AOA Area Number 1) and/or the FAA designated Aircraft Movement Area of the airfield to wear identification badges which conform to the Airport's Security Program. Such uniforms and identification badges are subject to the prior and continuing approval of the City. All personnel of the Franchisee who are required to hold FAA certificates and/or ratings shall maintain such certificates and ratings in a current status, and the Franchisee shall maintain copies of such certificates and/or ratings in files located on the Premises and shall allow the City to inspect such documents upon request, written or oral.

M. The Franchisee shall provide equal access by all classes of airport users to public areas of all hangars, buildings, and related public facilities under the Franchisee's/FBO Tenant's control.

N. The Franchisee shall offer comparable fuel service discounts on a non-discriminatory basis to all LYH based aircraft fuel customers pursuant to a published volume discount methodology that is made available to the public. The Franchisee shall also be free to offer fuel service discounts as part of negotiated bundled services to its customers who subscribe to multiple services as part of a multiple services package price so long as such discounts/subscriptions are in compliance with FAA regulations, grant assurances, applicable laws, and are reduced to writing and made available for review by the City upon request, written or oral.

ARTICLE VIII – DAMAGE OR DESTRUCTION OF PREMISES

A. **Casualty Insurance.** The Franchisee shall cause all buildings, structures, and fixtures located in or on the Premises to be insured to the extent of one hundred percent (100%) of the full replacement value thereof, against damage or destruction by fire, flood, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicle, smoke, calamity, or act of God ("Casualty"), as follows:

1. Aircraft Maintenance Hangars/Offices	$ 4,000,000
2. Aircraft Storage Hangar	$ 1,000,000
3. New aircraft hangar and offices	$ TBD
4. Maintenance Hangar & Office Space	$ 1,000,000
5. Tin Storage Hangar	$ 100,000
6. Aircraft Storage Hangar	$ 200,000
7. Flight Training Building	$ 150,000
8. General Aviation Terminal	$ 1,000,000

The Franchisee shall regularly review and update this coverage. The City assumes no obligation to repair or replace any building, structure, or fixture in or on the Premises which is destroyed by Casualty.

B. **Loss of Use.** If the Franchisee's use of the Premises is impaired due to damage, but not rendered untenantable by Casualty, and such impairment was not due to the negligent or willful acts of the Franchisee, its employees, agents, customers, patrons, or any persons it permits to be on the Premises, then the Franchisee shall turn over to the City any insurance proceeds it receives for the damage to the Premises, and the City will effect repairs to the extent of such proceeds. If the damage shall be so extensive as to render untenantable the Franchisee's use of the Premises, but capable of being repaired in thirty (30) days, the Franchisee shall turn over to the City any insurance proceeds it receives for the damage to the Premises and the City will effect repairs to the extent of such proceeds, and the fees payable hereunder shall be proportionately paid up to the time of such damage and thereafter cease until such time as the Premises shall be restored. In any case, if a portion of the Premises is completely destroyed by Casualty, or is so damaged that the Premises will remain untenantable for more than thirty (30) days, then the Franchisee shall turn over to the City any insurance proceeds it receives for the damage or destruction, and the City, at its sole option, may (i) repair and reconstruct the Premises to the extent of such proceeds, and the rent payable hereunder with respect to the Franchisee's use of the Premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as said Premises shall be fully restored, or (ii) notify the Franchisee within sixty (60) days of the time of such damage or destruction that the City does not propose to restore the building, hangar, office or other facility, in which case the rent due under Article IV of this Ordinance shall be proportionately reduced for the space that is no longer tenantable from the time of such damage or destruction, but, (iii) if the damage or destruction is so severe and widespread as to prevent the Franchisee from conducting its business, then the City shall give the Franchisee notice of its intention to terminate the franchise granted by this Ordinance in its entirety, as of the date of such damage or destruction, and such franchise shall be terminated without any further obligation of the City to the Franchisee. Should the Franchisee fail to adequately insure the Premises at their replacement value, as required herein, then the Franchisee shall be required to pay the cost(s) of replacing and reconstructing the Premises which are not covered by its insurance proceeds.

C. **Responsibility for Damage/Destruction**. The Franchisee is responsible for any damage or destruction of the Premises caused by the negligent or willful acts of the Franchisee, its employees, agents, customers, patrons, or any persons it permits to be on the Premises.

D. **Other-Loss.** As it relates to the Premises, the City shall not be liable for any damage or injury to the Franchisee, its employees, agents, customers, patrons, any other person, or any property caused by Casualty, leaks from the roof or any other portion of the Premises, bursting or leaking pipes, plumbing, electrical wiring, or equipment or fixtures of any kind. The Franchisee shall obtain insurance covering injury or damage to persons and property resulting from such occurrences.

ARTICLE IX – INDEMNITY AND INSURANCE

A. **Indemnification**. The Franchisee shall indemnify, hold harmless, and defend the City, its agents, officials, and employees from any and all liabilities, damages, expenses, causes of action, suits, claims, and judgments, including all court costs, legal fees, and other related costs, hereafter "Liabilities", which may accrue against, be charged to, or recovered from or sought to be recovered from the City, its agents, officials, and employees, by reason of or on account of (i) damage to the property of the City; (ii) damage to the property of third parties; (iii) injury to or death of any person arising from the Franchisee's use or occupancy of the Premises; (iv) injury to or death of any person arising from the use or occupation of Franchisee's aircraft, equipment, or property; (v) the performance (or nonperformance) of any services or actions by the Franchisee, its agents, employees, officials, and/or subtenants on the Premises, or (vi) the existence of the franchise granted by this Ordinance. The Franchisee shall afford the City a reasonable opportunity to investigate any claim against the City or the Franchisee, its agents, employees, or duly authorized representatives. The Franchisee shall not be required to indemnify, hold harmless, or provide a defense for the City in the event the Liabilities were caused by the negligent or willful acts or omissions of the City, its agents, or its employees.

B. **Insurance.**

1. **Requirement**. In addition to any other insurance coverage required by this Ordinance (e.g., insurance to cover the damage or loss of property and/or equipment in or on the Premises), the Franchisee, at its sole expense, shall obtain and maintain, while the franchise granted by this Ordinance is in effect, the following insurance coverage:

    a. $3,000,000 Airport General Liability Insurance for bodily injury and property damage.

    b. $3,000,000 Products and Completed Operations Liability Insurance for aircraft refueling, maintenance, sales, and the sale of aircraft parts.

    c. All Risk Replacement Cost Property Insurance in the amounts set forth in ARTICLE VIII of this Ordinance.

    d. If the Franchisee should sublet a hangar or store aircraft which the Franchisee does not own, the Franchisee shall obtain waivers of subrogation for damage to aircraft, or maintain Hangar Keeper's liability coverage, including aircraft in the care, custody and control of the Franchisee, with limits equal to the highest single value/each aircraft and the total value of all aircraft/each occurrence, insuring the Franchisee and the City against liability from loss or damage to property. The word "own" shall mean ownership of marketable title appropriately documented on the applicable Federal Aviation Administration registration certificate and properly filed with the FAA, or the exclusive use and control of an aircraft pursuant to a valid enforceable lease of six months or longer. The Franchisee shall provide proof of ownership to the Airport Director upon request. At no time, however, shall the Hangar Keeper's liability coverage required by this section be less than $1,000,000 for each aircraft and $2,000,000 per occurrence, or have a deductible greater than $25,000 per occurrence.

    e. $3,000,000 Automobile Liability combined single limit for AOA/SIDA vehicles that are not licensed for public roads; $1,000,000 Automobile Liability combined single limit for all other AOA vehicles that are restricted to the General Aviation area only (licensed for operation on public roads).

    f. Fuel Trucks, $3,000,000 combined single limit for bodily injury and property damage.

    g. Worker's Compensation Insurance as required by the Commonwealth of Virginia.

    h. All other insurance required by law.

2. **Required Provisions.** All insurance required hereunder shall be obtained with the following:

a. The City, its agents, officials, and employees shall be named as additional insureds under the terms and conditions of the policies covering liability for personal and/or physical injuries (including death) and property damage, and policies covering City-owned buildings, structures, or facilities leased hereunder. Certificates of Insurance illustrating the same shall be provided to the City's Risk Manager.

b. Any deductible or self-insured retention applicable to required coverages shall be paid by the Franchisee and the City shall not be required to participate therewith.

c. Each of the insurance policies and certificates required herein, except for Workers' Compensation Insurance, shall bear the provision that the insurance company agrees that thirty (30) days prior to cancellation of or reduction in the insurance afforded by the policy, written notice shall be provided to the City's Risk Manager.

d. The insurance required of the Franchisee herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of the Franchisee and shall not contribute therewith.

e. The Franchisee's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the City.

f. Neither the City nor the Franchisee shall be liable to the other party or to the insurer of the other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage, and the parties specifically waive, but only to the extent permitted by the provisions of the insurance policy in question, their rights of subrogation as aforesaid. If either party's insurer does not waive its right of subrogation or the insurer's policy prohibits or does not allow for said waiver of subrogation, then the other party is also relieved of its waiver of subrogation obligation as aforesaid.

g. All insurance will be obtained by the Franchisee from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

3. **Certificates Required**. The Franchisee shall provide the City with Certificates of Insurance confirming the required insurance, coverages, and additional insured endorsements, signed by a person authorized by the insurance company to bind the company to the representations contained therein. Certificates of Insurance shall be provided to the City's Risk Manager by the Franchisee upon the adoption of this Ordinance, upon each anniversary date of such adoption, without demand, and at other times when requested in writing by the City.

4. **Contents Coverage**. The City will not carry, and will not be obligated to provide, any "contents coverage" insuring the contents of any office, hangar, or other space within the Premises. The Franchisee shall provide such coverage while the franchise granted by this Ordinance is in effect and thereafter, if and for so long as any property of the City is located on the Premises.

5. **Subcontractors.** The subcontractors of the Franchisee, who perform their services on Airport property, shall be subject to all of the insurance and indemnification requirements contained

in this Ordinance.

6. **Payment of Insurance Premiums.** The failure of the Franchisee to maintain all of the insurance coverage required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of the franchise granted by this Ordinance, without any prior notice by the City, notwithstanding any contrary provisions contained in Article XIII of this Ordinance.

7. **Liability to the City.** The Franchisee's liability to the City under this Article shall not be limited to the amounts of the insurance coverage provided herein.

8. **Modification of Insurance Requirements**. The City reserves the right to review and/or modify the insurance requirements herein prior to any renewal or extension of the franchise granted by this Ordinance.

ARTICLE X - AIRPORT SECURITY PROGRAM

The Franchisee shall comply, at all times, with the Airport's Security Program (ASP) and requirements. The ASP is set forth in writing and has been provided to the Franchisee. The Franchisee shall, in conducting its activities and operations in or about the Premises and the Airport, be responsible for compliance with the ASP, and shall be liable for and shall pay any Transportation Security Administration (TSA) fine or fee imposed on the City as the result of or in connection with the Franchisee's failure to comply with the ASP. In accordance with the Airport Security Program required by TSA Regulations, the Franchisee shall assume authority and responsibility for pedestrian and vehicular access in and around the Premises and fully comply with the Airport Security Plan. Access to the FAA-designated Aircraft Movement Area shall be permitted only to those employees who have completed Airfield Driver Training.

ARTICLE XI – POTENTIALLY HAZARDOUS SUBSTANCES

A. The Franchisee shall keep the Premises free of all environmental, health, and safety hazards, and/or nuisances of any kind whatsoever. The Franchisee will not make or allow to be made any change in usage, additions, or improvements in, on, or to the Premises which will result in the presence or release of Hazardous Materials on the Premises.

B. The Franchisee shall not install or allow to be installed any underground storage tanks on the Premises. Any above ground storage tanks shall be maintained by the Franchisee in compliance with Virginia's AST permit/operating/financial responsibility requirements. The Franchisee shall keep all records pertaining to above ground storage tanks at the Premises, and shall provide the City with current copies of all permits obtained with respect to such above ground storage tanks. The Franchisee shall provide the City with copies of all records maintained by the Franchisee in connection with Virginia's AST program and requirements on or before the 15th day of January of every calendar year the franchise granted by this Ordinance is in effect.

C. In its activities at the Airport, the Franchisee shall comply with all of the terms and conditions contained in the Stormwater Pollution Prevention Plan for the Airport, the terms and conditions of which are incorporated herein in this Ordinance by reference as if fully set forth herein. The Franchisee will not be responsible for any capital improvements that may be required in order to comply with such Stormwater Pollution Prevention Plan. In addition, in order to prevent or reduce the discharge of pollutants to stormwater resulting from spills of petroleum products or other materials, the Franchisee shall develop and implement a Spill Prevention Control and Countermeasure (SPCC) Plan, if required, in accordance with 40 CFR 112 and other applicable laws.

D. The Franchisee shall be required to obtain, maintain, and comply with all permits, authorizations, and registrations required by applicable law for its operations on the Premises.

E. The City reserves the right to enter the Premises, at any time, to determine whether the Franchisee is complying with the provisions of this Article.

F. The Franchisee shall furnish, within fourteen (14) days of a written request of the City, all report(s), assessment(s), or other document(s) satisfactory to the City showing, to the extent the Premises are being used and/or have been used by it for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any Hazardous Materials, that the Franchisee is in compliance with any applicable federal, state, or local laws, regulations, or ordinances.

G. The Franchisee shall immediately furnish to the Airport Director written notice of any and all releases of Hazardous Materials or substances whenever such releases are required to be reported to any federal, state, or local authority. The Franchisee shall pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. The Franchisee shall also provide the Airport Director with copies of any and all reports resulting from tests on Airport property or made to any governmental agency, which relate to the requirements of this Article and Airport property.

H. The Franchisee shall be responsible, at its sole cost, for the prompt and proper collection and disposal of all toxic or Hazardous Materials, as well as for petroleum product wastes such as waste oil. The Franchisee shall collect waste oil in containers, with suitable containment to collect leaks and/or spillage as the Airport Director shall permit, provided that, in no event, shall the Franchisee collect waste oil in barrels located on unprotected earth or paved areas.

I. The City shall have the right, but not the obligation, to enter onto the Premises and to take such actions as is reasonably necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any of the events previously described, which, if true, could result in an order, suit, or other action against the City affecting any part of the Premises by any governmental agency or otherwise which, in the sole opinion of the City, could jeopardize the City. All costs and expenses incurred by the City in the exercise of any such right shall be payable by the Franchisee upon demand.

J. Regardless of the City's acquiescence, and in addition to indemnification provisions contained elsewhere in this Ordinance, the Franchisee shall defend, indemnify, and hold the City, its agents, officials, and employees harmless from all costs, liabilities, fines, or penalties, including attorney's fees, resulting from or arising out of the Franchisee's violation of this Article. Further, the Franchisee shall reimburse the City, its agents, officials, and employees for any and all costs and expenses incurred in eliminating or remedying such violations. The Franchisee shall also reimburse the City, and hold the City, its agents, officials, and employees harmless from any and all costs, expenses, attorney's fees, and all penalties or civil judgments obtained against the City which result from the Franchisee's use, release, leakage, spillage, discharge, or disposal of any petroleum product, Hazardous Materials, waste, or the like, onto the ground, and into the water, or air. The provisions of this subsection shall have no impact whatsoever on the Franchisee's indemnification obligations to the City under any other agreement, franchise, or other document existing between the Franchisee and the City.

ARTICLE XII – RIGHTS RESERVED BY THE CITY

The City, in addition to any other rights herein retained by it, specifically reserves the following privileges:

A. The Airport Director, or his designee, is hereby designated as the official representative for the enforcement of all terms, provisions, and covenants of this Ordinance with the full power to represent the City in its dealings with the franchise granted hereby with the rights herein described.

B. All actions related to termination or extension of the franchise granted by this Ordinance shall require the formal approval of the Lynchburg City Council.

C. The City reserves the right to enter upon the Premises at any reasonable time, as it may determine, without notice, for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants, terms, and provisions described in this Ordinance.

D. The City reserves the right to enter upon the Premises at any time, without notice, in case of emergency.

E. The City reserves the right to further develop or improve the Airport property surrounding the Premises for the benefit of the Airport as it sees fit, regardless of the desires or views of the Franchisee, and without interference or hindrance.

F. During time of war or national emergency, the City shall have the right to let or license any portion of the Airport to the United States of America for military or national use if requested to do so. If any such lease or license is executed, the covenants, terms, and provisions of the franchise granted by this Ordinance, insofar as they are inconsistent with such lease with the United States of America, shall be suspended, including the Franchisee's obligation to pay rent, which will be suspended altogether or reduced proportionally, as appropriate.

G. The franchise granted by this Ordinance shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America or the Commonwealth of Virginia, relative to the operation, maintenance, or management of the Airport, the execution of which has been, or may be required, as a condition precedent to the expenditure of federal or state funds for the development of the Airport or the continued operation of the Airport. Should the effect of such agreement be to take the Premises let under this Ordinance or substantially destroy the commercial value of such property, either the City or the Franchisee shall have the right to terminate the franchise granted by this Ordinance without further obligation of either of the parties hereto.

H. The City hereby reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein described. This public right of flight shall include the right to cause in said airspace any noise or vibration inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or in operation at the Airport.

I. The City reserves the right to take any action it considers necessary to protect the area of approaches of the Airport against obstruction, together with the right to prevent the Franchisee from erecting or permitting to be erected, any structure on the Premises, which, in the sole opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft. This right includes:

1. Prohibiting the erection of structures or growth of natural objects that would constitute an obstruction to air navigation; and

2. Prohibiting any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport, or interfere with air navigation and communication facilities serving the Airport.

J. The City reserves the right to control all Airport operations. This right includes, but is not limited to, the following: the right to close any Airport facility(ies) or any part of the Premises, without any liability to the Franchisee for the consequences of such closing, when the City deems such closing to be reasonably necessary for the maintenance, repair, or development of any Airport property or facility(ies) and/or for the safety of the general public. This right shall also include the right to reserve adequate apron area for the landing, unloading, and parking of aircraft at the Airport. The City reserves the right to make all Airport facilities developed with federal aid, and all Airport facilities usable for the landing and taking-off of aircraft, available to the United States of America at all times, without charge, for use by military aircraft; except that if use by military aircraft will be substantial, the City may charge the United States of America a reasonable amount, proportionate to the use, to recover the costs of operating and maintaining the facilities to be used by the United States of America. The amount of use to be considered substantial, and the charges, if any, to be made therefore, shall be determined solely by and between the City and the United States of America; however, the City shall consult with the Franchisee and consider the Franchisee's recommendations in that regard. The City's right to control Airport operations does not give the City the right to unilaterally modify the terms, provisions, and covenants of this Ordinance with respect to the facilities exclusively let to the Franchisee under Article III of this Ordinance. Should the City close any of the buildings or facilities let to the Franchisee under this Ordinance for more than ten (10) days, then the Franchisee's rent obligation hereunder will be reduced by a pro-rated amount. Should the City close all of the buildings or facilities provided to the Franchisee under this Ordinance for more than ten (10) days, then the Franchisee's rent obligation will be suspended until the facilities are reopened and returned for use.

K. All privileges and rights to the use of the Airport, other than those specifically granted to the Franchisee in this Ordinance, are hereby reserved to the City.

L. No exercise of any rights reserved to the City under this Article shall be construed as an eviction of the Franchisee, nor shall such exercise be grounds for any abatement of rentals, fees, or charges provided for in this Ordinance, nor shall such exercise be grounds for any claim or demand for damages of any nature whatsoever, except as provided in Paragraph (J) of this Article.

<u>ARTICLE XIII – DEFAULT AND TERMINATION</u>

A. **Termination by City.** Except as otherwise provided for in this Ordinance, the City may terminate the franchise granted by this Ordinance, without forfeiture, waiver, or release of the City's right to any sum of money due or to become due under the provisions of this Ordinance, by giving the Franchisee ninety (90) days advance written notice, except as provided for in subsection (10) below, to be served and hereinafter provided, upon or after the happening of any one of the following events:

1. The filing by the Franchisee of a voluntary petition in bankruptcy.

2. The institution of bankruptcy proceedings against the Franchisee and the adjudication of the Franchisee as a bankrupt corporation pursuant to such proceedings, which is not dismissed within thirty (30) days from the commencement thereof.

3. The taking by a court of competent jurisdiction of the Franchisee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

4. The appointment of a Receiver of the Franchisee's assets.

5. The divestiture of the Franchisee's estate herein by other operation of law.

6. The voluntary abandonment by the Franchisee of its business at the Airport for a period of ten (10) days or longer.

7. The default by the Franchisee in the performance or the nonperformance of any term, provision, or covenant herein required to be performed (other than the Franchisee's payment of rentals, fees or other charges), or required not to be performed by the Franchisee, and the failure of the Franchisee to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same; provided, however, that no notice of termination as above provided shall be of any force or effect if the Franchisee shall have remedied the default prior to the receipt of the City's notice of termination in accordance with the provisions of this Article.

8. The failure to construct the 19,600 square foot hangar described in this Ordinance within a reasonable time of the adoption date of this Ordinance as determined by the City, but in no event shall such timeframe exceed a total period of twenty-four (24) months.

9. Any assignment made by the Franchisee for the benefit of its creditors or any assignment by operation of law of the Franchisee's interests in this Ordinance.

10. In the event the Franchisee fails to pay all or any part of the rentals, fees, or other charges provided for in this Ordinance when due and payable, the City shall give the Franchisee written notice of such default. The failure of the Franchisee to pay all of said rentals, fees, or other charges provided for in this Ordinance in full, within thirty (30) days after receipt of such written notice, shall be grounds for the immediate termination of the franchise granted by this Ordinance. At the end of such thirty (30) day period, the City may immediately declare the franchise granted by this Ordinance terminated without further notice to the Franchisee.

No waiver of default by the City of the terms, covenants, or provisions hereof to be performed, kept, and observed by the Franchisee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and provisions herein contained to be performed, kept, and observed by the Franchisee. The acceptance of monthly fees or the performance of all or any part of this Ordinance by the City for or during any period or periods after default of any of the terms, covenants, and provisions herein contained to be performed, kept, and observed by the Franchisee, shall not be deemed a waiver of any right on the part of the City to terminate the franchise granted by this Ordinance for the subsequent failure to so perform, keep, or observe any of the terms, covenants, or provisions hereof to be performed, kept, and observed by the Franchisee.

If the franchise granted by this Ordinance is terminated on grounds of a default, and the Franchisee does not surrender the Premises as required herein, the City may reenter the Premises and remove the Franchisee therefrom. Under such circumstances, the Franchisee shall be deemed to have waived any right to notice of the City's reentry, the City shall not be liable to the Franchisee in connection with any action taken by it to enter and re-take possession of the Premises, and the Franchisee shall pay all expenses incurred by the City to reenter and/or repossess the Premises including, without limitation, reasonable attorneys' fees, putting the Premises into good and proper repair, protecting the Premises, expenses incurred to obtain a new tenant, etc.

In the event the City terminates the franchise granted by this Ordinance, then such termination shall be done in good faith and for a/the legitimate reason(s) provided in this Ordinance. However, if such termination is not done in good faith and not for a/the legitimate reason(s) provided for in this Ordinance, then the City understands the Franchisee may pursue any and all damages against the City available at law or in equity. The City further understands such damages may include, but not be limited to, monetary investments made on the Premises in constructing the 19,600 square foot aircraft hangar described in this Ordinance. However, in no event whatsoever shall the amount of such damages for such monetary investments exceed a total of $4,353,897. Further, such $4,353,897 amount shall be reduced and amortized on a monthly basis while the franchise granted by this Ordinance is in effect. Such reduction and amortization shall be done in accordance with the attached Schedule "A". Irrespective of the content of this paragraph, the total amount of such monetary investments made by the Franchisee in constructing the said hangar shall be provided to the City in writing upon a Certificate of Occupancy being issued to the Franchisee for the occupancy of such hangar. The City and the Franchisee understand that in the event damages are awarded by a court of competent jurisdiction against the City for a breach of the franchise granted by this Ordinance, then in no event whatsoever will such damages be paid from the Lynchburg Regional Airport's Enterprise Fund. Further, unless explicitly provided otherwise in this Ordinance, no part of this Ordinance shall be construed as waiving any defense the City or the Franchisee may avail itself of at law or in equity, including but not limited to, certain immunities (e.g., sovereign immunity, qualified immunity, etc.)

B. **Termination by the Franchisee.** The Franchisee may terminate the franchise granted by this Ordinance, and terminate all or any of its obligations hereunder at any time that the Franchisee is not in default in the payment of any fees or charges to the City hereunder by giving the City ninety (90) days advance written notice as hereunder provided, upon, or after the happening of any one of the following events:

1. The failure or refusal of the FAA at any time during the term of the franchise granted by this Ordinance to permit the Franchisee to operate into or from the Airport with any type of aircraft licensed to operate into or from other airports of like size and character; provided, however, that such failure or refusal is not due to any fault of the Franchisee;

2. The issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect the Franchisee's use of the Premises at the Airport for a period of at least ninety (90) days; provided, however,

that the issuance of such injunction is not due to any fault of the Franchisee.

3. The inability of the Franchisee to use the Airport for a period in excess of sixty (60) days, because of the issuance of any order, rule, or regulation by the FAA, or other competent governmental authorities, preventing the Franchisee from operating into or from the Airport; provided, however that such inability or such order, rule, or regulation is not due to any fault of the Franchisee.

4. The default by the City in the performance of any terms, provisions, or covenants herein required to be performed by the City and the failure of the City to remedy such default for a period of thirty (30) days after receipt from the Franchisee of written notice to remedy the same, provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of the Franchisee's notice of termination.

5. Franchisee's true, accurate, and complete financial statements for any prior fiscal year during the term of the franchise granted by this Ordinance show no net profit.

6. The assumption or taking by the United States of America, the Commonwealth of Virginia, or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in any manner as to substantially restrict the Franchisee, for a period of at least ninety (90) days from operating an air transportation system; provided, however, that such assumption is not due to any fault of the Franchisee.

The Franchisee's waiver of default of the City's performance of all or any part of any terms, covenants, and provisions herein contained to be performed, kept, and observed by the City, shall not be deemed a waiver of any right on the part of the Franchisee to terminate this Franchise for a subsequent failure by the City to so perform, keep, or observe any of the terms, covenants, or provisions hereof to be performed, kept, and observed.

In the event the Franchisee terminates the franchise granted by this Ordinance, then such termination shall be done in good faith and for a/the legitimate reason(s) provided in this Ordinance.

ARTICLE XIV – ASSIGNMENT OR TRANSFER OF FRANCHISE

The rights granted to the Franchisee under this Ordinance are personal to the Franchisee. Therefore, the Franchisee shall not at any time assign, sell, or transfer the franchise granted by this Ordinance or any part thereof without prior written City approval. Under no circumstances shall the Franchisee be relieved of any of its obligations hereunder by any such transfer, and any attempt to perform such transfer shall permit the City to unilaterally terminate the franchise granted by this Ordinance.

The above provisions of this Article are not intended to prohibit the Franchisee from entering into a sublease to provide aeronautical services required under, or consistent with the requirements set forth in the Airport's Minimum Standards. Such agreements shall be approved in writing by the City. Any aeronautical service(s) offered to the public by a subtenant, whether that service is authorized in this Ordinance or not, must follow the applicable procedures as contained in the Airport's Minimum Standards for approval by the Airport Director prior to engaging in business activities.

In the event the Franchisee enters into a sublease for aeronautical service(s) that are NOT to be offered to the public (self-service), and such service(s) are specifically authorized by this Ordinance, then the

Franchisee shall not be required to obtain prior approval of the Airport Director. The Franchisee, however, shall make copies of any such sublease agreement available to the City upon request.

No assignment or sublease shall in any way affect or diminish the Franchisee's obligations to perform all of the terms, covenants, and provisions contained in this Ordinance.

In the event the City and/or any of the surrounding localities establish an Airport Authority for the operation of the Lynchburg Regional Airport, the City shall have the right to assign the franchise granted by this Ordinance to the Airport Authority and said Airport Authority shall have the right to assume all of the City's rights and responsibilities described under this Ordinance.

ARTICLE XV - SURRENDER OF POSSESSION

Upon the expiration or termination of the franchise granted by this Ordinance, the Franchisee's authority to use the Premises and any rights to the facilities herein granted shall cease. The Franchisee shall, upon such expiration or termination, promptly, surrender the same to the City, in good condition with ordinary wear and tear being expressly permitted. With the exception of personal property and equipment, all structures, buildings, facilities, utilities, and the like on the Premises shall remain the exclusive property of the City.

Except as otherwise provided in this Ordinance, all equipment and personal property brought in, installed, or placed by the Franchisee in, on, or about the Premises while the franchise granted by this Ordinance is in effect shall be deemed to be personal and remain the property of the Franchisee. The Franchisee shall have the right, at any time while the franchise granted by this Ordinance is in effect and for a period of sixty (60) days after the expiration or termination hereof, to remove any or all of its equipment or personal property from the Premises; provided, however, the Franchisee is not in default in its payment to the City hereunder, and further subject to the Franchisee's obligation to repair all damage, if any, resulting from such removal, and to make reasonable restoration of the Premises to the condition which existed prior to the Franchisee's occupancy of the Premises. Any and all equipment or personal property not removed by the Franchisee within sixty (60) days subsequent to the expiration or other termination of the franchise granted by this Ordinance shall, thereupon, become a part of the land on which it is located and title thereto shall be vested in the City with all other facilities located on the Premises. The City may remove and/or dispose of such items without any liability. Removal by the City shall not relieve the Franchisee from its obligation to pay the cost of repairing damage to the Premises caused by the removal, or from its obligation to pay the cost of restoring the Premises to their pre-occupancy condition, ordinary wear and tear being expressly permitted.

ARTICLE XVI – NOTICES

Notices or demands provided to the Franchisee under this Ordinance shall be sufficient if sent by Certified Mail, postage prepaid, and addressed to the President of the Franchisee or to such other representative or addressees as the Franchisee may designate to the City in writing from time to time. As of the adoption date of this Ordinance, the Franchisee shall be notified at Freedom Aviation, Inc., 310 Hangar Road, Lynchburg, Virginia 24502. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage prepaid, in the U.S. Mail.

Notices or demands provided to the City under this Ordinance shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Airport Director, and sent to Lynchburg Regional Airport, 350 Terminal Drive, Lynchburg, Virginia 24502. Such notice or demand shall be deemed to have been given or made when sent by the use of a telegram or when deposited, postage prepaid, in the U.S. Mail.

ARTICLE XVII – GENERAL PROVISIONS

A. **Height Restrictions**. The Franchisee, for itself and its successors and assigns, shall restrict the height of any structures, objects, or natural growth and other obstructions on the hereinabove described property to such a height that complies with Federal Aviation Regulations, Part 77.

B. **Interference with Airport Activities**. The Franchisee, for itself and its successors and assigns, shall prevent any use of the Premises or the Airport that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

C. **FAA**. Whenever the terms "Federal Aviation Administration" or "FAA" are used in this Ordinance, they shall be construed as referring not only to the Federal Aviation Administration, but also to such other appropriate government agencies which may be the successor or successors thereof.

D. **Repairs to Airport.** Major airfield repairs or rebuilding may take place during the terms of the franchise granted by this Ordinance, and the Franchisee accepts such franchise subject to any inconvenience or loss of use of the Premises, the Airport, or any part thereof which may become necessary because of said airfield repairs, rebuilding, construction, or expansion.

E. **Headings/Square footage**. Unless the context of a provision(s) of this Ordinance requires otherwise, marginal headings contained in this Ordinance are for convenience only and shall not be considered to amplify, relate, modify, or otherwise affect any of the terms, provisions or conditions of this Ordinance. Further, any square footage described in this Ordinance shall be deemed an approximation and not an exact figure.

F. **Severability**. In the event that any provision of this Ordinance shall be construed to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of this Ordinance shall remain in full force and effect.

G. **Governing Law and Jurisdiction**. The franchise granted by this Ordinance shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings related to the same shall be filed in the courts of the City of Lynchburg and in no other forum.

H. **Snow Removal.** It is expressly understood that there shall be no duty upon the City to remove snow or ice from the Premises.

I. **Loss of Revenue.** The City shall not be liable for any loss of revenue to the Franchisee resulting from the City's actions or inactions concerning the maintenance and operation of the Airport or its facilities.

J. **Entire Franchise.** All terms, covenants, and provisions with respect to the franchise granted by this Ordinance are expressly contained herein. No representative or agent of the City or the Franchisee has made any representation or promise with respect to this Ordinance not expressly contained herein.

K. **Government Approval.** It is understood that the franchise granted by this Ordinance is adopted subject to its approval by the Federal Aviation Administration and the Virginia Department of Aviation, if any such approval is required.

L. **Reservation of Rights**. It is distinctively understood that all privileges and uses at the Airport, except to the extent herein granted to the Franchisee, are expressly reserved by the City to grant or use at its discretion as the City may deem advisable.

M. **No Exclusive Rights.** Nothing contained in this Ordinance shall be construed as granting or authorizing the granting of any exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act.

N. **Governmental Agency Agreements.** The Franchisee acknowledges that the City has entered into various agreements with the United States of America and the Commonwealth of Virginia with respect to the Airport. The City represents that it intends, from time-to-time hereafter, to enter into additional agreements with the same with respect to applications for funds for improvements to be made at said Airport, in accordance with pertinent statutes, rules, and regulations of respective and duly constituted competent governmental authorities having jurisdiction thereof. The franchise granted by this Ordinance is expressly made subject to all of those said agreements now existing or hereafter made.

O. **Business Organization.** Upon the adoption of this Ordinance, the Franchisee shall provide to the City documents confirming its corporate status and its authorization to conduct business in the Commonwealth of Virginia. The Franchisee shall notify the City immediately of any change(s) in its organizational and/or corporate status, and shall notify the City immediately upon receipt of information that its authorization to conduct business in Virginia has been or will be revoked.

P. **Remedies not exclusive**. All rights and remedies described in this Ordinance shall be deemed cumulative and additional to all other rights and/or remedies available at law or in equity.

Q. **Binding Effect**. The terms, provisions and covenants of this Ordinance shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and permissible assigns.

R. **Modification**. The franchise granted by this Ordinance may be modified by the City and the Franchisee during its existence, but no modification shall be valid or enforceable unless made in writing and signed by both of the aforesaid entities. The Lynchburg City Council shall approve such modifications.

S. **Independent Entities**. Nothing contained in this Ordinance shall be construed as or deemed to make either the City or the Franchisee the agent, partner, or joint venture of the other, except as may otherwise be provided in this Ordinance. Nothing contained in this Ordinance shall give the Franchisee any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Ordinance, neither the City nor the Franchisee shall be responsible or held liable for the acts or omissions of the other. Further, in performing any services or engaging in any actions pursuant to this Ordinance, the Franchisee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and the City shall not be liable for the same.

T. **Obligation to Amend.** In the event the FAA or other governmental entity requires modifications or changes to this Ordinance as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Franchisee herein agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, provisions, and covenants of this Ordinance as may be reasonably required; provided, however, that if such modifications or changes substantially change or adversely affect the financial condition of the Franchisee hereunder, the Franchisee shall have the option, upon sixty (60) days written notice to the City, to terminate the franchise granted hereby.

U. **Notice of Violation of Federal Assurances.** In the event the FAA advises the City that letting the Premises to the Franchisee violates the assurances the City has given to the FAA not to grant exclusive rights at the Airport or in some other manner, the City shall have the right to terminate the franchise granted by this Ordinance without penalty and without further obligation to the Franchisee.

V. **Third Parties.** Nothing in this Ordinance shall be deemed to create any rights to those who are not expressly made a party to the franchise granted by this Ordinance. The parties to the franchise granted by this Ordinance are the City and the Franchisee.

W. **Counterparts and signatures.** This Ordinance may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one Ordinance. Further, this Ordinance may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

X. **Existing Leases.** The following agreements between the City and the Franchisee or related entities of Franchisee are hereby mutually terminated, as the franchise granted by this Ordinance is intended to address and replace the same:

1. That certain agreement dated July 10, 2007, between the City and Falwell Aviation, Inc., concerning: An ordinance granting a franchise to Falwell Aviation, Inc., to construct, manage and operate a new aircraft hangar and storage facility and to manage and operate certain existing aircraft hangars and related facilities located at Lynchburg Regional Airport.

2. That certain agreement dated July 1, 2018, between the City and Aviation Resources, Inc. d/b/a Virginia Aviation, concerning: A lease of property to include aircraft hangars, offices and the General Aviation Terminal at Lynchburg Regional Airport.

ARTICLE XVIII – METHOD OF ACCEPTANCE

Any person, firm, corporation, or other entity bidding for the franchise to be granted by this Ordinance shall deposit with their bid a check in the amount of ONE HUNDRED AND 00/100 DOLLARS ($100.00), payable as security to the City, and shall accept this Ordinance in writing before its adoption or within thirty (30) days after its adoption by the Lynchburg City Council. Upon the failure of the successful bidder to accept the Ordinance as stated, the successful bidder shall forfeit its deposit to the City. The checks of all other bidders shall be returned upon the acceptance of a successful bid. The said deposit will be returned to the successful bidder upon the said franchise being accepted.

This Ordinance shall be and become effective as a franchise and shall constitute a contract between the City and the Franchisee once adopted by the Lynchburg City Council and executed on behalf of the Franchisee by its duly authorized representative.

ARTICLE XIX – ADOPTION BY LYNCHBURG CITY COUNCIL

This Ordinance was duly adopted by the Council of the City of Lynchburg, Virginia on the 26.th day of April, 20 22, and shall be effective as of the 1st day of May, 2022.

CORPORATION OF LYNCHBURG VIRGINIA

Certified: Alicia L. Finney
Clerk of Council

Approved as to Form:

City Attorney/Designee

ARTICLE XX - ACCEPTANCE BY FRANCHISEE

By joining in the execution of this Ordinance, by way of the signature of its duly authorized representative, the Franchisee does hereby accept the entirety of the terms, provisions, and covenants contained in this Ordinance as of its adoption date.

FREEDOM AVIATION, INC.

By: Paul Wallace

Printed Name: Andrew Wallace

Its: President

(SEAL)

ATTEST:

By: Shelley L. Goodwin

Printed Name Shelley L. Goodwin

Its: Notary Public

SHELLEY L. GOODWIN
NOTARY PUBLIC
REGISTRATION # 361450
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
FEBRUARY 29, 2024

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Airport Minimum Standards

https://www.lynchburgva.gov/sites/default/files/COLFILES/Airport/LYH.Min%20Stnds.%20Dec%206%2C%202017-FINAL%20As%20Approved-ATCT%20Pic-rev%203-25-19.pdf

Schedule "A"

Months Remaining	Amount
245	$4,336,198.23
244	$4,318,499.46
243	$4,300,800.69
242	$4,283,101.92
241	$4,265,403.15
240	$4,247,704.38
239	$4,230,005.61
238	$4,212,306.84
237	$4,194,608.07
236	$4,176,909.30
235	$4,159,210.53
234	$4,141,511.76
233	$4,123,812.99
232	$4,106,114.22
231	$4,088,415.45
230	$4,070,716.68
229	$4,053,017.91
228	$4,035,319.14
227	$4,017,620.37
226	$3,999,921.60
225	$3,982,222.83
224	$3,964,524.06
223	$3,946,825.29
222	$3,929,126.52
221	$3,911,427.75
220	$3,893,728.98
219	$3,876,030.21
218	$3,858,331.44
217	$3,840,632.67
216	$3,822,933.90
215	$3,805,235.13
214	$3,787,536.36
213	$3,769,837.59
212	$3,752,138.82
211	$3,734,440.05
210	$3,716,741.28
209	$3,699,042.51
208	$3,681,343.74
207	$3,663,644.97
206	$3,645,946.20
205	$3,628,247.43
204	$3,610,548.66

Months Remaining	Amount
203	$3,592,849.89
202	$3,575,151.12
201	$3,557,452.35
200	$3,539,753.58
199	$3,522,054.81
198	$3,504,356.04
197	$3,486,657.27
196	$3,468,958.50
195	$3,451,259.73
194	$3,433,560.96
193	$3,415,862.19
192	$3,398,163.42
191	$3,380,464.65
190	$3,362,765.88
189	$3,345,067.11
188	$3,327,368.34
187	$3,309,669.57
186	$3,291,970.80
185	$3,274,272.03
184	$3,256,573.26
183	$3,238,874.49
182	$3,221,175.72
181	$3,203,476.95
180	$3,185,778.18
179	$3,168,079.41
178	$3,150,380.64
177	$3,132,681.87
176	$3,114,983.10
175	$3,097,284.33
174	$3,079,585.56
173	$3,061,886.79
172	$3,044,188.02
171	$3,026,489.25
170	$3,008,790.48
169	$2,991,091.71
168	$2,973,392.94
167	$2,955,694.17
166	$2,937,995.40
165	$2,920,296.63
164	$2,902,597.86
163	$2,884,899.09
162	$2,867,200.32

Schedule "A"

Months Remaining	Amount
161	$2,849,501.55
160	$2,831,802.78
159	$2,814,104.01
158	$2,796,405.24
157	$2,778,706.47
156	$2,761,007.70
155	$2,743,308.93
154	$2,725,610.16
153	$2,707,911.39
152	$2,690,212.62
151	$2,672,513.85
150	$2,654,815.08
149	$2,637,116.31
148	$2,619,417.54
147	$2,601,718.77
146	$2,584,020.00
145	$2,566,321.23
144	$2,548,622.46
143	$2,530,923.69
142	$2,513,224.92
141	$2,495,526.15
140	$2,477,827.38
139	$2,460,128.61
138	$2,442,429.84
137	$2,424,731.07
136	$2,407,032.30
135	$2,389,333.53
134	$2,371,634.76
133	$2,353,935.99
132	$2,336,237.22
131	$2,318,538.45
130	$2,300,839.68
129	$2,283,140.91
128	$2,265,442.14
127	$2,247,743.37
126	$2,230,044.60
125	$2,212,345.83
124	$2,194,647.06
123	$2,176,948.29
122	$2,159,249.52
121	$2,141,550.75
120	$2,123,851.98

Months Remaining	Amount
119	$2,106,153.21
118	$2,088,454.44
117	$2,070,755.67
116	$2,053,056.90
115	$2,035,358.13
114	$2,017,659.36
113	$1,999,960.59
112	$1,982,261.82
111	$1,964,563.05
110	$1,946,864.28
109	$1,929,165.51
108	$1,911,466.74
107	$1,893,767.97
106	$1,876,069.20
105	$1,858,370.43
104	$1,840,671.66
103	$1,822,972.89
102	$1,805,274.12
101	$1,787,575.35
100	$1,769,876.58
99	$1,752,177.81
98	$1,734,479.04
97	$1,716,780.27
96	$1,699,081.50
95	$1,681,382.73
94	$1,663,683.96
93	$1,645,985.19
92	$1,628,286.42
91	$1,610,587.65
90	$1,592,888.88
89	$1,575,190.11
88	$1,557,491.34
87	$1,539,792.57
86	$1,522,093.80
85	$1,504,395.03
84	$1,486,696.26
83	$1,468,997.49
82	$1,451,298.72
81	$1,433,599.95
80	$1,415,901.18
79	$1,398,202.41
78	$1,380,503.64

Schedule "A"

Months Remaining	Amount
77	$1,362,804.87
76	$1,345,106.10
75	$1,327,407.33
74	$1,309,708.56
73	$1,292,009.79
72	$1,274,311.02
71	$1,256,612.25
70	$1,238,913.48
69	$1,221,214.71
68	$1,203,515.94
67	$1,185,817.17
66	$1,168,118.40
65	$1,150,419.63
64	$1,132,720.86
63	$1,115,022.09
62	$1,097,323.32
61	$1,079,624.55
60	$1,061,925.78
59	$1,044,227.01
58	$1,026,528.24
57	$1,008,829.47
56	$991,130.70
55	$973,431.93
54	$955,733.16
53	$938,034.39
52	$920,335.62
51	$902,636.85
50	$884,938.08
49	$867,239.31
48	$849,540.54
47	$831,841.77
46	$814,143.00
45	$796,444.23
44	$778,745.46
43	$761,046.69
42	$743,347.92
41	$725,649.15
40	$707,950.38
39	$690,251.61

Starting Amount- $4,353,897.00

Months Remaining	Amount
38	$672,552.84
37	$654,854.07
36	$637,155.30
35	$619,456.53
34	$601,757.76
33	$584,058.99
32	$566,360.22
31	$548,661.45
30	$530,962.68
29	$513,263.91
28	$495,565.14
27	$477,866.37
26	$460,167.60
25	$442,468.83
24	$424,770.06
23	$407,071.29
22	$389,372.52
21	$371,673.75
20	$353,974.98
19	$336,276.21
18	$318,577.44
17	$300,878.67
16	$283,179.90
15	$265,481.13
14	$247,782.36
13	$230,083.59
12	$212,384.82
11	$194,686.05
10	$176,987.28
9	$159,288.51
8	$141,589.74
7	$123,890.97
6	$106,192.20
5	$88,493.43
4	$70,794.66
3	$53,095.89
2	$35,397.12
1	$17,698.35

April 26, 2022

THE CITY OF LYNCHBURG
PUBLIC COMMENT

CITY COUNCIL AGENDA ADDENDUM | PUBLIC COMMENT

City Council Meeting - 7:30 P.M.
Council Chamber, City Hall, 900 Church Street

A) **Hear from a group representative regarding a matter.** (John Vassar, Oasis Special Needs Parents Support Group)

RULES OF PROCEDURE

// An individual may speak for up to 3 minutes; please state clearly your name and locality of residence.

// A group spokesperson may speak for up to 5 minutes; please state clearly your name and the group you will be representing.

Citizens often express conflicting and diverse positions regarding specific issues under consideration. To encourage citizen participation and to avoid intimidation to persons who may express sometimes unpopular opinions, **applause, cheers, or jeers from the audience are not permitted**. When appearing before City Council, citizens may not engage in behavior that intimidates or insults others, engage in disruptive behavior, use profanity or vulgar language, promote private business ventures or campaign for public office.

Finney, Alicia

From: JOHN VASSAR <jvassar639@aol.com>
Sent: Thursday, April 21, 2022 3:59 PM
To: Finney, Alicia
Cc: Faraldi, Chris
Subject: Re: Speaking at the Next City Council Meeting ...

Follow Up Flag: Follow up
Due By: Friday, April 22, 2022 9:30 AM
Flag Status: Completed

CAUTION: External Sender

Alica Finney:

Thank you for your response. I would like to address the (TUE) 26 APR 2022 Council Meeting on the topic of the City Budget for Special Education, as a Representative of the Oasis Special Needs Parents Support Group. I would also make a brief remark about the upcoming Budget Surplus.

I trust that this meets the requirement to address the council.

Regards ...

Dr. JOHN D. VASSAR, Jr. (PMP)

410-292-5371 (24/7)
John.Vassar@iCloud.com
JVassar639@aol.com
http://us.linkedin.com/in/JVassar

Senior Faculty Emeritus, University of Phoenix, AZ
Chief Warrant Officer, US Army Aviation (Retired)
Technical Consultant

107 Emeline Drive
Lynchburg, VA 24502-5339

On Apr 21, 2022, at 10:42 AM, Finney, Alicia <Alicia.Finney@lynchburgva.gov> wrote:

Hello Mr. Vassar,

Our process for Public Comment sign-up is a fairly simple one; a written request must be submitted to me, the Clerk of Council, before noon the Friday preceding a Council meeting (an email is perfectly fine). Our next Council meeting is Tuesday, April 26th, so the deadline for that sign-up is this Friday at noon. I'll need just a brief sentence or two on the topic of discussion.

The public comment section of a meeting is a forum for citizens to address their Council, and although Councilmembers are unable to engage in dialogue, they may choose to direct any concerns to City staff to address. Individuals have three minutes to speak, and group representatives have five minutes. Once you've presented on a particular topic, there is a 3-month waiting period before you're able to address Council again on that particular topic. Our meetings start at 7:30 p.m. and I always advise participants to get to the meeting a little before then to find seating in Council Chamber. Depending on what type of business Council has on the agenda, the Public Comment section is usually the third section of the meeting.

If you'll be driving, there is on-street parking located around the block of City Hall, however, I'd recommend parking in our Midtown Parking Deck (free parking after 5:00 p.m.) located at 910 Main Street.

There are three entrances to the Midtown Parking Deck:

- Main St. entrance between 9th St. and 10th St. This entrance provides access to levels A-E with a one -way ramp.
- 9th St. entrance between Main St. and Commerce St. This entrance provides access to levels D-E.
- Commerce St. entrance between 9th St. and 10th St. This entrance only provides access to level E.

If you enter City Hall through either 9th or 10th Street entrances, please head up one flight to the 1st Floor to access Council Chamber. If you come in through the Church Street entrance, Council Chamber will be straight ahead and on the left.

I hope this is helpful! Please let me know if you have any other questions.

Thank you,

ALICIA L. FINNEY – Clerk of Council
City of Lynchburg
900 Church Street
Lynchburg, VA 24504
P: (434) 455-3990 **F:** (434) 847-1536

From: JOHN VASSAR <jvassar639@aol.com>
Sent: Wednesday, April 20, 2022 4:43 PM
To: Finney, Alicia <Alicia.Finney@lynchburgva.gov>
Cc: Faraldi, Chris <Chris.Faraldi@lynchburgva.gov>
Subject: Speaking at the Next City Council Meeting …

Alicia Finley:

I have been attempting to speak at The City Council Meeting on budgetary issues, addressed in an earlier email, without success for at least a month and Chris Faraldi suggested that I contact you for guidance, as your procedures are somewhat different than what I am used to.

Thank you for your service to our community; your time, interest and assistance …

Regards …

Sent from my iPad ...

Prof. JOHN D. VASSAR, Jr. (PMP)

410-292-5371 (24/7)
JVassar639@aol.com
http://us.linkedin.com/in/JVassar

Senior Faculty Emeritus, University of Phoenix, AZ
Chief Warrant Officer, US Army Aviation (Retired)
Technical Consultant

107 Emeline Drive
Lynchburg, VA 24502-5339

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **April 26, 2022**			AGENDA ITEM #: **10**
CONSENT: ACTION: **X**	REGULAR: **X** INFORMATION:	WORK SESSION:	CLOSED SESSION: (Confidential)

ITEM TITLE: Lynchburg Police Department Headquarters Comprehensive Agreement

RECOMMENDATION: Review and adopt the accompanying Ordinance to approve a negotiated Comprehensive Agreement between English Construction Company, Incorporated ("English") and the City of Lynchburg, Virginia ("City") for the design and construction of a new Lynchburg Police Department headquarters ("Project"), and authorize required actions associated therewith.

SUMMARY: In March 2021, the City received an unsolicited PPEA proposal from English for the design and construction of the Project. After reviewing said proposal, the City determined the proposal met the City's requirements for the Project. The City posted English's proposal to its website and advertised for competing proposals in accordance with the requirements of Virginia law. The City received one (1) competing proposal from Jamerson-Lewis Construction for the Project in May 2021. The City chose to proceed with English's proposal based on the City's needs. Both such proposals were submitted for public comment by way of a duly advertised public hearing held on March 8, 2022 before the Lynchburg City Council. After thorough negotiation, the form of the final negotiated Comprehensive Agreement was posted to the City's website for public inspection and review on April 19, 2022. Such Comprehensive Agreement is ready for review and approval by the City Council, but will not be signed until the associated posting requirement is satisfied.

PRIOR ACTION(S):

January 10, 2017:	City Council reviewed the key recommendations of a Space Needs Assessment.
May 23, 2017:	City Council approved a Capital Improvement Plan Budget that included the Project.
December 14, 2021:	Chief Zuidema provided an update to City Council on the status of the Project.
March 8, 2022:	City Council held a public hearing on the PPEA proposals received for the Project.

FISCAL IMPACT: $47,448,904+

CONTACT(S):
Ryan M. Zuidema, Chief of Police, 455-6145
Stephanie Suter, Procurement Manager, 455-3963
William "Clay" Simmons, Deputy Director of Public Works, 455-4443
Matthew C. Freedman, City Attorney, 455-3976

ATTACHMENT(S):
- Ordinance
- Comprehensive Agreement

REVIEWED BY: MMB WCB

071A

AN UNCODIFIED ORDINANCE TO APPROVE A COMPREHENSIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF A NEW POLICE HEADQUARTERS BUILDING, AUTHORIZE THE ACQUISITION OF RELATED REAL PROPERTY, AND AUTHORIZE OTHER ACTIONS RELATED TO SUCH COMPREHENSIVE AGREEMENT

WHEREAS, the Public-Private Education Facilities and Infrastructure Act of 2002 ("PPEA") grants responsible public entities the authority to create public-private partnerships for the development of a wide range of public facilities or projects; *and*

WHEREAS, the City of Lynchburg, Virginia ("City") is a responsible public entity and has adopted guidelines which establish procedures for the development of public facilities or projects through public-private partnerships pursuant to the PPEA; *and*

WHEREAS, the City received an unsolicited proposal from English Construction Company, Incorporated ("English") pursuant to the PPEA and the said guidelines for the design and construction of a new police headquarters building (the "Project"), said proposal being expressly incorporated herein by reference; *and*

WHEREAS, given the Project is permitted under the PPEA, the City reviewed such proposal, determined it met the City's needs, advertised for competing proposals, received one (1) other competing proposal, and after reviewing both proposals, selected English's proposal for negotiation of a comprehensive agreement; *and*

WHEREAS, a comprehensive agreement for the Project has been thoroughly negotiated between the City and English, and the applicable requirements of § 56-575.17 of the Code of Virginia, 1950, as amended, were duly satisfied by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the negotiated Comprehensive Agreement between the City of Lynchburg, Virginia ("City") and English Construction Company, Inc. (English), dated April 29, 2022, specific to the design and construction of a new police headquarters building, is hereby approved. Such Comprehensive Agreement is expressly incorporated herein by reference, and the City Manager is authorized and directed to execute such Comprehensive Agreement on behalf of the City, on or after **April 29, 2022**; the Clerk of Council shall attest the same, and the City Attorney shall approve the form of the same.

2. That the City Manager is authorized and directed, on behalf of the City, under such terms and conditions as he may deem appropriate, to acquire and accept all real property, easement rights, improvements, and the like which may be related to fulfilling the purpose(s) and/or responsibilities of the said Comprehensive Agreement, and to take any and all other actions he may deem necessary and pertinent to fulfilling the purpose(s) and/or responsibilities of the said Comprehensive Agreement.

3. That this Ordinance shall be effective upon its adoption.

Adopted:

Certified: ______________________________
Clerk of Council

COMPREHENSIVE AGREEMENT

between

THE CITY OF LYNCHBURG, VIRGINIA

and

ENGLISH CONSTRUCTION COMPANY, INC.

for

DESIGN AND CONSTRUCTION OF A

NEW POLICE HEADQUARTERS BUILDING

Dated as of April 29, 2022

THIS COMPREHENSIVE AGREEMENT (this “Agreement” or this “Contract”) is entered into as of April 29, 2022, between the CITY OF LYNCHBURG, VIRGINIA (the “City”), a municipal corporation of the Commonwealth of Virginia, and ENGLISH CONSTRUCTION COMPANY, INC. (“English”), a Virginia stock corporation. The City and English are referred to individually as a “Party” and collectively as the “Parties.”

Recitals

1. The City has adopted Public-Private Education Facilities and Infrastructure Act of 2002 – Guidelines, establishing procedures for the development of public facilities through public-private partnerships (“Guidelines”), which procedures satisfy the requirements of the Public-Private Education Facilities and Infrastructure Act of 2002, Chapter 22.1, Title 56, Code of Virginia, 1950, as amended (“PPEA”).

2. The City received an unsolicited proposal under the PPEA and the Guidelines from English for the design and construction of a new police headquarters building in the City (the “Project”).

3. The City determined that, among other things, it would be advantageous to proceed with procurement of the Project using procedures for competitive negotiation, rather than using sealed, competitive bids, given the probable scope, complexity and urgency of the Project; the merits of risk-sharing and the potential for added value; and the economic benefit from the Project that might otherwise not be available.

4. The City advertised for competing proposals as required by the PPEA and the Guidelines, and received one other proposal.

5. After reviewing the proposals, the City selected English for negotiation of a comprehensive agreement for the Project.

6. As required by the PPEA, City Council has held a public hearing to receive citizen comment on the proposal and the Project.

7. The Parties acknowledge and agree that this Agreement will function as the Contract for purposes of the Project.

8. Having considered this Agreement and other information, the City has determined that the Project to be designed and constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Section 56-575.4(C) of the Code of Virginia, 1950, as amended (the “Code”), and posted this Agreement for public inspection in accordance with the PPEA and the Guidelines.

NOW THEREFORE, WITNESSETH: for and in consideration of the mutual promises, conditions and covenants herein set forth, the Parties agree as follows:

1. **<u>Incorporation of Recitals</u>.** The foregoing recitals are incorporated herein by reference.

2. **<u>Contract Documents</u>.** The Contract Documents are comprised of the following:

   a. This Agreement, including all exhibits and attachments, executed by the Parties.

   b. Insurance certificates of coverage, the Performance Bond and Labor and Material Payment Bond, each Payment Application, and certificates of Substantial and Final Completion.

   c. Plans and Drawings approved by the City.

3. **<u>General Scope</u>.** English shall perform, provide or cause to be provided all Work for the development of the Project, including all design services. A site plan, detailed scope of work and English's proposal for the Project are attached hereto as **Exhibit B.** English agrees that the design team, engineers, public safety consultants, and other consultants and members of the team submitted in the proposal and present at the oral interviews will work on this Project, and will not be changed without the written approval of the City.

4. **<u>Interpretation; Intent and Incorporation</u>.**

   a. The Contract Documents are intended to permit English to complete the Project and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict and to accomplish the Project contemplated hereby, with words and phrases interpreted in a manner consistent with industry standards.

   b. Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given to them in this Agreement.

   c. The Contract Documents form the entire agreement between the Parties. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

5. **<u>Ownership of Work Product</u>.**

   a. **Work Product.** Conditioned only upon payment of fees due to English for services that have been performed under the Contract, all drawings, specifications and other documents and data furnished by English to the City under the Contract (collectively, the "Work Product"), whether fully or partially completed, are deemed to be the sole property of the City, which shall include but not be limited to, all Work Product for the Project that has been or will be prepared or created by or on behalf of English for the Project, as well as any and all derivations, modifications, changes, translations, revisions, elaborations, adaptations, or transformations of the Work Product. This provision shall not relieve English from, or modify English's sole responsibility for, any and all liability for all of its Work under the Agreement (including labor and materials). It is understood and agreed that all Work Product prepared by or on behalf of English for this Project will be applicable only in respect to the Project. The Work Product is not intended or represented to be suitable for use or reuse by the City or others for a material extension of the Project or on any other project. The City has the right, itself or by and through other design professionals, to modify the Work Product prepared by English for use in connection with the Project or for any other use whatsoever. In such event, English shall have no liability for such modifications. English shall ensure that its consultants agree in writing to the granting of limited, irrevocable, and non-exclusive licenses for use in this Project of the Work Product produced by the consultants for English that English has agreed to provide to the City in this Agreement.

b. **Retained Rights of English.** The City acknowledges that English or its consultants may have developed materials prior to entering into this Agreement, and may own other patent, trade secret, and proprietary rights in techniques and concepts related to interior design elements that were not conceived or first produced by English in connection with this Project (collectively "English Intellectual Property"). English Intellectual Property is proprietary to English and shall remain English's exclusive property. English identifies to the City that all English Instruments of Service are Intellectual Property. English hereby grants to the City an irrevocable non-exclusive license to English's Intellectual Property to the extent it is incorporated in any Work Product delivered to the City by English hereunder. Submission or distribution of any Work Product to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of English and their consultants.

c. **Record Drawings.** Prior to Final Completion, English shall deliver a full set of record drawings for the Project. The record drawings shall contain a final set of drawings showing the as-built condition of the Project, including all conditions, locations and dimensions. The record drawings shall contain the plans, specifications, addenda, shop drawings, and any other information necessary to show the final condition of the Project, the actual locations of any permanent structures, piping and utilities, the depths of foundations, pilings and caissons, and the integration of any Change Orders into the Work carried out pursuant to the Project. Intellectual property rights in the record drawings shall belong to the City. The record drawings shall be on paper, PDF, and AutoCAD formatted.

d. **Patent Indemnity.** English shall defend, indemnify and hold harmless the City, its employees, officers, boards, board members, representatives, and agents against liability, including costs and attorney's fees, arising from any claim of patent, copyright, or trademark infringement (or unauthorized use) arising from providing any of the design services provided under this Agreement, unless such infringement occurred at the express direction of an authorized agent of the City. This obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

6. **Contract Price.**

a. **Contract Price.** English agrees to complete the Project and the City agrees to pay English the Contract Price of $47,448,904, subject to adjustments made in accordance with this Agreement, specifically including the second paragraph of Section 6(b) below. The Contract Price is currently based on a preliminary Schedule of Values (Exhibit E). At 35% and 65% completion of the design of the Project, English will upgrade the Schedule of Values. Unless otherwise provided in the Contract Documents, the Contract Price includes all sales, use, consumer and other taxes imposed by law or any governmental authority. English shall be wholly responsible to fully complete the Project at no compensation above the Contract Price, subject to any adjustments in the Contract Price made as a result of changes made in accordance with this Agreement. The Contract Price includes the +/- 9.27 acre parcel(s) of land which English will purchase as a site for the new building/Project and which is shown on **Exhibit C**. The Contract Price further includes a negotiated easement right on the site and a title insurance policy to be provided in a form and amount acceptable to the City. Such policy shall be for a property value that does not exceed $5,000,000. The insurer for such policy may be chosen by English, but must be licensed and authorized to engage in business in Virginia. The purchase price of the property is $2,350,000 with a closing to occur within 120 days after this Agreement is executed and payment to be made at closing. The deed conveying the property to the City shall be accepted by the City Manager on behalf of the City and approved as to form by the City Attorney. Such deed shall be with general warranty, include English Covenants of Title, and properly note any easements, permissible exceptions, covenants, or reservations applicable thereto. English will pay for the closing costs they incur from the real estate transaction between English and Genworth Life and Annuity Insurance Company as a result of this Contract (i.e. the acquisition of the +/- 9.27 acre parcels for the Project Site). Such amounts, including the costs of title insurance policies contemplated hereunder, will be recoverable by English from the Contingency.

b. **Contingency.** The Contract Price includes a contingency (the "Contingency") in the amount of $1,750,000. The Contingency shall be available for the use of English during design and construction in the event that the cost of materials, labor or subcontractors when actual hard bids are received are higher than those used by English in arriving at the

Contract Price. If, at the conclusion of Construction of the Project there is any balance remaining in the Contingency, it will be shared by the City and English on a 70/30 basis; the City shall receive 30% of the remaining Contingency balance and English shall receive 70% of the remaining Contingency balance. All uses of the Contingency will be documented monthly for the City's information. English will provide the City with written documentation of the numbers used in arriving at the Contract Price and the actual hard bids to justify any use of the Contingency.

In the event English notifies the City that the cost of the Project at 35% completion of the design will exceed the Contract Price, the City in its sole discretion will consider whether a reduction in the scope of work will allow the parties to stay within the Contract Price. If the City does not agree to reduce the scope of work, the parties agree to share any excess at the completion of bidding above the Contract Price up to $2,350,000 on a 70/30 basis, with the City paying 70% of such excess and English paying 30% of such excess. Further, should the Contract Price exceed $2,350,000 above the Contingency, then the City shall be solely responsible for such excess.

c. **Plans, Specifications and Submittals.**

i. The general character and scope of the Work are illustrated by the plans and the specifications prepared by the Contractor's Architect/Engineer and in the Contractor's PPEA submission. The level of detail shown on the plans and stipulated in the specifications shall be sufficient to clearly demonstrate to the City's Director of Public Works that the design conforms to the requirements described in the Proposal for the Project. The Contractor shall carry out the Work in accordance with the plans and specifications and any additional detail drawings and instructions provided by the A/E.

ii. Submittals must be approved by the City's Project Manager for review prior to commencement of Work or installation or incorporation of any equipment or supplies into the Project. Unless express written authorization from the City's Project Manager has been given, proprietary equipment or supplies shall not be included in the design of the Project.

ii. English shall maintain a complete set of plans, specifications, and submittals, including draft as-built drawings, onsite at all times.

d. **Change Orders.** Change Order proposals from each of the Parties shall be submitted in writing, with sufficient clarity and detail for the other Party to evaluate the Change Order proposal. The Parties shall negotiate in good faith and as expeditiously as possible regarding Change Orders. All

Change Order proposals from English must include documentation itemizing the estimated quantities and costs of materials, equipment and labor required and the markup percentages used.

e. **Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, the following markups shall be allowed on such changes:

For English: 5.0% fee

For Subcontractors and Sub-Subcontractors (other than design/engineering consultants): 5% overhead and 5% fee

f. **Allowances.** The Contract Price includes the following allowances:

i. Stormwater retention, treatment and work – $500,000

ii. Permits – $68,000

iii. Utility and connection fees – $25,000

iv. Technology/Security - $2,384,000

v. Furniture, finishes and equipment - $2,284,255

vi. Signage - $50,000

vii. Landscaping - $45,000

viii. Testing/Commissioning - $258,290

In the event that any portion of an allowance is not used, the Contract Price will be reduced by that unused amount. In the event that the costs exceed the allowance, the Contract Price will be increased to reflect the actual cost. Additionally, if the allowances are exceeded, that will not count against the Contingency or the aforesaid $2,350,000 limit described under subsection 6.b.

7. **Payment.**

a. **Progress Payments.**

i. English shall submit to the City on the twentieth (20th) day of each month a Payment Application for Work performed during the immediately prior month in accordance with the Project Schedule and the Schedule of Values. Each Payment Application shall bear a certificate that, to the best of English's knowledge and belief, (1) all Work during the pay period was carried out in accordance with this Agreement and any applicable laws and permits, (2) all subcontractors and materialmen required to be paid previously during the course of the Contract have been paid, and (3) English is legally entitled to payment. All Payment Applications shall be emailed to the following address(es):

clay.simmons@lynchburgva.gov
Cc: stephanie.suter@lynchburgva.gov

ii. The Parties shall have a monthly pay meeting in the first 14 days of each month or as scheduled by the City. English, the Project Manager, any A/Es who have provided design work during the previous month, and representatives of principal subcontractors, if any, providing Work in the previous month should also attend the monthly pay meeting. The attendees should also discuss:

1. Progress of the Work;
2. Status of any pending Change Orders;
3. Any general issues with the Work;
4. Any potential delays due to weather, transportation delays, issues with price or availability of materials, or similar matters;
5. Such other matters as, in the judgment of the attendees, may make the progress of the Work continue more smoothly.

iii. The City shall make payment for Work properly performed in accordance with the Contract Documents within forty-five (45) days after receipt of each properly submitted and accurate Payment Application, but in each case less the total of payments previously made and less amounts properly withheld. The City can pay English electronically or by paper check. Payments will either be mailed or deposited into a checking account. To receive payments electronically, an ACH form must be completed, provided with a voided check, and returned to the address above. By signing the ACH form, the City is authorized to initiate credit entries and, if necessary, debit entries and adjustments for any errors.

b. **Prompt Payment to Subcontractors and Materialmen.** Within seven (7) days after receiving any progress payment, English must either:

i. Pay each subcontractor or materialman its proportionate share of the total payment received from the City attributable to the Work performed or materials provided; or

Notify the City and the subcontractor or materialman, in writing, of its intention to withhold all or part of the subcontractor's or materialman's payment with the reason therefor.

c. **Retainage on Progress Payments.**

i. The City will retain five percent (5%) of the amount of each Payment Application.

ii. Upon Final Completion of the Project and approval of the final Payment Application, the City shall release to English all retained amounts. The City agrees to consider reducing the retainage as the Work progresses upon request of English.

d. **Final Payment.** English shall submit its final Payment Application to the City after Final Completion of the Project. If the City finds that all portions of the Work including any punch list items identified by the City or English have been completed, the City shall make payment on the final Payment Application within sixty (60) days after receipt of the same, provided that English has satisfied the requirements for final payment.

e. **Lender Requirements**. In the event that the City obtains a loan or other financial assistance from a third party in connection with the financing of the Project, English shall comply with all conditions established by such lender or other financial source in connection with Payment Applications under this Agreement.

f. Payments due and unpaid by the City, whether progress payments or final payment, shall bear interest commencing forty-five (45) days after payment is due at a rate equal to the then current prime rate.

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8. **Contract Time and Project Schedule.**

a. **Date of Commencement.** The Work shall commence at the time set forth in the City's written Notice to Proceed ("Date of Commencement") unless the Parties mutually agree otherwise in writing.

b. **Preconstruction Meeting.** Within fourteen (14) days following receiving the Notice to Proceed, the Parties shall have a preconstruction meeting. Project managers from English, the City, the A/E, and principal subcontractors should attend the preconstruction meeting. Among matters to be addressed are: (1) schedule of the Work; (2) procedures for approval of Submittals; (3) change order procedures; (4) potential issues with materials or labor; (5) any other matters the Parties, A/E, or subcontractors believe would advance the Project.

c. **Project Schedule.** Following the completion of the design work and not to exceed ninety (90) days, English shall prepare and submit to the City a complete, detailed Project Schedule showing the progress of Work on the Project using a critical path method (CPM) methodology. Such CPM schedule shall meet the time schedules provided in subsection 8.d.i. When the time schedules are established by English and accepted by the City, a Cash Flow Projection for the Project will be provided by English to the City.

d. **Substantial Completion and Final Completion**.

i. The Project Schedule is attached as **Exhibit D** and has the Substantial Completion Date and Final Completion Date for the Project. The total number of days for the entire project is 847 days from English's receipt of the City's Notice to Proceed.

ii. If English's critical path for performance of the Work is delayed due to strikes, fires, rebellion, unusual delays in transportation, unavailability of materials, or other causes outside the control of English or any of the subcontractors for which it is responsible, with the exception of weather in the event that weather occurs that exceeds normal expectations based on National Weather Service statistics for the Lynchburg metropolitan area, the Contract Times for performance shall be reasonably extended by the number of days the critical path is extended. Delays in the performance of the Work due to weather or the unavailability of materials shall be documented by English, and submitted to the City's Project Manager in writing monthly.

iii. The Parties shall schedule regular meetings during the design and construction of the Project to go over the Project Schedule, any major issues that either party has identified, review of change orders and the Project's budget, and any other issues that may be identified by either Party to make sure that the Project advances on schedule and within budget.

e. **Liquidated Damages.** The Parties recognize that time is of the essence with respect to all dates set forth in the Contract, and that the City will suffer financial loss if Substantial Completion of the Work is not performed within the time specified in the Contract including any time extension(s) allowed pursuant to the Contract. The Parties further recognize the difficulty of proving actual loss to the City in the event of a failure to achieve Substantial Completion in accordance with the date established in the Contract. Accordingly, instead of requiring such proof, English acknowledges that the rate of the liquidated damages set forth herein is reasonable and does not constitute a penalty. English agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Dates, English shall pay on demand to the City One Thousand and no/100 Dollars ($1000.00) per day as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the City which are occasioned by any delay in achieving Substantial Completion. English hereby waives any defenses that the liquidated damages are a penalty or do not bear a reasonable relation to the actual damages.

9. **Plan of Finance.** The City will arrange to finance the costs of the Project in a manner that results in the availability of funds in the amounts and at the times required to meet the projected needs for the Project.

10. **Permitting and Approvals.** English shall be responsible for obtaining all necessary federal, state and local permits and approvals and conduct the Project in compliance with all applicable laws and regulations.

11. **Construction.**

a. All construction provided or caused to be provided by English shall be performed pursuant to the Contract Documents, in full compliance with all applicable laws and regulations, and applicable permits, both public and private.

b. The City, its employees, its agents, and its consultants shall be afforded access to the Project during regular business hours in the City of Lynchburg, Virginia, or at any time when Work is actually being carried out to ensure that English's activities are acceptable to the City and are being performed in accordance with the Contract, and that the Work is being properly maintained.

c. All construction access points, roadways, paths, and other areas used for ingress and egress, site access, material handling and storage, and staging, shall be protected with sediment and erosion control measures in accordance with federal, state, and local requirements.

d. All construction access points, roadways, paths, and other areas used for ingress and egress, site access, material handling and storage, and staging shall be restored to their original condition or as otherwise required by federal, state and local permits and/or agreements with the respective landowners.

12. **Stop Work and Termination for Cause.**

a. **The City's Right to Stop Work.** At any time and without cause, the City may suspend the Work or any portion thereof for a period of not more than thirty (30) consecutive days by notice in writing to English which shall fix the date on which Work will be resumed. English shall resume the Work on the date so fixed. English shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if English makes a claim therefor. Provided, however, if the City suspends Work or any portion thereof due to its reasonable judgment that English has or is violating the Contract or any requirement thereof, including but not limited to violations of any applicable laws or regulations related to jobsite safety, then English shall not receive any adjustment in the Contract Price or extension of the Contract Times, even if it is determined that no violation actually existed.

b. **The City's Right to Terminate for Cause.**

i. If English repeatedly fails to (i) provide or cause to be provided a sufficient number of skilled workers; (ii) supply the materials or equipment required by the Contract; (iii) comply with applicable laws and regulations; (iv) timely pay, without cause, design consultants or subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, or if English (i) becomes insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) commences or consents to any action seeking reorganization, liquidation or dissolution under any law relating to bankruptcy or relief of debtors; or (iv) commences or consents to any action seeking appointment of a receiver or trustee for itself or its assets, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the right to terminate the Contract as set forth herein.

ii. Upon the occurrence of an event set forth in subsection 12.b.i above, the City may provide written notice to English that it intends to terminate the Contract unless the problem cited is cured, or reasonably commenced to be cured and diligently pursued thereafter, within seven (7) days of English's receipt of such notice. If English fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to English of its intent to terminate the Contract within an additional seven (7) day period. If English, within such second seven (7) day period, fails to cure, or reasonably commence to cure, or after having commence to cure fails to diligently pursue cure, of such problem, then the City may declare the Contract terminated for default by providing written notice to English of such declaration. The City may provide copies of any notices to the surety on the performance bond and, in the City's sole discretion, elect to pursue any remedies that may be available under the terms of the performance bond in lieu of proceeding with the termination.

iii. Upon declaring the Contract terminated, the City may enter upon the premises and, to the extent the City has made payment, take possession, for the purpose of completing the Work, of all English's (not subcontractor's) materials, equipment, tools, appliances and other items for use in the Project, which have been purchased or provided for the performance of the Work, all of which English hereby transfers, assigns and sets over to the City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, English shall not be entitled to receive any further payments under the Contract Documents. If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then English shall be obligated to pay the difference to the City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages (direct, indirect and special, and consequential), costs and expenses, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the default. Upon completion of the Work, any Contract amounts remaining shall be paid to English.

iv. If the City improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience and the City will reimburse English for such costs and expenses incurred in connection with the improper termination in accordance with Section 13.

b1. **<u>The City's Right to Terminate for Excessive Cost</u>.** If at any point the City desires to terminate this Contract because the cost of the Project is too great or for other financial considerations, as determined in the sole discretion of the City, then the City may terminate this Contract without penalty and without further obligation to English. However, the City will be and remain responsible to English for any unpaid Work and/or services provided pursuant to the Contract through the Contract's termination date.

c. **English's Right to Stop Work.**

i. English may, in addition to any other rights afforded under the Contract Documents or at law, stop Work upon the City's failure to pay for portions of the Work properly performed in accordance with the Contract Documents.

ii. Should this occur, English has the right to provide the City with written notice that English will stop Work unless said event is cured within seven (7) days from the City's receipt of the notice. If the City does not cure the problem within such seven (7) day period, English may stop Work. If the City later cures the problem and the parties agree to resume Work on the Project, then English shall be entitled to an equitable adjustment to the Contract Price and Contract Time(s) to the extent that English has been adversely, materially, and demonstrably impacted by such stoppage and if English is not in default under the Contract and is otherwise prepared to proceed with the performance of the Work in accordance with the provisions of the Contract Documents.

Notwithstanding the foregoing, English shall not stop Work because of any dispute with the City about all or any portion of any amount for which English has submitted a Payment Application as long as the City pays for such portion of the same about which there is no dispute.

d. **English's Right to Terminate for Cause.**

i. English, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons specified in clauses ii. through iv. below:

ii. The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, because of an order by a court or any government authority having jurisdiction over the Work, or orders by the City under subsection 12.a.i hereof, provided that such stoppages are not due to the acts or omissions of English or anyone for whose acts English may be responsible. This provision shall not apply and shall not be a basis for termination to the extent that any stoppage is related to or arises as a result of any delay by a governmental agency in issuing a permit or restrictions set forth in or applicable to a permit issued by a regulatory authority which is applicable to the Work.

iii. The City's failure to provide English with any information, permits or approvals that are the City's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Project, provided that English diligently pursues approval of any such permits or approvals, even though the City has not ordered English in writing to stop and suspend the Work and such failure of the City was not due to the acts or omissions of English or anyone for whose acts English may be responsible.

iv. The City's failure to cure the problems that English has specified in its written notice under subsection 12.c.ii after English has stopped the Work.

v. Upon the occurrence of an event set forth above, English may provide written notice to the City that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within ten (10) days of the City's receipt of such notice. If the City fails to cure, or reasonably commence to cure, such problem, then English may give a second written notice to the City of its intent to terminate within an additional ten (10) day period. If the City, within such second ten (10) day period, fails to cure, or reasonably commence to cure, such problem, then English may declare the Contract terminated for default by providing written notice to the City of such declaration. In such case, English shall be entitled to recover in the same manner as if the City had terminated the Contract for its convenience.

13. **Termination for Convenience.** Upon seven (7) days written notice to English, the City may, for its convenience and without cause, elect to terminate the Contract. In such event, the City shall pay English for the following:

a. All Work properly performed inclusive of materials, equipment, and fabricated items stored on or off site by English in accordance with the Contract;

b. The reasonable costs and expenses attributable to such termination, including verifiable demobilization costs and amounts due in settlement of any terminated subcontracts; and

c. Overhead and profit for all portions of the Work properly performed in accordance with the Contract Documents through the date of termination.

14. **Payment Bonds, Performance Bonds, and Other Security.**

a. English will maintain surety performance and labor and materials payment bonds in the amount of the Contract Price for the term of the Contract and provide such bonds to the City. The bonds will be issued by a company licensed to issue surety bonds in the Commonwealth of Virginia with an A. M. Best rating of A- or better and meet the requirements of Section 2.2-4337 of the Code, and be in a form acceptable to the City Attorney, as shown on **Exhibit F**. The bonds shall be provided to the City not later than the date on which the first building permit for the Project is obtained.

b. English shall cooperate with the City to fulfill any reasonable requirements in connection with the financing for the Project with respect to the form of the bonds provided hereunder.

c. English shall also furnish any cash escrow, funds, cashier's checks, certified checks, or letters of credit required for the issuance of any earth-disturbing or other permit and any bonds or security required by any other governmental authority.

15. **Indemnification.** English will defend, indemnify and save harmless the City, its employees, officers, boards, board members, representatives, and agents from and against any and all claims, losses, costs, damages or liabilities of any kind caused by English, its employees, agents, subcontractors, and/or materialmen in connection with the Work performed under this Agreement, or failure to perform such Work under this Agreement. This obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

16. **Insurance.**

a. English will maintain a general liability policy with $2,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the City, its employees, officers, boards, board members, representatives, and agents as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.

b. English will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for English to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. English will also carry employers' liability insurance with a limit of at least $500,000 bodily injury by accident/$1,000,000 bodily injury by disease policy limit/$500,000 bodily injury by disease each employee.

c. English will maintain automobile liability insurance with limits of at least $1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

d. English will maintain professional liability insurance with a limit of at least $2,000,000 covering all Work on the Project.

e. English will maintain errors and omissions coverage and builders risk coverage on a replacement cost basis for the duration of the Contract. The required coverage will be the full replacement cost of the building and/or structures being built under this Contract, which the parties agree shall be the same as the Contract Price. The City will be listed as an insured under this policy to protect any property owned at the construction site. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

f. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of including but not limited to additional insured endorsements. All wording limiting the insurer's responsibility to notify the City of any cancellation or non-renewal of the coverage must be removed.

   i. English shall be responsible for the filing and settling of claims and liaison with insurance adjusters.

   ii. English shall send proofs of coverage to the City, which shall be deemed to have approved of such policies unless, within thirty (30) days after receipt thereof, the City shall by notice in writing advise English to the contrary.

g. The City reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon any material adverse change in insurance market conditions after the date of this Agreement affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, and the costs of any such change shall be an adjustment to the compensation payable to English. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally, provided, however, that if the policy or insurer is rejected, then English shall be entitled to request, and the City shall grant, an adjustment of the Contract Price if English's costs are adversely impacted by such rejection and subsequent coverage with another policy or insurer.

h. English shall waive all rights of subrogation against the City.

i. In addition to providing the City with copies of any and all certificates of insurance as described herein, English also shall provide copies of all applicable additional insured endorsements.

17. **Representations and Warranties.**

a. The City hereby represents and warrants to English as follows:

i. The City is a political subdivision operating under the laws of the Commonwealth of Virginia and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with, and subject to, the terms and conditions of this Agreement.

ii. Each person executing this Agreement on behalf of the City is duly authorized to execute each such document on behalf of the City.

iii. Neither the execution and delivery by the City of this Agreement and any other documents executed concurrently herewith to which the City is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with, or will result in a default under or violation of, any other agreements or instruments to which it is a party or by which it is bound.

iv. There is no action, suit, proceeding, investigation or litigation pending and served on the City as of the date of this Agreement which challenges the City's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which the City is a party, or which challenges the authority of the City official executing this Agreement or the other related documents, and the City has disclosed to English any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the City is aware.

b. English hereby represents and warrants to the City as follows:

i. English represents that it is licensed to conduct business in Virginia, and in signing this Agreement as well as such comprehensive agreement as may be entered into between the parties, has full power and authority to bind itself to the terms thereof.

ii. English has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other related documents to which English is a party.

iii. Each person executing this Agreement or any other related document on behalf of English has been or will at such time be duly authorized to execute each such document on behalf of English.

iv. Neither the execution and delivery by English of this Agreement and the other related documents to which English is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under, or a violation of, the governing instruments of English or any other agreements or instruments to which it is a party or by which it is bound.

v. There is no action, suit, proceedings, investigation or litigation pending and served on English which challenges English's authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which English is a party, or which challenges the authority of the English official executing this Agreement or the other related documents; and English has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which English is aware.

vi. English is in material compliance with all laws, regulations and ordinances applicable to English or its activities in connection with this Agreement and the other related documents.

viii. English is a financially viable and capable entity and fully able to perform its obligations under this Agreement.

18. **Warranties; Assignment.**

a. **General warranty of Work.** English warrants that all of the Work furnished as part of the Project is in accordance with the requirements of the Contract Documents, free from defect or inferior materials or equipment, and of such quality workmanship as shall be consistent with the standard of care, quality, judgment, and attention as is industry standard in the construction industry for the type of work performed, for a period of one (1) year after the date of Final Completion, and unless otherwise agreed in writing by the City, in the City's sole discretion, all materials and equipment furnished are new and in first-class condition. English will, at Final Completion and acceptance, provide the City with a list of extended warranties that English or the manufacturers of materials are assigning to the City, if applicable. All warranties provided or assigned to the City are to be construed as cumulative, so as to maximize the City's warranty protection.

b. **Repairs.** If, within the warranty period, the City finds that warranted Work must be repaired or changed because the materials, equipment, or workmanship were inferior, defective, or not in accordance with the Contract Documents and industry standard for the type of work performed, English shall promptly, and without expense to the City:

i. Place all warranted Work in a condition consistent with the warranties and reasonably satisfactory to the City;

ii. Correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work in a manner reasonably satisfactory to the City; and

iii. Correct any Work, materials, or equipment disturbed in fulfilling the warranty in accordance with industry standard and reasonably satisfactory to the City.

Should English fail to proceed promptly in accordance with all warranties, the City may have the Work performed by another and submit English a bill therefor, which must be paid within thirty (30) days of receipt.

c. **Transfer of Warranties.** English shall obtain transferable guarantees or warranties for equipment, materials, or installation to the extent furnished by any manufacturer or installer in the normal course of business or trade. English shall obtain and furnish to the City all of the information required to make such guarantee or warranty legal binding and effective for the City.

d. **No Waiver.** The City's acceptance of a warranty is not an election of remedies and does not waive any other right or remedy available to the City at law or in equity.

19. **Resolution of Disputes, Claims and Other Matters.** Disputes, claims and other matters in question between the Parties under the Contract shall be resolved as follows:

a. Contractual claims, whether for money or for other relief, shall be submitted to the Project Manager, in writing, no later than sixty (60) days after Final Payment; however, written notice of English's intention to file such claim must be given within fourteen (14) days of the time of the occurrence or beginning of the Work upon which the claim is based. Such notice shall state that it is a "notice of intent to file a claim" and include a written statement describing the act or omission of the City or its agents that allegedly caused or may cause damage to English and the nature of the claimed damage. Failure to submit such notice of intent within the time and in the manner required shall be a conclusive waiver of the claim by English. English is not prevented from submitting claims during the pendency of the Work, and the City shall not be obligated to render a final written decision on any claim until after Final Payment. Proposed or requested Change Orders, demands for money compensation or other relief, and correspondence and emails to the City or its representatives, which do not comply with the requirements of this Section, shall not be considered claims under this Section.

b. Whenever a Party disagrees with the other Party's final decision on a claim or dispute arising under or related to this Contract, its sole right of appeal shall be by filing, within six (6) months of date of the other Party's final decision, litigation in either the Circuit Court of the City of Lynchburg, Virginia or the United States District Court for the Western District of Virginia, Lynchburg Division, and may pursue all available appeals from such courts. These two courts shall have exclusive and binding jurisdiction and venue over any and all claims arising under the Contract.

c. Prior to filing litigation, the Parties may first endeavor to resolve any disputes or claims between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation, with the site of the mediation being held in the City of Lynchburg, Virginia. If the Parties agree to attempt mediation, then within thirty (30) days of receipt of the notice requesting mediation, the Parties shall attend a formal mediation conducted by a single, impartial mediator. Where agreed by the Parties, the appointment of the mediator may be by The McCammon Group and in accordance with the rules of the same. The Parties shall share evenly the fees of the mediator and each shall bear its own costs involved in participating in the mediation. If they opt to mediate, the Parties shall participate in the mediation process in good faith. The process shall be concluded within forty-five (45) days of filing of the notice requesting mediation. Should the dispute or claim remain unresolved following mediation or should the time limit described herein occur during the course of mediation, either Party may proceed in order to preserve its rights, but mediation shall not extend the time period set forth herein. If the claim or dispute is not resolved by mediation, failure to file an appeal of the other Party's final decision within six (6) months after such decision is issued in writing shall result in the other Party's final written decision becoming final and subject to no further appeal.

d. Nothing herein shall prevent a Party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of the City of Lynchburg, Virginia, if circumstances so warrant.

e. In the event of any dispute, claim, or other matter in question arising, English shall continue its performance diligently during its pendency as if no dispute, claim or other matter in question had arisen. During the pendency of any dispute in connection with the payment of moneys, English shall be entitled to receive payments for non-disputed items.

20. **Notices.** All notices and demands by any party to any other shall be given in writing and sent by a nationally recognized overnight courier, or by United States certified mail, postage prepaid, return receipt requested, or hand-delivered, and addressed as follows:

To the City:

City of Lynchburg, Virginia
Public Works Department
Administration Building
Attn: Deputy Director
1700 Memorial Avenue
Lynchburg, VA 24501

With a copy to:

City of Lynchburg, Virginia
City Manager
900 Church Street – 3rd Floor
Lynchburg, VA 24504

City of Lynchburg, Virginia
Procurement Manager
900 Church Street – 3rd Floor
Lynchburg, VA 24504

To English:

William Amos
Vice President
English Construction
615 Church Street
Lynchburg, Virginia 24504

Any party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one (1) day after sending if sent by overnight courier or hand-delivered, or three (3) days after sending if sent by certified mail, return receipt requested.

21. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of

the Parties hereto and their respective successors and assigns. The Contract may not be assigned without the prior written consent of the Parties to this Agreement. Notwithstanding the foregoing, if financing is obtained for the Project, the City may assign the Contract to a third party, as needed, consistent with the financing. The Contract may also be assigned to a mortgagee(s)/trustee(s) of deed(s) of trust of the fee or leasehold interest in the Site or portions of them. English hereby consents to collateral assignment of the Contract in favor of such mortgagee(s)/ trustee(s) of deed(s) of trust, in a form reasonably satisfactory to such mortgagee(s)/ trustee(s), provided that no such assignment shall release the City from its obligations to English under the Contract.

22. **Time of the Essence.** The time to complete the Project is of the essence. English shall proceed expeditiously with adequate forces and make diligent efforts to perform all portions of the Work in accordance with the Project Schedule and shall achieve Substantial Completion of the Work and Final Completion of the Work within the completion times specified in this Agreement and the Project Schedule. The City will cooperate reasonably with English's efforts to keep the Project on schedule.

23. **Independent Contractor.** It is expressly understood and agreed by the Parties hereto that English in performing its obligations under the Contract, shall be deemed an independent contractor and not an agent, employee, partner or co-venturer of the City.

24. **No Waiver.** The failure of either Party to insist upon the strict performance of any provisions of the Contract, the failure of either Party to exercise any right, option or remedy hereby reserved, or the existence of any course of performance hereunder shall not be construed as a waiver of any provision hereof or of any such right, option or remedy or as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by the City of any act by English requiring the City's consent or approval shall not be construed to waive or render unnecessary the requirement for the City's consent or approval of any subsequent similar act by English. No provision of the Contract shall be deemed to have been waived unless such waiver shall be in writing signed by the Party to be charged. Further, any approvals required by the City shall likewise be in writing.

25. **Cooperation.** The Parties agree to cooperate to achieve the objectives of the Contract and to use reasonable and good faith efforts to resolve all disputes and disagreements that may arise hereunder. Each Party agrees to designate representatives with the authority to make decisions binding upon such Party (subject in the case of the City to those matters requiring an appropriate vote of its governing body) so as to not unduly delay the Project Schedule.

26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in

making proof of this Agreement or any counterpart hereof to produce or account for the other counterpart.

27. **Entire Agreement and Order of Precedence.** This Agreement, including any other Contract Documents, and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the Parties concerning the Project, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to the Contract shall be binding upon the Parties unless reduced to writing in a formal amendment signed by each Party. The City Manager, or his designee, shall execute such amendment(s) on behalf of the City, and shall have full authority to do the same. The President, or a Vice President, shall execute such amendments on behalf of English, and shall have full authority to do the same.

28. **Governing Law.** This Agreement and the Contract Documents shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. The provisions of this Agreement and the Contract documents shall not be construed in favor of or against either Party but shall be construed according to their fair meaning as if both Parties jointly prepared this Agreement and the Contract Documents.

29. **Annual Appropriation; Filing With Auditor of Public Accounts.** The financial obligations of the City contained in the Contract are subject to annual appropriation. Within thirty (30) days after the date of this Agreement, the City shall submit a copy of the Agreement to the Auditor of Public Accounts, to the extent required by Section 56-575.9(F) or Section 56-575.18 of the Code.

30. **Conditions Precedent and Subsequent to Agreement's Effectiveness.** It shall be a condition precedent to this Agreement's effectiveness that it first be approved by City Council as evidenced by the signature of the City Manager on behalf of the City on the signature pages hereof.

31. **Compliance with Laws.** English, its officers, agents, employees, and any other persons over whom English has control shall comply with all presently or subsequently adopted applicable laws, regulations, rules, ordinances, and codes of federal, state, and local governmental bodies, including the Lynchburg City Code, in connection with the Project.

32. **Covenant of Non-Discrimination.** English will not discriminate against any subcontractor, materialman, employee, applicant for employment, or other applicable person, because of race, color, religion, sex, national origin, age, physical or mental disability, military status, status as a veteran, marital status, pregnancy, childbirth or related medical conditions (including lactation), sexual orientation, gender identity, or any other basis prohibited by federal or Virginia law. English agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this covenant. Further, English, in all solicitations or advertisements for employees, will state that it is an equal employment opportunity employer. Notices, advertisements, and solicitations placed in accordance with Virginia law and federal law, rules, or regulations shall be sufficient for the purpose of meeting these requirements. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement.

33. **Drug-Free Workplace Policy.** During the Project, English agrees to (i) provide a drug-free workplace for its employees consistent with all applicable state and federal regulations; (ii) post in conspicuous places, available to its employees and applicants for employment, a statement notifying its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or marijuana is prohibited in the workplace and specifying the actions that will be taken for violations of such prohibition; (iii) state in all solicitations or advertisements for its employees placed by or on behalf of English that English maintains a drug-free workplace. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement. A "drug-free workplace" shall have its meaning under the Code.

34. **Employment of Illegal Aliens Prohibited.** English covenants that it does not, and shall not, during the performance of the Project, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement.

35. **Minority and Women-Owned Businesses.** In the performance of the Project, English agrees to use its best efforts to abide to increase opportunity for small, minority-owned, and women-owned businesses (as defined in Section 2.2-4310 of the Code) in applicable subcontracts.

36. **Evidence of Authority to Transact Business in Virginia.** Upon request, English shall provide documentation acceptable to the City establishing that it is authorized to transact business in Virginia as a Virginia stock corporation under the Code. English shall not allow its existence or its certificate of authority or registration to transact business in Virginia to lapse or to be revoked or cancelled at any time during the Project. English shall ensure this provision is binding upon each subcontractor, materialman, or any other person who may be responsible to English or the City pursuant to this Agreement.

37. **Severability.** Any provision, term, covenant, or part of this Agreement held by a court of competent jurisdiction to be void or otherwise deemed unenforceable under any applicable law shall be deemed stricken and all remaining provisions,

terms, covenants, or parts of this Agreement shall continue to be binding and remain in full force and effect. Upon such provision, term, covenant, or part of the Contract being stricken, this Agreement shall be treated in a manner by the Parties that comes as close as possible to expressing the original intent.

38. **Workplace Safety.** English, at its sole expense, shall be responsible for ensuring its workplace, employees, agents, representatives, and any other persons performing Work under this Agreement conform to all federal and Virginia laws, regulations, and guidelines concerning workplace safety, including but not limited to, controlling the spread of COVID-19. Further, English shall defend, hold harmless, and indemnify the City, its employees, officers, boards, board members, representatives, and agents for any and all fines, penalties, costs, attorney's fees, judgments, and the like which may arise against the same as a result of a noncompliant workplace operated by English. The indemnification obligation hereunder shall survive the termination or expiration of this Agreement for a period of five (5) years.

39. **Third-party Rights.** Nothing in this Agreement shall be construed as granting any rights to any person who is not a Party to this Agreement.

40. **Subcontractors and Materialmen.** Upon the City's request, English shall provide a listing of all prime subcontractors and materialmen for the Project, performing Work or providing materials for the Project, including their (i) name; (ii) contact information; (iii) address; (iv) phone number; (v) Work to be performed/Materials to be provided; (vi) subcontract amount; (vii) amount actually paid; and (viii) any other information requested. English shall be fully responsible to the City for all acts and omissions of all succeeding tiers of subcontractors and materialmen performing Work or providing materials under the Agreement just as English is responsible to the City for its own acts and omissions.

41. **Right to Inspect.** The City shall have access to any books, documents, and records of English pertinent to the Work, Work Product, or provided for the Projects for the purpose of making audits, examinations, excerpts, or transcriptions. All such records shall be maintained by English for at least five (5) years after the City has made final payment thereto.

42. **Easement.** The City and English both acknowledge a Sanitary/Sewer or related easement must be acquired as part of the Project, being shown by a red line on **Exhibit G**. The City, at its own expense, shall be responsible for acquiring the same.

43. **Incorporation of Exhibits.** The following exhibits are hereby deemed to be part of this Agreement:

Exhibit A:
Definitions

Exhibit B:
Site Plan, Detailed Scope of Work, and English's Proposal.

Exhibit C:
Project Property

Exhibit D:
Project Schedule

Exhibit E:
Schedule of Values

Exhibit F:
Bond Forms

Exhibit G:
Sanitary/Sewer Easement

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have executed this Comprehensive Agreement as of the day, month, and year first above written.

CITY OF LYNCHBURG, VIRGINIA

By: ______________________________
Name: Wynter C. Benda
Title: City Manager

(SEAL)

Attest:______________________
Alicia Finney, Clerk of Council

ENGLISH CONSTRUCTION COMPANY, INC.

By: ______________________________
Name: ____________________________
Title: ____________________________

(SEAL)

Attest:______________________
Name:___________________
Title:___________________

Approved as to Form:

____
City Attorney/Designee

EXHIBIT A

Definitions

Architect, Engineer, Architect/Engineer, or A/E: The term used to designate the duly Virginia licensed persons or entities designated by English to perform and provide the Architectural and Engineering design and related services in connection with the Project.

Change Order: A document issued on or after the effective date of the Agreement which is agreed to by English and approved by the City, and which authorizes an addition, deletion, or revision in the Work, including any adjustment in the GMP and/or the Contract Completion Date. A Change Order, once signed by all parties, is incorporated into and becomes a part of the Agreement.

Construction: The term used to include new construction, reconstruction, renovation, restoration, major repair, demolition, and all similar work upon buildings and ancillary facilities, including any draining, dredging, excavation, grading or similar work upon real property.

Contract Completion Date: The date by which the Project must be Substantially Complete, which is set forth in this Agreement.

Contract Documents: This Agreement between the City and English and any documents or exhibits expressly incorporated therein, and all modifications including addenda and subsequent Change Orders.

Contract Price or **Guaranteed Maximum Price (GMP):** The total compensation payable to English for completing the Project, subject to modification by Change Order.

Date of Commencement: The date indicated in the written Notice to Proceed, the receipt of the earliest Building Permit, or a date mutually agreed to between the City and English in writing, whichever is the latest.

Day(s): Calendar day(s) unless otherwise noted.

Defective: An adjective which, when modifying the word Work or Project, refers to Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents or does not meet the requirements of inspections, standards, tests or approvals required by the Contract Documents, does not conform to applicable laws or permits, or Work that has been damaged prior to the final payment (unless responsibility for the protection thereof has been assumed by the City at Substantial Completion).

Drawing: A page or sheet of the Plans which presents a graphic representation, usually drawn to scale, showing the technical information, design, location, and dimensions of various elements of the Project. The graphic representations include, but are not limited to, plan views, elevations, transverse, and longitudinal sections, large and small scale sections and details, isometrics, diagrams, schedules, tables and/or pictures.

Emergency: Any unforeseen situation, combination of circumstances, or a resulting state that poses imminent danger to health, life or property.

Final Completion: Completion and full performance of all Work in accordance with the terms and requirements of the Contract Documents, including the completion of all items identified on punch lists generated through substantial completion inspections, provision to the City of releases of all liens, and submission of all information, manuals, as-built drawings, warranties, and documentation required by the Contract Documents. Unless otherwise agreed in writing, English should achieve Final Completion not more than 60 days after Substantial Completion.

Float: The excess time included in a construction schedule to accommodate such items as inclement weather and associated delays, equipment failures, and other such unscheduled events. It is the contingency time associated with a path or chain of activities and represents the amount of time by which the early finish date of an activity may be delayed without impacting the critical path and delaying the overall completion of the Project.

Notice: All written notices, including demands, instructions, claims, approvals and disapprovals, required or authorized under the Contract Documents. Any written notice by either party to the Agreement shall be sufficiently given by any one or combination of the following, whichever shall first occur: (1) delivered by hand to the last known business address of the person to whom the notice is due; (2) delivered by hand to the person's authorized agent, representative or officer wherever they may be found; (3) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox; or (4) email. Notice is effective upon such delivery. All notices to the City should be directed to the Project Manager. All notices shall be titled as to their purpose in the subject line (i.e. “notice,” “demand,” “claim,” “instruction,” “approval,” and “disapproval”). The notice must be dated and should clearly state whether the notice is one required under the Contract Documents.

Notice to Proceed: A written notice given by the City to English fixing the date on which the date on which construction will commence for English to begin the prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed will also customarily identify, or allow definite calculation of, a Contract Completion Date.

Person: This term includes any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.

Plans: The term used to describe the group or set of project-specific drawings prepared by English’s A/E and that describe the proposed Work in sufficient detail and provide sufficient information for the Building Official, and other permitting officials to determine code compliance and for English to perform the Work. Plans, once approved by the City, shall constitute a part of this Agreement.

Project: The term used instead of the specific or proper assigned title of the entire undertaking which includes, but is not limited to, the "Work" described by the Contract Documents, including any specific Phases or Subphases of such Work.

Project Manager: The Project Manager as used herein is the City's designated representative on the Project. The Project Manager is the person through whom the City generally conveys written decisions and notices. All notices due the City and all information required to be conveyed to the City should be conveyed to the Project Manager. The scope of the Project Manager's authority is limited to that authorized by the City, who shall provide written information to English at the Preconstruction meeting defining those limits. Upon receipt of such information, English shall be on notice that it cannot rely on any decisions of the Project Manager outside the scope of his authority. Nothing herein shall be construed to prevent the City, through duly authorized officials, from issuing any notice directly to English. The City may change the Project Manager from time to time and may, in the event that the Project Manager is absent, disabled or otherwise temporarily unable to fulfill his duties, appoint an interim Project Manager.

Proposal: The Lynchburg Police Headquarters Conceptual Phase PPEA Proposal, dated as of March 12, 2021, and any written amendments thereof or supplements thereto submitted to the City.

Provide: Shall mean furnish and install ready for its intended use.

Punch List: A list of defects in Work, provided following inspection by the City at Substantial Completion, that must be satisfactorily corrected for the Project or any part thereof to be accepted for Final Completion.

Schedule of Values: The schedule prepared by English and acceptable to the Owner which indicates the value of that portion of the Contract Price to be paid for each trade or major component of the Work.

Site: Shall mean the location at which the Work is performed or is to be performed.

Specifications: That part of the Contract Documents prepared by English's A/E and acceptable to the City which contain the written design parameters and the technical descriptions of materials, equipment, construction systems, standards, and workmanship which describe the proposed Work in sufficient detail and provide sufficient information for the Building Official, Virginia Department of Health, City Soil Erosion, and Sediment Control Officials, and City of Lynchburg personnel to determine code compliance and for English to perform the Work.

Subcontractor: A person having a direct contract with Contractor or with any other Subcontractor for the performance of the Work. Subcontractor includes any person who provides on-site labor but does not include any person who only furnishes or supplies materials for the Project.

Submittals: All shop, fabrications, setting and installation drawings, diagrams, illustrations, schedules, samples, and other data required by the Contract Documents which are specifically prepared by or for English to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by English to illustrate material or equipment conformance of some portion of the Work with the requirements of the Contract Documents.

Substantial Completion or Substantially Complete: The condition when the City agrees that the Work, or a specific portion thereof is sufficiently complete, in accordance with the Contract Documents, so that it can be used by the City for the purposes for which it was intended.

Supplier or **Materialman:** A manufacturer, fabricator, distributor, materialman or vendor who provides material for the Project but does not provide on-site labor.

Time for Completion: The number of consecutive calendar days following the Date of Commencement which English has to substantially complete all Work required by the Agreement.

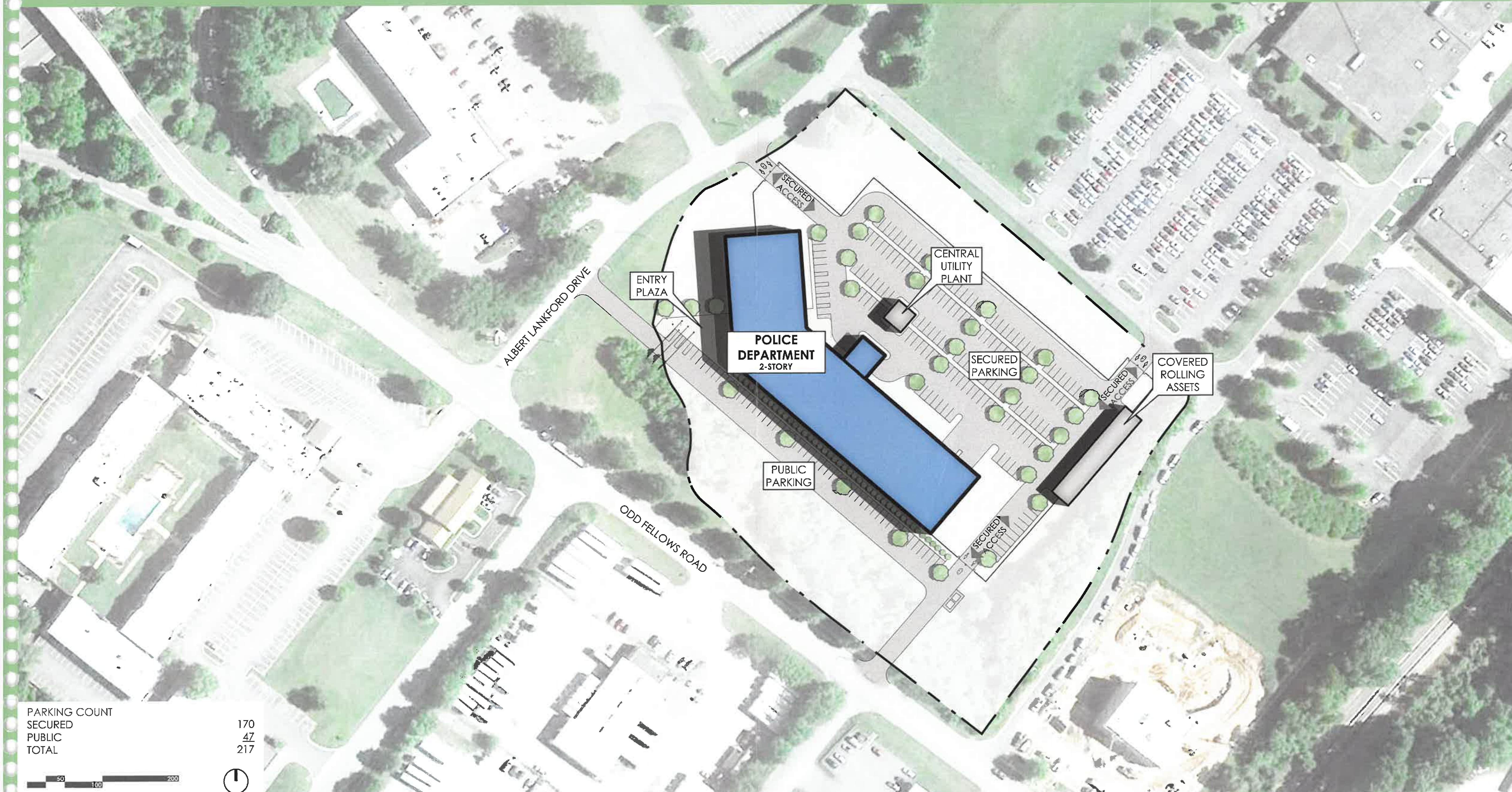
Work: The services performed under this Agreement including, but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents or which may reasonably be expected to be provided as part of a complete, code compliant, and functioning system for those systems depicted in the plans and specifications and described in the Project description of this Agreement.

Irrespective of being shown with upper/lowercase letters in the Agreement, where the context requires, the definitions shown in this exhibit shall apply.

EXHIBIT B

Site Plan, Detailed Scope of Work & Proposal

SITE PLAN



Lynchburg Police Department - Lynchburg, VA
Architects Design Group / Dominion Seven in association with English Construction Company
1046 | 2021.03.09

MASTER PLAN
ODD FELLOWS SITE

SCOPE OF SERVICES

Lynchburg, VA

LYNCHBURG POLICE HEADQUARTERS CONCEPTUAL PHASE PPEA PROPOSAL

CONFIDENTIAL AND PROPRIETARY

ENGLISH CONSTRUCTION COMPANY | LYNCHBURG, VA

IN ASSOCIATION WITH

ARCHITECTS DESIGN GROUP | WINTER PARK, FL · DALLAS, TX

SUBMITTAL DATE: MARCH 12, 2021 3:00 p.m.

ENGLISH | Architects Design Group

March 12, 2021

Ms. Stephanie Suter
Procurement Manager
City of Lynchburg Purchasing Division
Third Floor Hall
900 Church Street
Lynchburg, VA 24504

RE: PPEA Conceptual Phase Proposal | Lynchburg Police Headquarters

Dear Ms. Suter:

The English Construction/ Architects Design Group Team is pleased to submit this unsolicited proposal under the PPEA guidelines to provide full planning, architectural, engineering, and construction services as outlined in Volume I. English and ADG is requesting that the City protect certain material as confidential and propriety information as permitted pursuant to subdivision 11 of Section 2.2-3705.6 of the Freedom of Information FOIA). This information includes the entire Volume II and is labeled as such.

In Volume II, we have provided proprietary and confidential information in reference to the design elements and cost of construction as well as providing the City of Lynchburg two additional sites and their respective pricing for your consideration. We respectfully request the property located adjacent to Genworth on Odd Fellows Road remain strictfully confidential as we have control of the property but are waiting for a signed contract.

Our team is very aware of the budget issues the City is experiencing and offers these alternate sites providing different building and parking configurations that may be of both short and long term benefits to the Police Department and the City of Lynchburg.

We are very excited to present our proposal to you and are available to discuss each of these alternate sites with you should you have any questions.

Sincerely,

Allen M. Hamblen, LEED AP
English Construction / Project Executive
Virginia Contractor Registration No. 270100873 Class A
ahamblen@englishconst.com

Ian Reeves, AIA, ICA, IALEP
Architects Design Group / President
Virginia Architectural Registration No. 0401017800
ianr@adgusa.org

CONFIDENTIAL / PROPRIETARY INFORMATION

The following pages are supplements to our team's PPEA proposal for the Lynchburg Police Headquarters. We would request that these are Confidential and Proprietary to our team.

ARCHITECTURE

Site Design

The site plan herein depicts an approximate 82,000± square foot, composite steel system building with associated secure and public parking on three possible sites. Kemper, Lakeside and Odd Fellows. Kemper and Odd Fellows are zoned I-2 and Lakeside is B-5, both of which do not require setbacks or have height restrictions.

Per the zoning code for the City of Lynchburg, the required quantity of parking for the facility is 100 parking spaces (Business Use with the current square footage). Kemper shows 189 secured / 29 public parking. Lakeside shows 183 secured / 47 public parking spaces. Odd Fellows shows 170 secured/ 47 public parking spaces.

All sites allow for multiple access and egress points from the secured parking area allow for unencumbered police circulation in case one of the two access point are blocked.

Other amenities and elements are also located on the site plan. These include the following items:

- Rolling Assets Storage
- K-9 area
- Generator & Fuel Tank (diesel)
- Sally Port

Program and Spatial Needs Assessment

The Spatial Needs Assessment (SNA) prepared in early 2016 was reviewed with the City and PD. During the current Pre-Design process the SNA was refined & revised with input from the PD and City along with development of the current floor plans and space adjacencies. The result is a reduction in overall square footage and a modified program as represented in the attached plans. Please refer to the Executive Summary Exhibit of the Spatial Needs Assessment.

Architectural Design Standards

The new facility is designed as a composite steel structure system on a concrete slab. This building is categorized by the 2015 Virginia Construction Code as a Risk Category IV, Essential Facility and is required to maintain operation during natural and/or manmade events. To this end, the following are the design considerations:

ARCHITECTURE (cont.)

Building Massing, Entryways and Design Articulation

- Readily identifiable Public Entry
- The overall building massing reflects the interior volumes expressing the large volumes of the Public spaces and keeping the lower areas, without access to natural light, for Evidence and Booking/Intake functions.

Building Materials and Colors

- The primary exterior building finish materials utilized are brick, precast panels and metal panels of varying designs and colors.
- All colors and materials utilized on the main building and other accessory buildings are compatible and complementary to each other.
- Glazing utilized is less than 20% reflectance. The glazing will be laminated, insulated, impact resistant glazing for survivability and energy efficiency.

Roof Treatment

- Due to the survivable nature of this building and its public prominence, there should be little to no exposed rooftop equipment. All ground mounted equipment will be located behind protective enclosures in the secure staff area while any roof mounted equipment will be located on the low roof and provided with impact resistant enclosures. This strategy enhances survivability, security and ease of maintenance. Equipment will be located on the roof only if required due to budget issues.
- Roof materials will be composed of single ply membrane with additional roof pads added to accommodate traffic for service.

Additional Standards & Guidelines

- CALEA – Commission on Accreditation for Law Enforcement Agencies
- CPTED – Crime Prevention Through Environmental Design
- IALEP – International Association of Law Enforcement Planners
- IAPE – International Associate for Property & Evidence
- IACP Planning Guidelines
- NFPA 1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems
- FEMA 543 – Design Guide for Improving Critical Facility Safety from Flooding and High Winds
- FEMA 361 – Design and Construction Guidance for Community Safe Rooms
- NFPT 75 – Standard for the Protection of Electronic Computer / Data Processing Equipment

- Department of Defense, UFC Standards - (Used for security stand-off distance guidance)

Code Analysis

- The facility is to be protected by a fully automatic sprinkler system.
- The facility is classified as a Risk Category IV Essential Facility.
- The Occupancy Classification for this Police Station is B (Business) with S2 "Low-Hazard Storage" for the storage areas (if the areas are over 10% of the footprint in which they are located)
- The Construction Type is II-B equipped with an automatic sprinkler system.
- The Occupancy Classification and Construction Type are used to determine the maximum height and area for the building. The maximum height permitted is 75'at four stories and the maximum allowable area per floor is 92,000 square feet on the first story and 69,000 SF on the upper stories (26,330 SF largest provided). Note, there are allowances for square footing increase due to frontage availability; however, we do not need to take advantage of this allowable increase.
- The tabular and design occupancy load will fall below the threshold as outlined in the building code. Necessary means of egress, number of exits, travel distance and common path of travel all will be met with the new layout.

Survivable Design Standards

- Due to the nature of this building type and the need to maintain operation during and immediately after natural and manmade events, there are many attributes that are unique beyond the typical office building to provide a more robust facility. The building envelope will be designed to accommodate the additional wind load pressures required by code for Essential Facilities, provide enhanced protection for missile impact, and provide a robust construction to increase the usable lifespan of the facility.
- Design Wind Speed: 120 mph (3-second gust)

General Redundancy Requirements

The 2015 Virginia Construction Code requires that essential facilities be operational during and after an event and therefore redundant systems for power (generator), as well as HVAC, voice and data systems are highly recommended. These redundant systems should be protected accordingly, consistent with the building envelope code requirements.

- Power: 2 or more sources of electrical power and/or single source plus UPS for technology systems and generator.
- Data/Fiber: redundant connection sites for the building on the City's Core Ring fiber in case of failure at one of the sites, they will maintain network connectivity.
- The facility must have emergency generator enclosure housing critical equipment.
- The emergency generator enclosure will be designed to the same criteria as the building envelope.
- The protected equipment would provide redundant systems allowing the facility to function after an event in case of utility failure during an event.

Construction and Life Safety

- Occupancy - Business
- Construction Type - use IIB
- Protected by fully automatic sprinkler (NFPA 13)
- Class 'A' roof per NFPA 256
- 2-HR rated vertical and horizontal enclosures per NFPA 1221/251
- Openings protected by self-closing doors or other assemblies with 90-minute fire resistant rating.

Utilities

- Alternative HVAC required for backup.
- No man utility services shall pass through essential equipment areas.

Fire Protection

- Building and space protection with fully automatic sprinkler system.
- Monitor/supervise sprinkler in Operations Room.
- Maintain operation of systems during fire to transfer operations.
- Clean agent system in Server Room.

Security

- Protect against vandalism, terrorism, and civil disturbances.
- Entrances leading directly from the exterior shall have a security vestibule.

ARCHITECTURE (cont.)

Windows

- Locate a minimum of 4' above floor.
- Ballistic Resistant Rated Level IV per ANSI/UL 752. (Interior spaces as required) (i.e. Transaction windows in records)
- Operable windows will not be utilized.

Power

- Provide required power and backup.
- Provide one circuit from utility and another by generator.
- Provide backup Generator(s):
  - One for normal power
  - One for standby
- Automatic power source transfer required.
- No power circuit conductors are to be located over generators.

Generators

- Per NFPA 37.
- Locate in secure and ventilated enclosure.
- 72 hour minimum fuel capacity preferred, but may be reduced to 24 hour capacity, if required, due to cost constraints.
- Support equipment for generator must also have standby power.
- Protect wiring and circuitry.
- Lightning protection and grounding required.

Emergency Response Facilities (Police) Requirements

- Communication must be kept working properly at all times.
- Primary and secondary means of communication required.
- Construction:
  - Openings protected by self-closing doors or other assemblies with 45 min. rating
- Security:
  - Secure communication equipment.
- Power:
- Electronics:
  - Protect with UPS.

Risk Assessment

Risk assessment should consider far reaching regional threats, local natural and man-made threats, building typology and perceived threats to the ongoing operation of the specific program, as well as site related threats. Typical standards utilized for Risk Assessment for these types of facilities are published by the Flood Insurance Rate Map (FIRM), the 2015 Virginia Construction Code - Chapter 16 (relating to essential facilities) and ASTME 1996 (relating to missile impact testing). The application is based on the project's perceived and analyzed risks. The site and project review process should begin with:

- Vulnerability analysis that identifies the value of assets and the types and severity of potential threats.
- Risk Assessment that assigns a value to all the above so they can be prioritized.
- Development of Mitigation Options that consider overall cost and benefit to the various solutions.

Safe Room / Storm Shelter

The current design does not contain a Safe Room / Storm Shelter due to the design windspeed associated with the project.

Security Standoff Zones, Site Access Control, Definition of Public Access and Secured Access Zones

Regarding the building's site design layout, it is important to note that the conventional stand-off zone distances range from 82'-148' for a controlled perimeter, public drives, and public parking and 33'-82' for roadways and staff drives with in the controlled perimeter. Site access control and definition of secure zones and public access zones from the building are designed into the project. The areas surrounding the building should be free and clear of visual obstructions that hinder the natural surveillance of the site. Further, site access should be monitored at the controlled perimeter via security gates and access control (Closed circuit TV, card readers & scanners, etc.)

Sustainable Design Objectives

Sustainable design initiatives and evaluation guidelines can vary from project to project, and they can be based on various design standards such as LEED New Construction, Whole Building Design Guidelines, International Energy Conservation Code, Green Globes, or other criteria deemed appropriate. Overall, consideration for a sustainable site design, efficient use of materials and resources, efficient use of water, consideration of overall energy use and atmosphere impact of building systems, creating positive work environments

ARCHITECTURE (cont.)

with indoor air quality considerations, and design innovation where appropriate is the basic outline to a successful sustainably designed project.

Because of the 24/7 hr. operation of a Public Safety Facility, efficient energy use, access to natural lighting, and quality indoor environments are very important for functional reasons, long term operational costs, and to create a positive and productive work environment. Energy and water efficiency also aligns with the survivable needs. For example, a low energy use building will require smaller generator back-up systems, smaller HVAC systems that require redundant systems in the event of failure. Water efficiency reduces the potable water needs and amount of waste water created, which are also provided with back-up storage systems. All of the above equate to smaller primary system needs as well as back-up secondary system requirements that ultimately provide cost savings, lower long term operational costs, and increased survivability. Below are a few examples of design initiatives that will be considered:

- High Insulation Value Glazing Systems.
- Solar Shading and Fixed Louvers.
- High Efficiency HVAC Systems to reduce energy demands.
- High Efficiency Light Fixtures to reduce energy demands.
- Lighting Controls such as Occupancy, and Light Sensors to automatically reduce electric usage.
- High Efficiency Plumbing Fixtures to reduce water consumption.
- Use of Low VOC Materials to enhance indoor air quality.
- Use of High Recycled Content Materials.

INTERIORS

The materials and finishes in the facility are selected with the usage of a 24-hour facility in mind. Since the facility operates 24 hours a day, the materials and finishes age three times faster than a typical facility. Therefore, more durable materials and finishes are selected. The purpose of this is to specify finishes and grades of the materials with the specific colors and textures to be selected in a later phase of the design incorporating the owner's input to ensure their vision is captured as well.

Flooring

- Carpet Tile. Carpet tile is being used in this project rather than broadloom not only for design flexibility, but also for its durability and low maintenance properties. A 17-20-ounce weight is selected for this type facility. When and if the carpet needs to be replaced, minimal productive downtime will occur since tiles can be replaced while staff are working. Because of its sound dampening properties, carpet is used in the office suites as well as conference rooms.

- Porcelain tile. A through body porcelain tile is selected not only for its durable properties, but also for the added emphasis put on the safety of the occupying staff. Tile will be used in corridors, restrooms, break rooms and areas with high circulation.

- Epoxy flooring. This non-porous surface eliminates grout joints creating a smooth surface that can easily be cleaned and requires very little maintenance.

- Sealed Concrete. This surface is great for ease of up-keep. Typically found in back of house areas such as apparatus bays, laundry and decontamination areas. This allows for a low maintenance floor with a cost conscience budget.

Millwork

- Countertops
    - Solid Surface. Solid surface is typically used at the front lobby or public areas and in any wet areas. Wet areas with a sink combination i.e. restrooms, break rooms and kitchen areas would also utilize solid surface. It is a very durable product with an appearance that is suitable for public areas.

    - Laminate. Plastic laminate is used in both a horizontal and vertical application. In the horizontal application plastic laminate can be found in areas that include countertops without a sink, or general work surface areas. In the vertical application of plastic laminate can be found on the face of cabinets. Plastic laminate faced cabinets are recommended versus stained wood cabinets due to its durability and the nature of these types of facilities.

    - Stainless Steel. Durable and resilient to many things such as abuse and chemicals.

Glazing

- Ballistic Rated. Typically found in the main lobby. The thickness and ballistic rating of this glass varies depending on the security level needed.

- Security. This type of glazing can be found in any area where security is heightened. The thickness and ballistic rating of this glass varies depending on the security level needed.

- Interior Glazing. Typically found in office areas. This glazing allows for natural light to penetrate into interior spaces.

Furniture

- Office Spaces

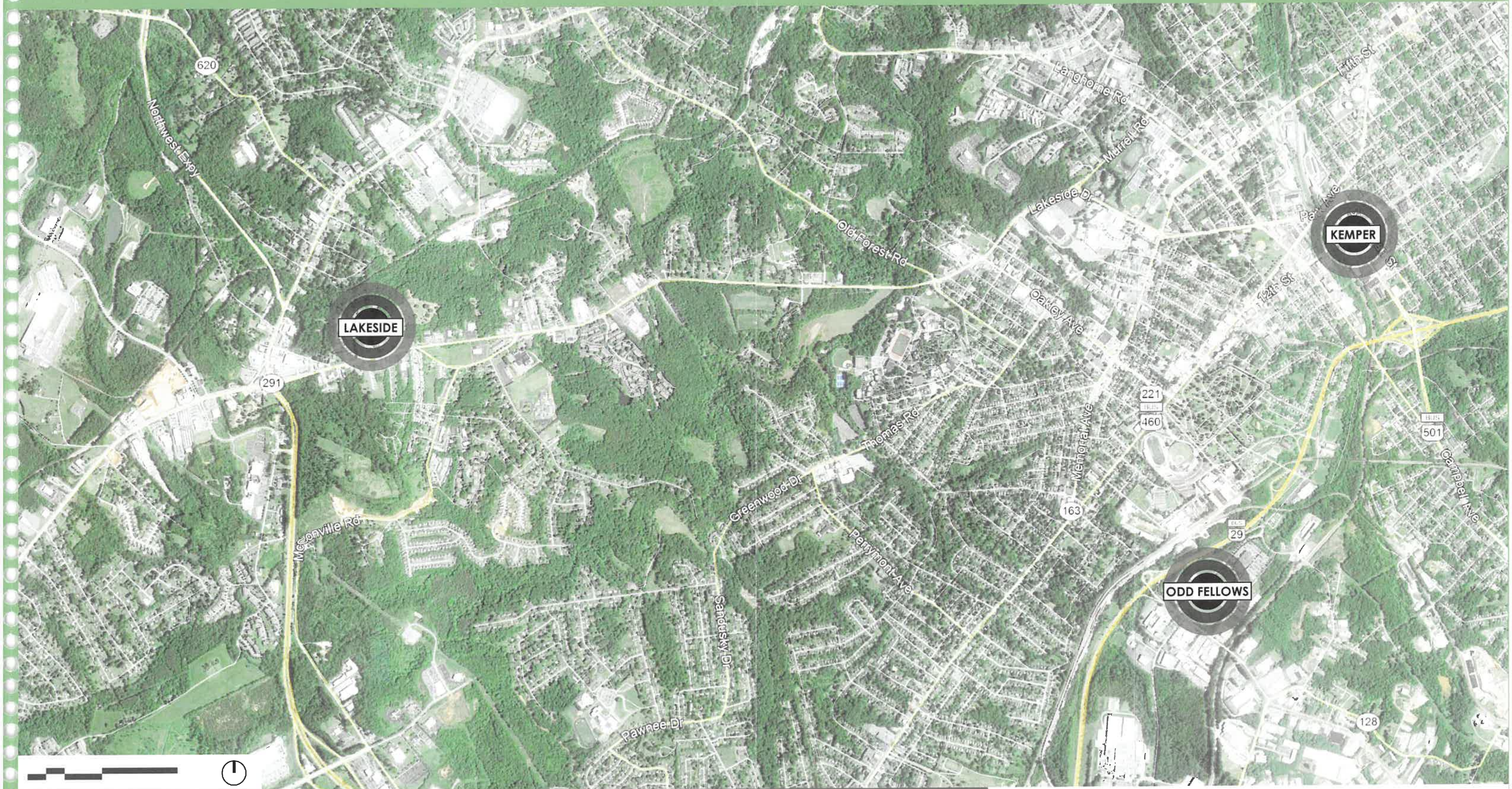
  - Chairs. There are several styles and types of chairs that will be specified on this project. Rank, location and usage plays a large role on the aesthetic and function of each chair selected.
    - Office Chairs. A chair with either a mesh back or fabric back with multiple adjustments to ensure the chair ergonomically fits each individual. These chairs will be located mainly in the administrative areas of the facility.
    - Task Chair. These chairs are not intended for long periods of sitting like an office chair so; they will not have as many adjustment options as an office chair. These chairs are located in the classrooms and report writing areas.
    - Guest Chairs. These chairs usually get less use than the office chair and task chair. Therefore, they have even fewer adjustment and comfort options. These chairs usually have low or no profile arms and no casters. These chairs can be found in the administration areas as well as additional seating in conference rooms, classroom and waiting areas.
  - Desks. The style and material used on each desk will be determined by the function of the space. Usually office spaces with a door will have a free-standing desk with a side table. The senior management offices usually have the same configuration but with a credenza and hutch behind the desk. Open office areas are furnished with systems style desks which is supported by fabric covered partition walls. These desks usually consist of two work surfaces with a box style file drawer for supplies and file storage.
  - Filing Cabinets and Book Cases. These items are supplied in office spaces that require these types of storage needs. These pieces of furniture are reviewed in office spaces on an as needed basis since not every position requires these pieces of furniture.
  - Tables. In this type of facility, there are two main types of tables regularly used: conference room and classroom tables. In keeping up with technology and the user's needs, data and power access panels are integrated into the tables to allow for easy access as well and keeping walkways clear of cords and wires. The main power feed is located in a floor mounted outlet and is fed through the legs or pedestals of the table.

General Finishes

- Walls. Interior walls are typically composed of gypsum wall board with an orange peel finish to level 4. A typical facility will consist of white walls with accent walls located in key areas. Typically, a facility will consist of up to 5 accent wall colors. These accent colors and the location of these colors are reviewed with the owner.

- Acoustic wall panels. Acoustic wall panels are installed on the walls in areas that need a higher STC (sound transmission coefficient). The panels have a foam core and are wrapped with a fabric. These panels are typically used in interview rooms, dispatch centers and larger training or conference rooms.

- Interior Doors
  - Solid Core. Interior doors are typically solid core with either a stain or a plastic laminate finish. These doors can be found in offices and conference rooms.
  - Hollow Metal. Hollow metal doors are typically finished with paint. These types of doors are found in areas that are in high traffic areas or are prone to higher abuse. These doors are found in mechanical rooms, service rooms, and areas with exterior access.

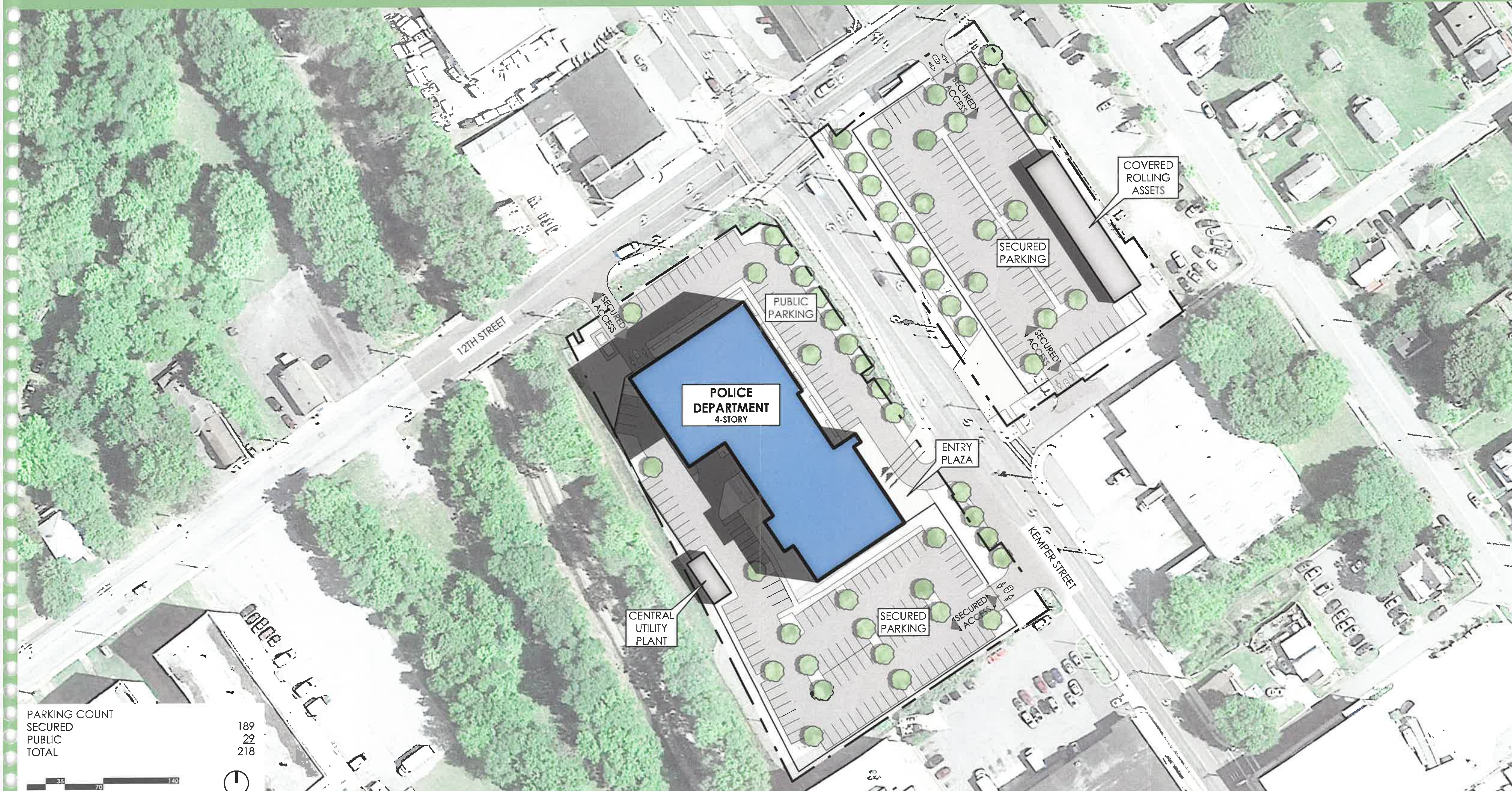


Lynchburg Police Department - Lynchburg, VA

Architects Design Group / Dominion Seven in association with English Construction Company

1046 | 2021.03.09

LOCATION MAP



Lynchburg Police Department - Lynchburg, VA
Architects Design Group / Dominion Seven in association with English Construction Company
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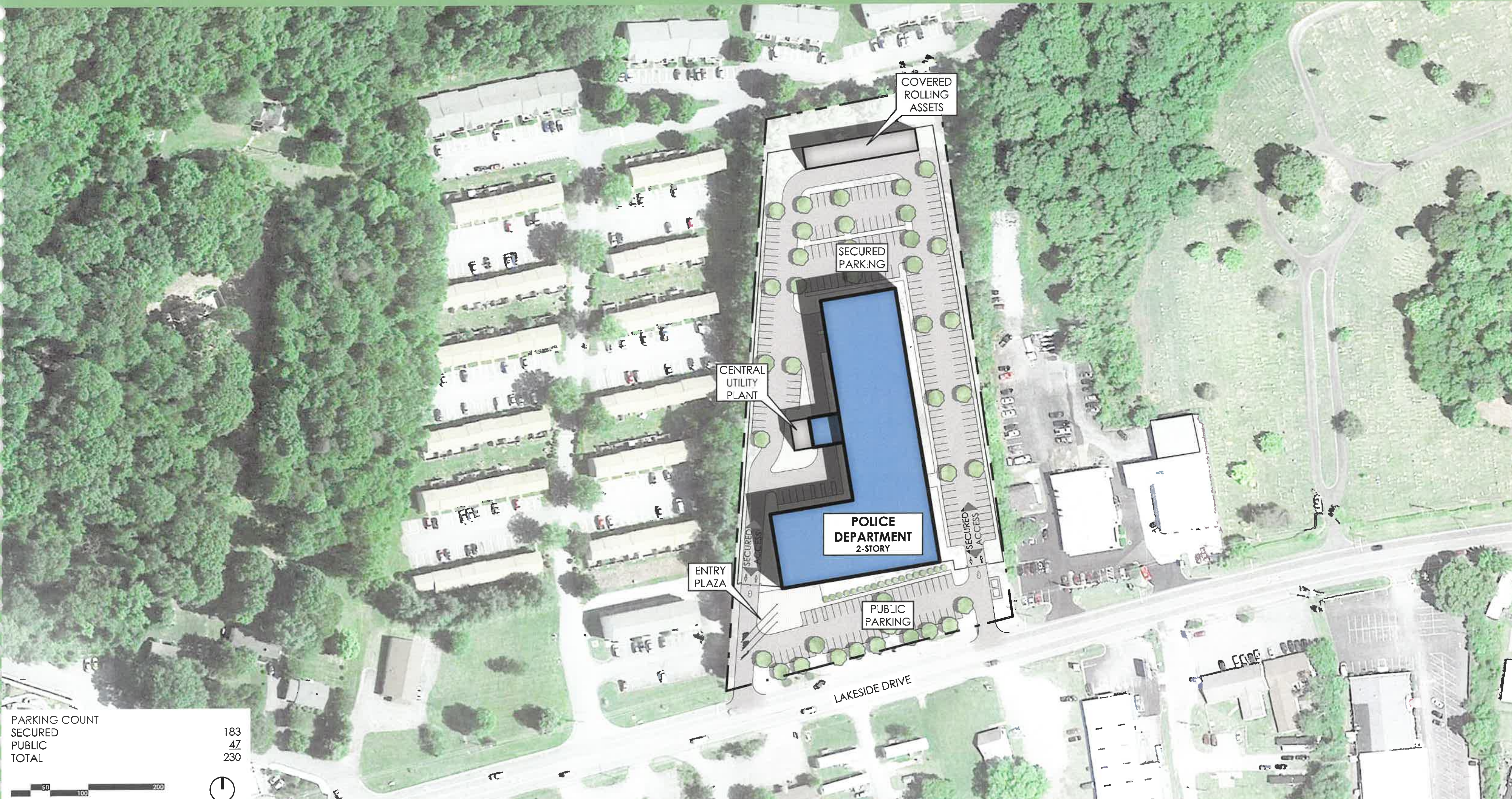
MASTER PLAN
KEMPER STREET SITE



PARKING COUNT	
SECURED	183
PUBLIC	47
TOTAL	230

Lynchburg Police Department - Lynchburg, VA
Architects Design Group / Dominion Seven in association with English Construction Company
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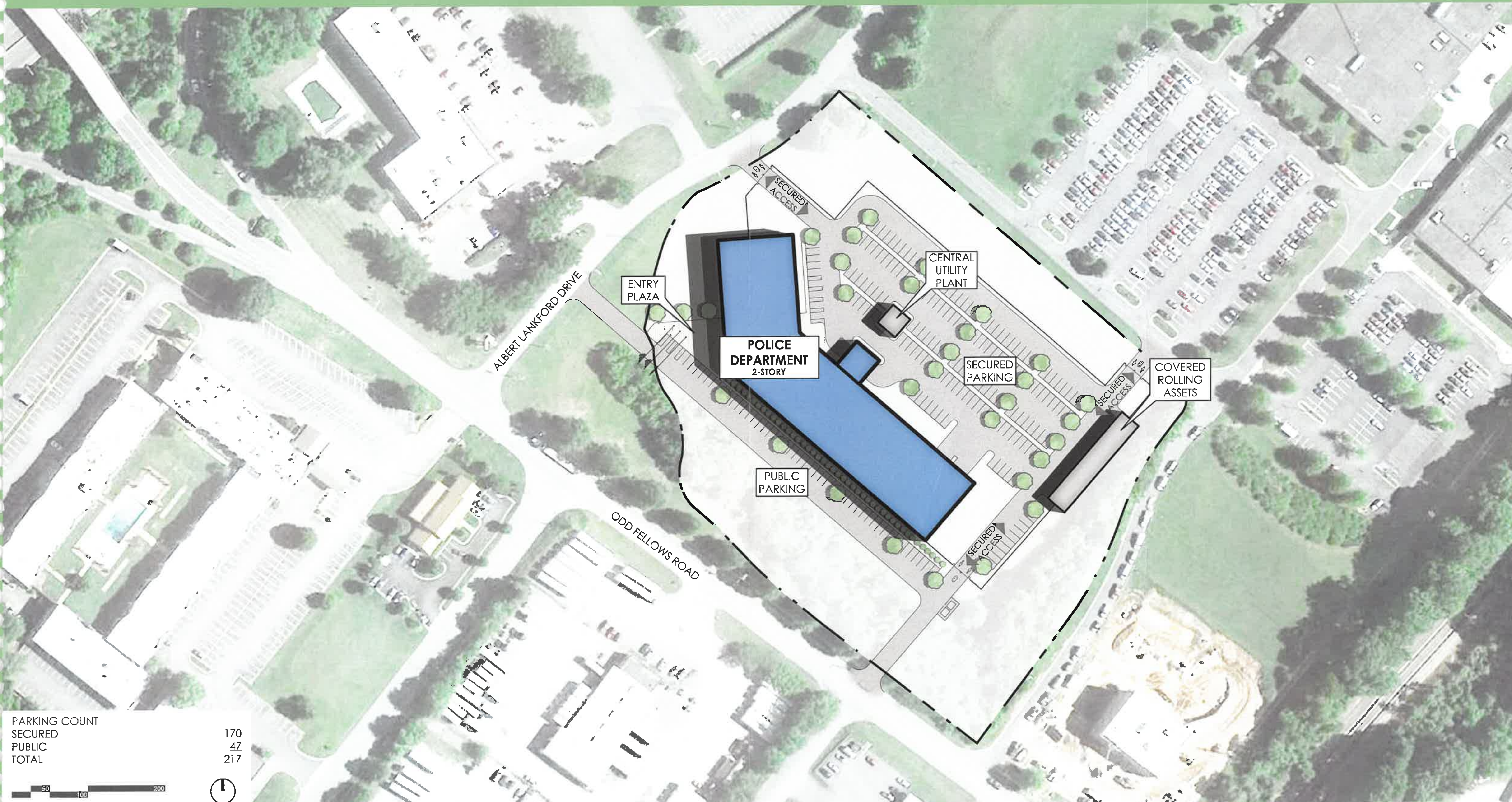
MASTER PLAN
LAKESIDE DRIVE SITE



PARKING COUNT	
SECURED	170
PUBLIC	47
TOTAL	217

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MASTER PLAN
ODD FELLOWS SITE

Lynchburg Police Department - Lynchburg, VA
Architects Design Group / Dominion Seven in association with English Construction Company
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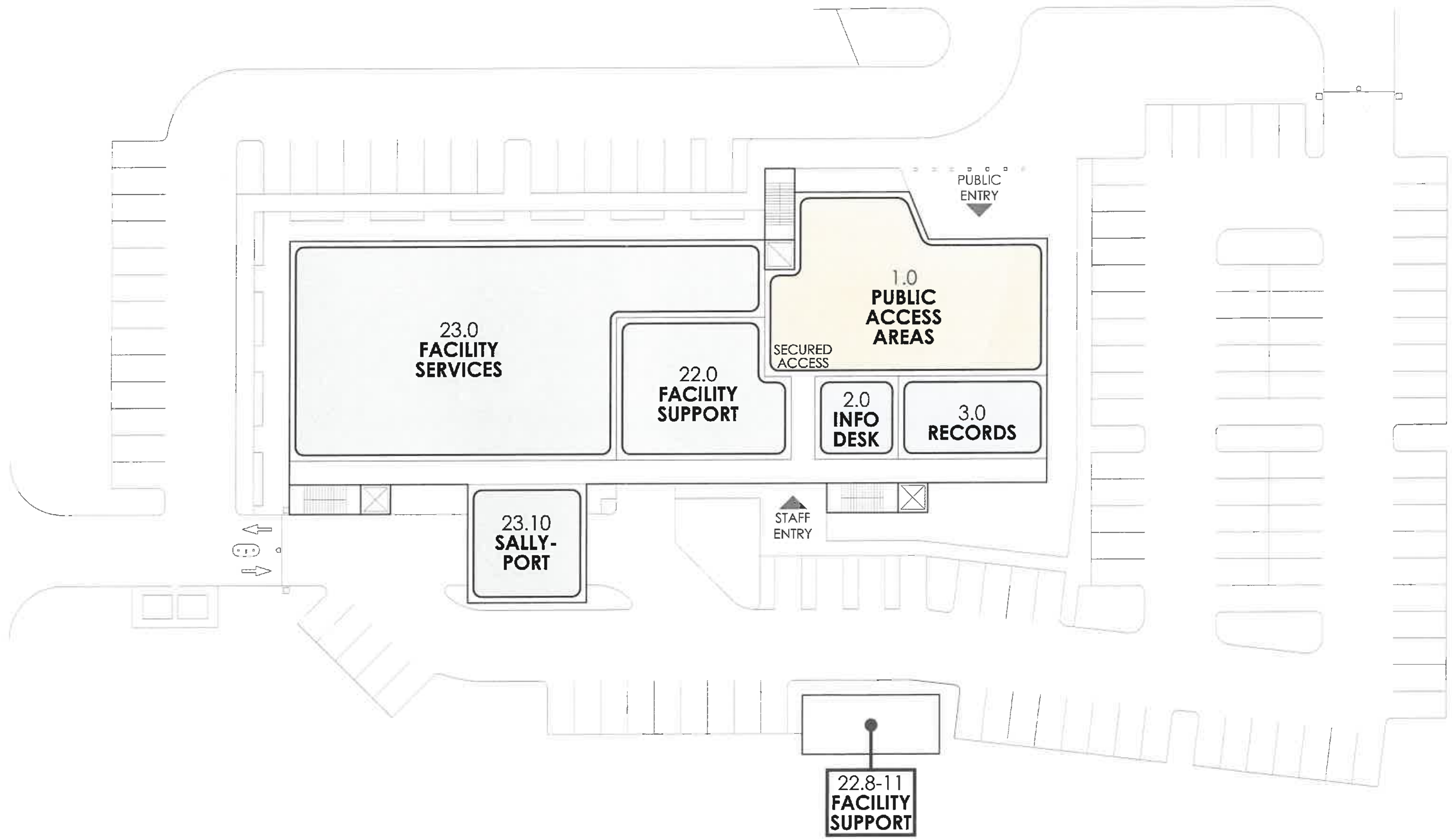
ELEVATIONS



1.0	PUBLIC ACCESS AREAS
2.0	INFORMATION DESK
3.0	RECORDS
4.0	TRAINING
5.0	SCHOOL RESOURCE OFFICERS
6.0	PROPERTY & EVIDENCE
7.0	FORENSICS (SEE 24.0 & 25.0)
8.0	SUPPORT DIVISION
9.0	FIELD OPERATIONS BUREAU
10.0	K-9 UNIT
11.0	ANIMAL CONTROL
12.0	CRISIS INTERVENTION TEAM
13.0	COMMUNICATIONS (REMOVED)
14.0	CRIMINAL INVESTIGATIONS BUREAU
15.0	CRIMINAL INVESTIGATIONS DIVISION
16.0	SPECIAL INVESTIGATIONS DIVISION
17.0	INFORMATION TECHNOLOGY
18.0	ADMIN/ OFFICE OF THE CHIEF
19.0	FINANCE
20.0	INTERNAL AFFAIRS
21.0	not used
22.0	FACILITY SUPPORT
23.0	FACILITY SERVICES
24.0	DIGITAL FORENSICS UNIT
25.0	CRIME SCENE UNIT

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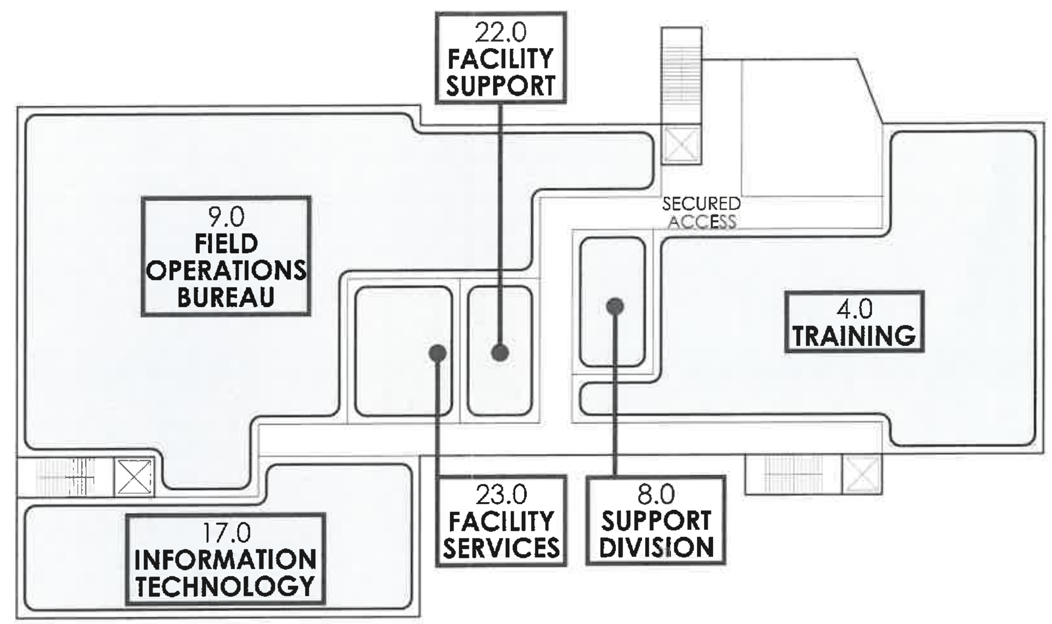
Lynchburg Police Department - Lynchburg, VA
Architects Design Group / Dominion Seven in association with English Construction Company
1046 | 2021.03.07

ADJACENCY DIAGRAM
LEVEL ONE



1.0 PUBLIC ACCESS AREAS
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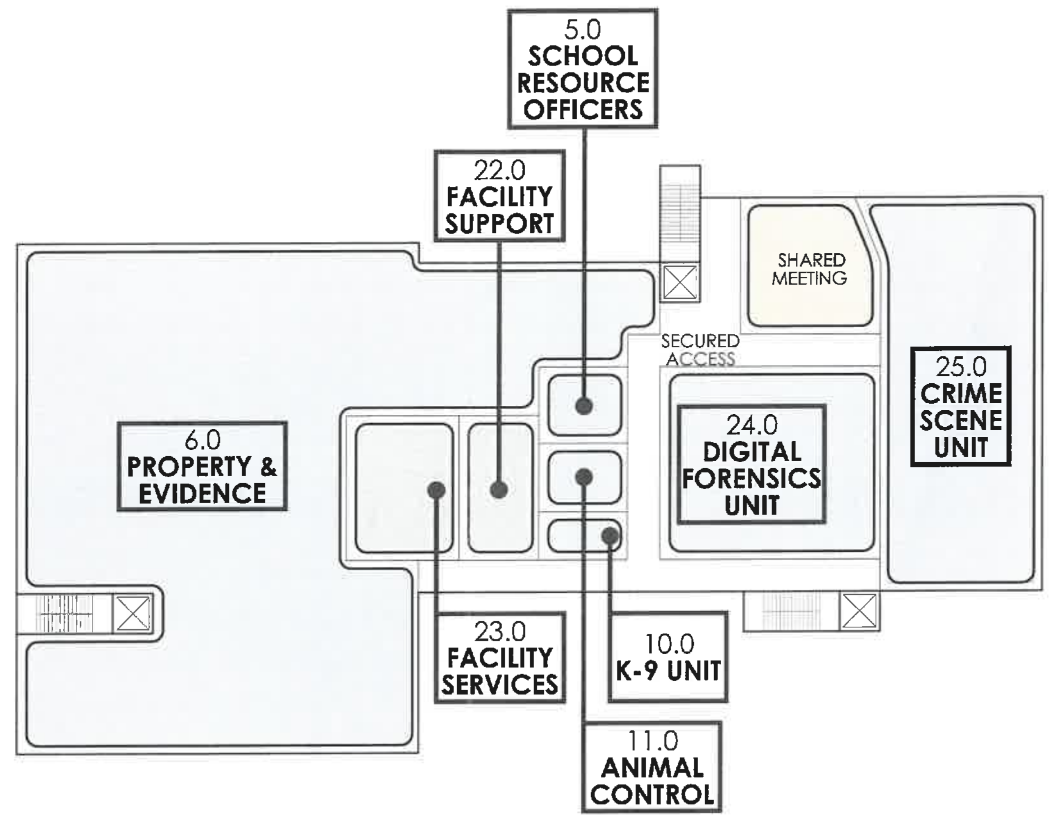
ADJACENCY DIAGRAM
LEVEL TWO



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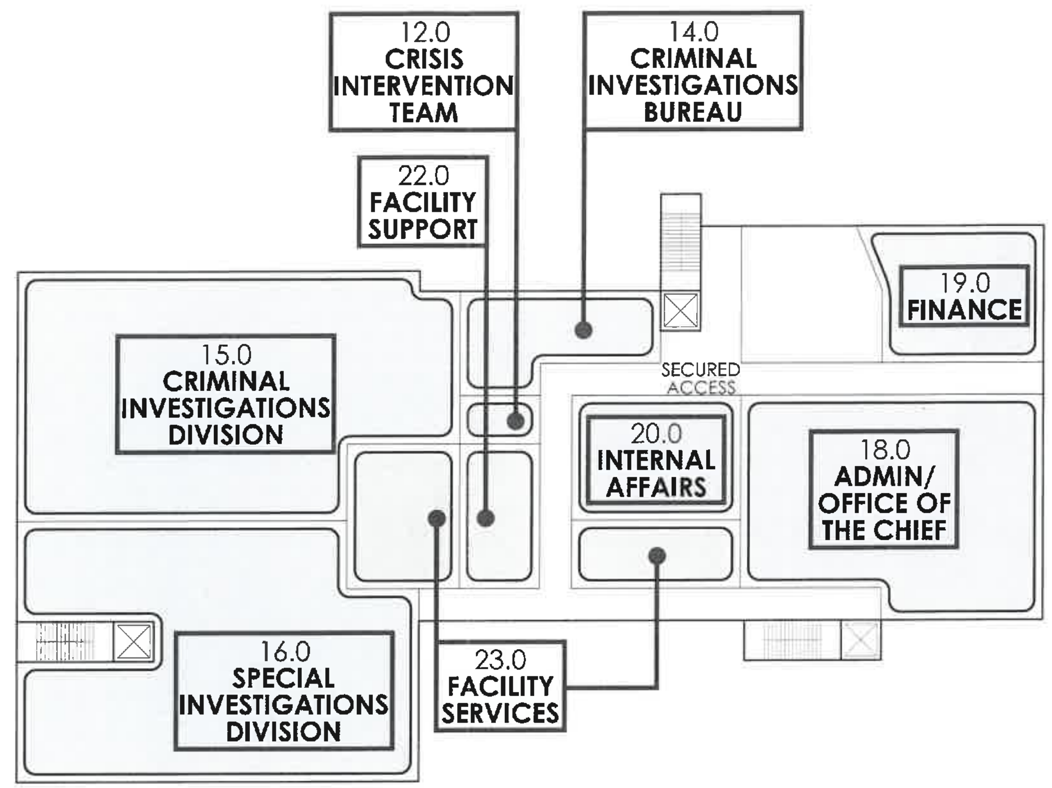
ADJACENCY DIAGRAM
LEVEL THREE



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23.0	FACILITY SERVICES
24.0	DIGITAL FORENSICS UNIT
25.0	CRIME SCENE UNIT

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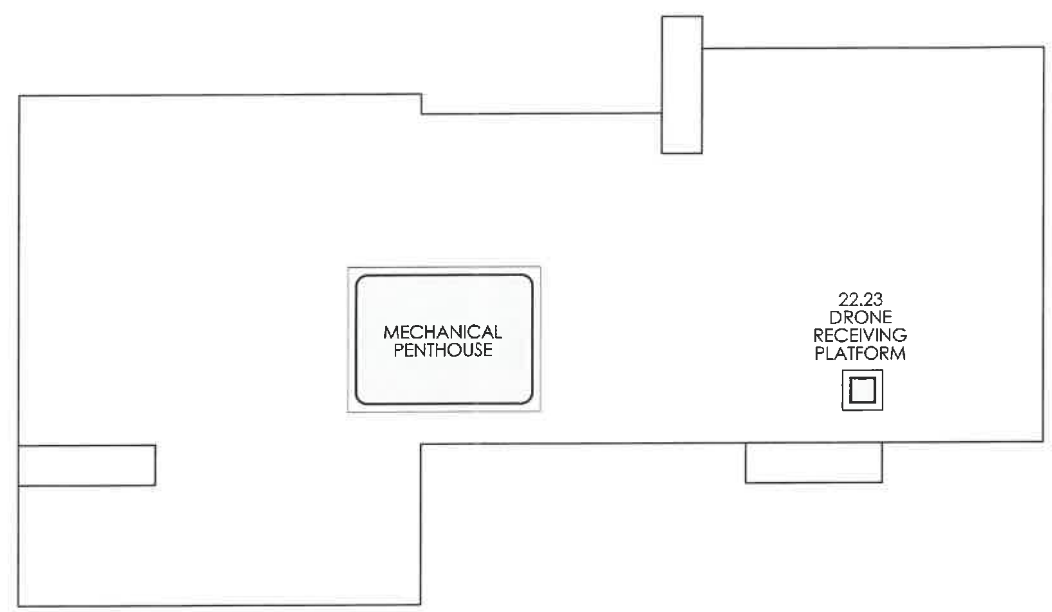
ADJACENCY DIAGRAM
LEVEL FOUR



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ADJACENCY DIAGRAM
ROOF

LYNCHBURG POLICE HEADQUARTERS CONCEPTUAL PHASE PPEA PROPOSAL

CONFIDENTIAL AND PROPRIETARY

PAGES 22-26 - REMOVED BY AGREEMENT

PROPOSAL

ENGLISH | Architects Design Group

March 12, 2021

Ms. Stephanie Suter
Procurement Manager
City of Lynchburg Purchasing Division
Third Floor Hall
900 Church Street
Lynchburg, VA 24504

RE: PPEA Conceptual Phase Proposal | Lynchburg Police Headquarters

Dear Ms. Suter:

The English Construction / Architects Design Group Team is pleased to submit this unsolicited proposal under the PPEA guidelines to provide full planning, architectural, engineering, and construction services for a new Police Headquarters for the City of Lynchburg. English Construction is a 109 year old full-service, Lynchburg-based, construction company with an extensive and diverse portfolio including numerous civic and government facilities.

We have put together the most experienced team of consultants to deliver a state-of-the-art Police Headquarters to the City on time and on budget. Our team includes Architects Design Group (ADG), whose sole focus is on designing public safety facilities across the United States. They also completed the previous Spatial Needs Assessment for this project with a local architectural firm. Additionally, our other team members, Southern Air, Inc., Hurt & Proffitt, and DMWPV have vast experience in designing public safety facilities. We will provide the City with a team who can "hit the ground running" to accomplish an expedited timeline for the delivery of services. The project management team is further strengthened by the addition of Mr. Beverly Cameron, former city manager of Fredericksburg, VA, and William Hefty, an attorney and principal with the firm Hefty, Wiley, and Gore, PC. These individuals bring years of experience in the management of PPEA projects in Virginia. Our team offers:

- Thorough Understanding of your Specific Project Needs
- Local Lynchburg-Based General Contractor
- Qualified Local Engineers
- Strong Project Management
- Available Resources to Fast-Track this Project
- Our Team has Experience on 300+ Public Safety Facilities Nation-Wide
- Previous Experience with PPEA Public Safety Projects

The entire English / ADG Team is excited about this opportunity to build on our long relationship with the City of Lynchburg. We believe the combination of our Team's experience within Virginia and with public safety entities throughout the United States makes us uniquely qualified to work with you on this important project. Thank you for reviewing this proposal and we look forward to meeting in person to discuss this opportunity in greater detail.

Sincerely,

Allen M. Hamblen, LEED AP
English Construction / Project Executive
Virginia Contractor Registration No. 270100873 Class A
ahamblen@englishconst.com

Ian Reeves, AIA, ICA, IALEP
Architects Design Group / President
Virginia Architectural Registration No. 0401017800
ianr@adgusa.org

PROPOSER'S CERTIFICATION

Proposer's Certification

Proposer's Name: English Construction Company, Inc.

Proposer's Address

615 Church Street, 2nd Floor

Lynchburg, VA 24504

Proposer's:

Telephone No.: 434-845-0301

Facsimile No.: 434-845-0306

E-mail Address: ahamblen@englishconst.com

Proposer's or Proposer's Contractor's Virginia Class A General Contractor's License Number No. 270100873 Class A

Proposer's or Proposer's Architects and Engineers Virginia Registration Numbers: No. 0401017800

After first being placed under oath, I hereby certify that I have authority to submit this proposal on behalf of the proposer whose name appears above, that I am a principal of the proposer, that the proposer hereby agrees to all of the terms and conditions in The City of Lynchburg, Virginia, Implementation Procedures and Guidelines for the Public-Private Transportation Act of 1995 and the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, that neither the proposer nor any member of its team or their principals is currently suspended or debarred from public contracting by any federal, state or local government entity, that I have taken reasonable steps to ascertain the accuracy of all the information contained in this proposal and this certification, and that the information in this proposal and certification is accurate to the best of my knowledge or information and belief.

Signature

Allen M. Hamblen, LEED AP
Printed/Typed Name

Vice President
Title (Principal of Proposer)

TABLE OF CONTENTS

STRUCTURE

1A. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each entity and major subcontractor in the structure fits into the overall team.

Our proposal represents a teaming agreement between English Construction Company and Architects Design Group, Virginia and Florida corporations, respectively. We propose to deliver a completed project using a Design–Build under the PPEA methodology. PPEA Design-Build is a method of project delivery in which one entity, the design-build team, works under a single contract with the project owner to provide design and construction services. One entity, one contract, one unified flow of work from initial concept through completion, thereby re-integrating the roles of designer and constructor.

Design–Build under the PPEA is an alternative to the traditional design-bid-build project delivery method. Under the latter approach, design and construction services are split into separate entities, separate contracts, separate work. Across the Virginia and the country, Design–Build under the PPEA successfully delivers both horizontal and vertical construction projects with superior results, no matter what the project type. English Construction Company and Architects Design Group both have extensive experience with design-build.

English Construction Company will be the prime contractor in the PPEA Design-Build relationship and Architects Design Group will be a subcontractor. In its capacity as the PPEA Design-Builder, English Construction Company will provide insurance, bonds, and warranties for the project.

The English / ADG Team will utilize a collaborative management approach that includes the City of Lynchburg as an integral part of the team. This approach facilitates design and construction to meet the owner's specific program needs on time, within budget, and with no surprises. All of our previous public-private relationships have been structured to the specific and unique requirements of each client. This process is flexible and will allow opportunities to craft a contract and a relationship that best fits the City of Lynchburg.

Architects Design Group (ADG), under contract with English Construction Company, will be the "Architect-of-Record" for the project and will manage the design process and team.

English Construction Company will be the primary point of contact for the PPEA Design-Build project and will lead the team through the construction phase of the project. English will be responsible for the overall performance and quality of the work. English's experienced staff will work with the design team of ADG so that the completed project meets all design and operational parameters.

EXPERIENCE

1B. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including the length of time in business experience, public sector experience, other engagements of the firm or consortium of firms and experience with projects of comparable size and complexity. Include the identity of any firms that will provide performance guarantees and warranties and a description of such guarantees and warranties.

English Construction Company, Inc. | Qualifications and Experience

English Construction Company, Inc. is a fourth-generation family-owned business that was established in 1909. English has advanced through steady growth, adding new skills, resources, and technologies. As the company has kept pace with changes in the construction industry, areas of expertise have expanded and include a full range of facilities including public safety facilities.

English is a recognized leader in project delivery using Virginia's Public-Private Educational Facilities and Infrastructure Act of 2002 ("PPEA"). English has completed more projects using PPEA than any other contractor in Virginia. Several of our projects noted on the next page are comparable in size and scope to the proposed Lynchburg Police Headquarters. Additional information about these projects is included in Tab 1.d.

English Construction Company, Inc. is a multi-disciplined construction firm licensed in eight states in the Mid-Atlantic and southeast, with primary work in Virginia, North Carolina, and South Carolina. English maintains a staff of over 600 employees forming construction and support teams that, under the leadership of 120 tenured personnel, have supported as many as 40 concurrent projects. English focuses on green building technologies, renewable energy, and environmental protection. The company employs nine key managers who have attained certification as Leadership in Energy and Environmental Design (LEED®) Accredited Professionals. The company 's core values insist that projects are delivered in a manner which emphasizes environmental sustainability, safety, quality, budget, and schedule.

English Construction Company, as design-builder, will provide a master performance guarantee for the project. An example of a performance guarantee used on a similar project can be provided. Equipment warranties are typically provided by equipment suppliers and subcontractors. Our project performance guarantee serves as an umbrella to ensure performance by all project participants.

English Construction has completed the following PPEA projects:

- Fredericksburg Courts Complex
  Fredericksburg, Virginia
- Fredericksburg Police Headquarters
  Fredericksburg, Virginia
- Stafford County Public Safety Center
  Stafford County, Virginia
- Green Ridge Recreation Center
  Roanoke County, Virginia
- Cosby Road High School
  Chesterfield County, Virginia
- Lafayette Upper Elementary School
  Fredericksburg, Virginia
- James Monroe High School
  Fredericksburg, Virginia

Additional notable accomplishments include:

- Over 100 years in business - always family-owned
- Experts in excavation and site preparation
- Completed work in 8 states throughout the Mid-Atlantic and southeast
- Owns one of the largest fleets of equipment in the Mid-Atlantic
- Solid financial standing
- Has maintained the same bonding company and the same workers compensation insurance company for over 60 years

Allen Hamblen, Vice President of English Construction, will serve as the Project Executive and main contact for the design-build team. Mr. Hamblen served as Project Executive for the PPEA projects listed above in Tab 1.b.

Ian Reeves, President of Architects Design Group, will serve as the Architect of Record and Principal In Charge of the project. Mr. Reeves will lead the A/E design team utilizing over 20 years of experience designing award-winning public safety facilities.

Architects Design Group | Qualifications and Experience

Architects Design Group (ADG) was established in 1971 by I.S.K. Reeves, V, FAIA as a full service architectural and planning firm. Since then, ADG has grown to a national firm providing spatial needs analysis, site selection, master planning, and design services for over 300 Governmental agencies across the United States.

ADG is a design-oriented firm blending the science of building technology, problem solving, and the "art" of architecture. We believe in the tenets of authentic, contemporary architecture, and direct our practice to achieve the highest standards of design quality. With each project, we embark on a search for design excellence. Our success reflects the resolution of specific design issues while meeting the functional needs of the program within the established budget.

Over the years, ADG has narrowed its focus from a diversity of project types to a small number of areas of specialization. The primary areas of expertise include providing spatial needs analysis, site selection, master planning, conceptual design, design, and construction administration services for law enforcement and public safety facilities. Our projects reflect our current knowledge of facility programming, design, and our ability to focus collective talents toward innovative applications.

ADG has two separate, but inter-supporting design studios, each directed by a registered architect. The Studio Director whose experience best relates to each project serves as the project architect and client contact. Additionally, each project is overseen by the firm's President, Ian Reeves.

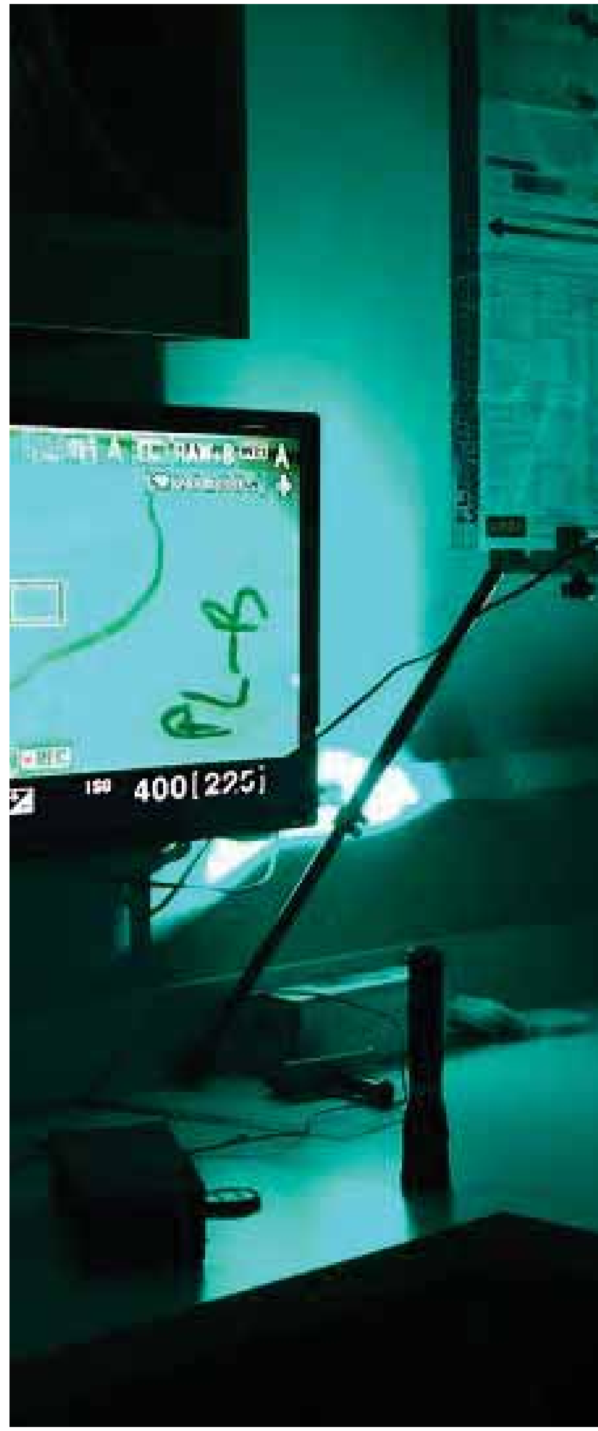
ADG is proud to have earned numerous national, regional, and local awards that reflect our firm's ability to solve complex design challenges, use the most innovative and cost-effective techniques, maximize space functionality, and achieve the highest level of overall quality. The result is an environment that encourages efficiency and productivity.

Over the past 48 years, ADG has received many honors and awards for design excellence including AIA Orlando Firm of the Year and AIA Florida Firm of the Year. Additionally, ADG has won AIA, design, and technology awards for over 75 of our municipal projects including the Johnston, IA Public Safety Facility and Georgetown, TX Public Safety Complex.

ADG is an active member of the following associations: International Association of Chiefs of Police, International Association of Law Enforcement Planners, International CPTED Association, and Association of Public Safety and Communications Officers.

ADG projects include:

- **Lynchburg, VA Police and Courts Spatial Needs Assessment**
- Alpharetta Public Safety Facility
- Alachua County Sheriff's Complex
- Altamonte Springs Public Safety Complex
- Auburndale Police Facility
- Aurora Police and Fire Department Joint Training Facility
- Bal Harbour Police Facility
- Baytown Police Headquarters
- Belton Public Safety Facility Renovation
- Boca Raton Police Services Facilities
- Boca Raton Public Safety Information Management Center
- Boynton Beach Police Facility
- Bradford County Public Safety Facility
- Brentwood Police Headquarters Preliminary Spatial Needs Assessment
- Brunswick Police Department
- Cape Canaveral Police and Municipal Facilities
- Cape Coral Police Headquarters
- Cedar Falls Public Safety Facility
- Cedar Park Police Headquarters Renovation
- Clermont Police Department Headquarters
- Cobb County Police Headquarters
- Cobb County Training Facility
- Cocoa Beach Public Safety Complex
- Cookeville Police Headquarters
- Corinth Public Safety Facility
- Covington Police and Courts Facility
- Daytona Beach Shores Public Safety Complex
- DeSoto Police Training Facility
- Elmira Police Facility
- Eastern Florida State College Public Safety Training Center
- Frankfort Public Safety Facility



- Ft. Lauderdale Police Facility
- Gainesville Police Facility Renovation
- Gainesville Police Department Training Facility
- Georgetown Public Safety Operations and Training Complex
- Granbury Police Headquarters
- Grand Prairie / Irving Public Safety Training Facility
- Greene County Public Safety Coordination Center
- Gulfport Public Safety Facility
- Highlands County Sheriff's Law Enforcement
- Highlands County Sheriff Detention Center Reconfiguration
- Hillsborough Public Safety Operations Facility
- Indian River County Sheriff's Office
- Johnston Public Safety Complex
- Kissimmee Police Training Facility
- Largo EOC and Police Training Facility
- Lebanon Police Department
- Linn County Sheriff's Office
- Lowell Police Headquarters
- Manchester Police Department Headquarters
- Mansfield Police Headquarters
- Martin County Public Safety Facility
- Miami Fire Department USAR Facility Master Plan
- Minneola Police and Fire Facilities
- MNCPPC National Division Headquarters
- Mount Dora Public Safety Facility Renovation
- Niceville Police Headquarters
- Northglenn Police and City Hall Complex
- Ocoee Police Facility
- Orange County Sheriff Sector II
- Orlando Police Department Headquarters
- Orlando Police Department Firing Range and Training Facility
- Owensboro Police Facility
- Palmetto Police Headquarters

- Pembroke Pines Police Headquarters
- Pinellas Park Police Facility
- Plantation Firing Range
- Polk County Sheriff District Command Center
- Port St. Lucie Police and EOC
- Port Fourchon Public Safety Center
- Provincetown Public Safety Facility
- Riviera Beach Police Facility
- River Vale Police Department
- Rochester Police Department
- Rockledge Police Department
- Sanford Public Safety Complex
- Sarasota Police Facility
- Sarasota County Public Safety Center
- Silverton Police Department
- Springfield Police Headquarters
- Spring Hill Police Headquarters
- St. Charles County Evidence Facility
- Sunrise Public Safety and Training Complex
- Tallahassee Police Headquarters
- Waukee Public Safety Facility
- Wells Public Safety Facility
- Wildwood Police Department
- Williamson County Public Safety Facility
- Winter Haven Police Facility
- Winter Park Public Safety and Training Facility
- Winter Springs Police and EOC Facility
- Wylie Public Safety Facility

TLC Engineering | Security & Technology

TLC Engineering for Architecture, Inc. provides exceptional high-performance engineering design, consulting and energy services. Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, TLC is an industry leader with expertise on a wide array of building types. Among the firm's accolades, TLC was selected by ENR SE as the 2016 Design Firm of Year. TLC's combination of extensive experience and expertise is applied to engineer high-performance, complex projects around the world.

Technology – Using the latest software and tools, TLC's RCDD-credentialed staff produces cutting-edge designs that support unique project requirements. Rapidly evolving technology demands that designs are crafted for flexibility, growth and change. Specialized applications include integrated security, audio/visual presentation, voice/video/data distribution, public address/sound, acoustical analysis, intercom, closed circuit television, broadband distribution and video telepresence.

Public Safety and Court Facilities – TLC has provided design services for over 50 Public Safety facilities and more than 70 Courthouses throughout the United States. Our professionals are adept at designing electronic systems to meet a wide variety of requirements. Using the latest computer-aided design and testing tools we produce cutting-edge designs that support each client's unique operations. Every design is crafted to allow flexibility for growth and change. Specialized systems for 911 Communications Centers and Emergency Operations Centers (EOC) include integrated CCTV and security access control; CAT6 or 6A with Multimode and Single Mode fiber optics voice/video/data distribution; public address system; intercom; CATV coax broadband distribution and audio/visual presentation systems. The facilities are provided with redundant telecommunications services for an increase in survivability; this includes both telecommunications connectivity and cable TV from separate points of presence or different providers. As a support function, the facility does generally have the need for a dedicated communications tower adjacent to the facility for Multiple RF radio systems.

TLC projects include (all performed with ADG):

- Lynchburg Police and Courts Spatial Needs Assessment
- Cookeville Police Headquarters
- Spring Hill Police Headquarters
- Dover Police Department
- Cobb County Police Headquarters
- Clermont Police Headquarters
- Orlando Police Department
- Headquarters
- Sunrise Public Safety Complex
- Georgetown Public Safety Complex
- Sanford Public Safety Facility
- Cedar Park Police Headquarters
- Alpharetta Public Safety Facility
- St. Charles Police Evidence Facility
- Miramar Public Safety Facility
- Springfield Police Headquarters
- Boynton Beach Police Station
- Pembroke Pines Police Facility
- Highlands County Sheriff's Office
- Boca Raton Public Safety Facilities
- Baytown Police Headquarters

Hurt & Proffitt | Civil, Survey, Environmental, and Landscape

Hurt & Proffitt (H&P), established in 1973, is a full service employee-owned engineering and surveying firm providing a comprehensive array of services. Their integrity, attention to detail, vast experience, and commitment to professional standards have helped make us one of the largest engineering and surveying firms in Central Virginia, with offices in Lynchburg, Blacksburg, Roanoke, and Wytheville, VA. Hurt & Proffitt's professional engineers and surveyors are licensed in Virginia, North Carolina, Maryland, West Virginia, and Kentucky.

Their firm maintains a versatile, highly-qualified staff of 132 employees, working in six in-house departments. H&P's employees take great pride in more than 45 years of service in providing civil engineering, surveying, land development, geotechnical engineering, environmental services, and construction testing & inspection. Their experienced engineers, planners, surveyors, and support staff ensure excellent quality while delivering project-specific solutions to our clients.

SWaM Certified – Small Business
H&P is a SWaM certified small business - #9824S, with the Commonwealth of Virginia Department of Minority Business Enterprise and a Federal Small Business through the U.S. Small Business Administration (SBA).

Client Satisfaction
Their ability to respond quickly and cost-effectively, connecting across markets and disciplines, gives them an unparalleled ability to innovate. They thrive on collaborating with clients, communities, and colleagues to create quality work every time. Their high standards, expertise, and work ethic have led to successful partnerships with our clients, municipalities, and regulatory agencies.

H&P projects include:

- Lynchburg Juvenile & Domestic Courthouse
- U.S. Federal Courthouses / Post Office (with English)
- Roanoke County Public Safety Building (with English)
- Fort T. Humphrey Public Safety Building (with English)
- Lynchburg Airport Fire and Rescue Facility

Southern Air, Inc. | MEP Engineering

Founded in 1946, Southern Air has grown from a residential heating company with 15 employees to a full-service design/build contractor employing over 750 team members. As one of the southeast's leading mechanical and electrical contractors, Southern Air specializes in the design, installation, and service of HVAC, electrical, plumbing, and piping.

Southern Air has been responsible for some of the most innovative mechanical and electrical building designs in Virginia in recent years. With LEED Platinum, Gold, and Certified projects in our portfolio, they are a leader within the industry for efficient building engineering design.

Southern Air uses 3D modeling to facilitate prefab and support installation of their work. This technology enables the team to model, coordinate, estimate, plan, and then virtually build at every step in the construction delivery process. This begins before a shovel in the ground. After groundbreaking, virtual design and construction technology will enable the team to navigate through spaces, identify and resolve clashes, and determine available space for any new systems that are required. This process supports greater collaboration and project transparency plus saves time and money on your project.

Southern Air, Inc. projects include:

- Staunton River Administration Bldg
- Amherst County Sheriff's Office
- Roanoke Emergency Communication Center
- Roanoke Sheriff's Office
- Fort T. Humphrey Public Safety Building (with English)
- Fredericksburg Police Department
- Fredericksburg Court Complex
- Northumberland High School (with English)
- Western State Hospital
- Fredericksburg Public Safety (with English)
- Amherst County Schools
- Meherrin River Jail (with English)
- Mecklenburg Jail (with English)
- Fredericksburg Courthouse (with English)
- Mt. Weather EOC
- Bedford County EMS
- Blue Ridge Jail Upfit
- Amherst Jail
- SW Va Regional Jail
- Montgomery County Public Safety Bldg
- Mt. Weather Bldg 900
- Jefferson Forest High School
- Staunton River High School

DMWPV | Structural Engineering

Dunbar Milby Williams Pittman & Vaughan, PLLC (DMWPV) was founded in 1966. The firm has 29 employees, including 19 Registered Professional Engineers and five graduate engineers (EIT's), with two full service offices in Virginia: Richmond and Charlottesville. This makes us one of the largest firms in central Virginia dedicated solely to structural engineering.

DMWPV provides structural engineering services for an average of $45,000,000 of construction each month. Structures have included wood, steel, cast-in-place and precast concrete, and reinforced masonry. Foundation types include steel, concrete and wood piles, caissons, floating mats, and standard spread footings.

DMWPV projects include:

- Virginia State Police Combined Headquarters and New Emergency Operations Center
- James City County Fire Station No. 4
- Chesterfield County Emergency Communications Center
- Children's Hospital of Richmond Pavilion at VCU
- Cosby High School (with English)
- Northumberland Middle and High School (with English)
- Dinwiddie County Courthouse
- Ettrick-Matoaca Rescue Squad Facility
- Buckingham County Administration Building
- Chesterfield Utilities Building
- King George Administration Building
- Colonial Heights Courthouse

CONTACT

1C. Provide the names, addresses, email addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

ALLEN HAMBLEN, LEED AP
Vice President / Project Executive

English Construction Company
615 Church Street
Lynchburg, VA 24504
434 . 455 . 3142

ahamblen@englishconst.com

IAN REEVES, AIA
President / Architect of Record

Architects Design Group
333 North Knowles Avenue
Winter Park, FL 32789
407 . 647 . 1706

marketing@adgusa.org

REFERENCES

1D. Provide the address, telephone number, and the name of a specific contact person for an entity, or entities, for which the firm or consortium of firms, or primary members of the consortium, have completed a similar project or projects. These references should include: Name and address of project owner / sponsor, name, telephone number, fax number, and email address of the owner's project manager, a summary of the project including budget and final cost, and project schedule (proposed and actual).

English Construction Company

Roanoke County Public Safety Center

Owner

Roanoke County, VA

Contact

Dan O'Donnell
County Administrator
administration@roanokecountyva.gov
540 . 772 . 2004

Address

P.O. Box 29800
Roanoke, VA 24018

English Construction, as a General Contractor, completed this new three-story, 80,000 SF modern office building. This facility houses the County's Public Safety Services featuring the latest technology in 911 communications among the various local, state, and national agencies. This project was procured under the new PPEA legislation. We worked with the same team members that were involved with the Stafford County Public Safety Building.

Project Budget

$10,896,881

Final Cost

$10,961,804

Project Schedule

Proposed: NTP March 2005 to completion December 2006

Actual: Start date July 2005 to completed December 2006

English Construction Company

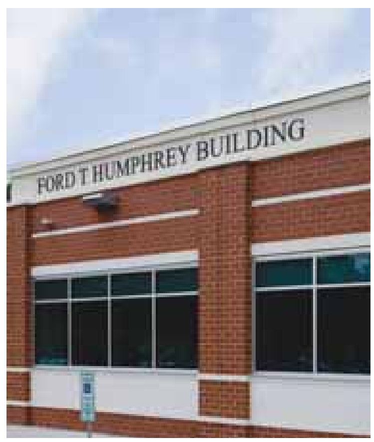
Ford T. Humphrey Public Safety Building

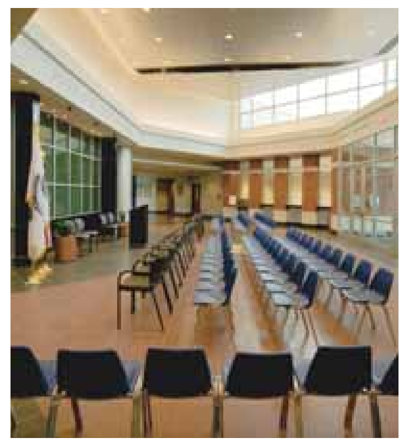
Owner
Stafford County, VA

Contact
Kathleen Fox
Construction Project Manager
kfox@staffordcountyva.gov
540 . 658 . 7300

Address
1300 Courthouse Road
Stafford, VA 22554

English Construction completed this 114,000 SF, two-story public safety building as a PPEA project and included an extensive amount of site work. This facility houses all county public safety agencies and includes high tech communications equipment for all of the required dispatch services. This project was also procured under the new PPEA legislation and many of our proposed team members were involved with the Roanoke County PPEA Public Safety Building project.





Project Budget
$14,822,738

Final Cost
$14,822,738

Project Schedule
Proposed: NTP June 2006 to completion January 2008

Actual: Start date July 2006 to completed January 2008

English Construction Company

Fredericksburg Police Headquarters

Owner
City of Fredericksburg

Contact
Bill Downey
Construction Manager
billd@downeyscott.com
540 . 347 . 5001

Address
6799 Kennedy Road Unit F
Warrenton, VA 20817

English Construction, as a General Contractor, completed the new Fredericksburg Police Headquarters, which houses police administration, patrol services, investigations, and forensics operations as well as the City's E-911 communication center in a 34,000 SF, one-story structure. Locker rooms and a fitness facility are included.

The building features a large multipurpose room for use by the Police Department for training programs and for use by community groups. The multipurpose room can be accessed by the public without compromising the security of the rest of the facility. Storage is provided for various equipment and logistical support needs, including secure evidence storage. Public and police vehicle parking are well separated, with a fenced police vehicle lot to optimize security.

Project Budget
$10,232,616

Final Cost
$10,232,616

Project Schedule
Proposed: NTP October 2005 to completion July 2007

Actual: Start date February 2006 to completed July 2007

English Construction Company

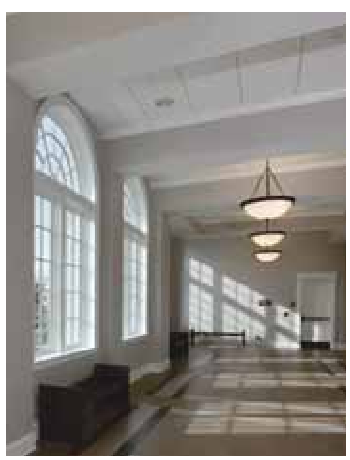
Fredericksburg Courthouse and Juvenile & Domestic Court

Owner
City of Fredericksburg

Contact
Bill Downey
Construction Manager
billd@downeyscott.com
540 . 347 . 5001

Address
6799 Kennedy Road Unit F
Warrenton, VA 20817

English Construction served as the General Contractor for the new courthouse. This project was implemented in phases to comprehensively address the city's court facility needs. First, a temporary juvenile and domestic relations (J&DR) court facility was constructed in an existing building. A new four-level courthouse with four courtrooms was subsequently constructed on the site of the former J&DR court building, which was demolished. The former general district court building was then renovated to accommodate the J&DR court. The new 78,500 SF courthouse contains the circuit and general district court and their clerks, as well as secure, enclosed parking in the basement level. The building's signature cupola is open to the third floor lobby below. Occupying a prominent downtown site, the new courthouse is contextually appropriate for Fredericksburg's Historic District and draws from elements of historic architectural styles.



Project Budget
$31,865,831

Final Cost
$31,481,371

Project Schedule
Proposed: NTP February 2012 to September 2015

Actual: Start date February 2012 to completed September 2015

English Construction Company

United States Federal Courthouse and Post Office

Owner
Keating Building Corporation

Contact
Daniel Keating
Chief Executive Officer
610 . 660 . 6060

Address
1600 Arch Street
Philadelphia, PA 19103

English Construction completed this new Federal Courthouse and Branch Post Office consisting of a new five-story court and office building, complete renovation of an existing three-story building for additional courtroom and offices and a one-story post office. Working on behalf of the U.S. Postal Service and the General Services Administration, Keating Development Company developed a plan to consolidate the courts, post office, and other federal agencies into a new state-of-the-art complex. The project includes the complete renovation of a three-story schoolhouse, new construction of a five-story courthouse building and a free-standing, one-story

post office. The schoolhouse renovation includes exterior masonry, wood cornice repair, a new roof, and replacement windows. The Courthouse is comprised of a District Courtroom, Bankruptcy Courtroom, and Magistrate Courtroom that can also be used for bankruptcy jury trials and Grand Jury proceedings. Site improvements include five vehicle parking areas, retaining walls, pedestrian paths, and streetscaping. The new complex provides dignified spaces and efficient operations for the Courts, Federal Agencies, the U.S. Postal Service, and the public and serves as the springboard to encourage further redevelopment of downtown Lynchburg.

Project Budget
$15,850,000

Final Cost
$15,767,585

Project Schedule
Proposed: NTP September 2003 to completion February 2005
Actual: Start date September 2003 to completed February 2005

English Construction Company

City of Lynchburg Utility and Streetscape Improvements

Owner
City of Lynchburg

Contact
James Talian, PE
Chief Engineer
james.talian@lynchburgva.gov
434 . 455 . 3953

Address
900 Church Street
Lynchburg, VA 24504

English Construction was the General Contractor for proposed improvements for the downtown area included replacing aging utilities, updating streetscape features such as sidewalks, crosswalks and signals, and creating an overall pedestrian and business-friendly space for a sustainable downtown. The primary purpose of this project is to replace all water lines in downtown Lynchburg. As that caused significant disruption, additional utility and streetscape work was done at the same time to reduce inconvenience. The project was constructed in multiple phases over the course of several years. The full project consists of the replacement of water

lines, as well as the reconstruction of streets and sidewalks for approximately 50 street segments, one block in length, in the downtown area of Lynchburg between Commerce and Court Streets and from 5th to 13th Streets. Major considerations included on street parking with attention to safety and loading/unloading. While this project will beautify over 50 blocks of downtown Lynchburg, more importantly, this is a utility replacement project. Aging waterlines were replaced throughout the project area, some dating back to the mid-1800’s.

Project Budget
$8,500,000

Final Cost
$7,500,000

Project Schedule
Proposed: NTP May 2016 to completion September 2017

Actual: Start date May 2016 to completed October 2017

English Construction Company

Meherrin River Regional Jail

Owner
Meherrin River Regional Jail Authority

Contact
Sherriff Brian Roberts
broberts@brunswickco.org
434 . 848 . 3133

Address
9000 Boydton Plank Road
Alberta, VA 23821

Development, design, and construction of a new jail facility consisting of approximately 160,000 SF providing for general population of 400 beds with core facilities for 600 inmates located in Brunswick County, VA. The site is at the intersection of two roads to have access to the jail from two separate points with main access for the public, staff and intake functions to come from Route 1 and the secondary road, Route 634 would be to access deliveries to the loading area. The building construction will incorporate a pre-engineered metal building exterior white the interior secure perimeter will be composed of 8" secure CMU, steel cells and security ceilings. All work outside the secure perimeter will be normal construction. The facility will be fully sprinkled and conditioned. Other features include a drive through sally port, work release, video visitation, magistrate's office and administration space. Targeting LEED Certification.

Project Budget
$44,484,924

Final Cost
$40,064,628

Project Schedule
Proposed: Start date May 2010 to June 2012

Actual: Start date May 2010 to completed June 2012

English Construction Company

Patrick County Regional Jail

Owner
Patrick County Board of Supervisors

Contact
Sherriff Dan Smith
dmsmith@sherrif.co.patrick.va.us
276 . 694 . 6094

Address
742 Commerce Street
Stuart, VA 24171

Development, design and construction of a new jail facility of approximately 24,000 SF providing for general population of 60 beds with indirect supervision and provisions for double bunking to achieve a capacity of 120 beds, with provision for expanded kitchen and laundry of 1.454 SF, to be located at the Site, described as: A 12-acre site located within the Town limits of Stuart, Virginia. The Site is accessed from Commerce Street and is situated between the street and the Mayo River.

Project Budget
$9,960,000

Final Cost
$9,960,000

Project Schedule
Proposed: August 2009 to December 2010

Actual: August 2009 to completed December 2010

English Construction Company

New River Valley Regional Jail

Owner
New River Valley Regional Jail Authority

Contact
Gerald McPeak
Superintendent
mcpeak@nrvrj.org
540 . 643 . 2001

Address
108 Baker Road
Dublin, VA 24084

English, in a joint venture effort with Balfour Beatty, provided CM@Risk services for the expansion and renovations to the existing regional jail facility. Originally designed by Thompson & Litton, the new construction consisted of approximately 148,053sf of space with renovations to 12,351sf of existing spaces that accommodate 712 inmates. The renovations to the existing facility entailed a complete interior demolition to the existing food service facility and required an on-site temporary kitchen facility. Security electronic system upgrades were made to head-end equipment in the existing facility.

The expansion consisted primarily of new housing units for the ever-growing incarcerated population. A new approach to both housing unit design (the mid-rise tower) and building maintenance was developed to reduce total building square footage for this site's constrained challenges. This resulted in minimizing the introduction of contraband, and interaction among inmates and maintenance staff.

Project Budget
$55,200,000

Final Cost
$55,200,000

Project Schedule
Proposed: March 2008 to February 2010

Actual: March 2008 to completed February 2010

English Construction Company

Mecklenburg Regional Jail

Owner

Meherrin River Regional Jail Authority

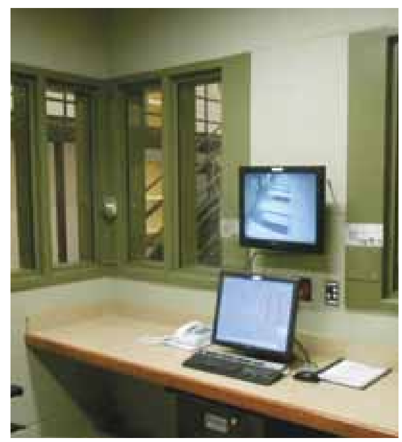
Contact

Sherriff Brian Roberts
broberts@brunswickso.org
434 . 848 . 3133

Address

120 Hicks Street
Lawrenceville, VA 23868

English was the GMP general contractor for the Mecklenburg Regional Facility is a 39,000 SF, 80 bed jail located in Boydton, VA. It serves as a satellite jail to the main facility in Alberta, VA. It uses pre-manufactured steel building for a shell with masonry veneer on the front face of the building. The cells are manufactured steel cells that will be double stacked in the housing area. The facility hosts an administration area, medical area, kitchen, warehouse, and shop along with the housing area for inmates.



Project Budget

$ 11,995,326

Final Cost

$11,340,376

Project Schedule

Proposed: August 2011 to completed December 2012

Actual: August 2011 to completed December 2012

Architects Design Group

Lynchburg Police Department Spatial Needs Study

Owner
City of Lynchburg

Contact
Ryan Zuidema
Chief of Police
ryan.zuidema@lynchburgva.gov
434 . 455 . 6051

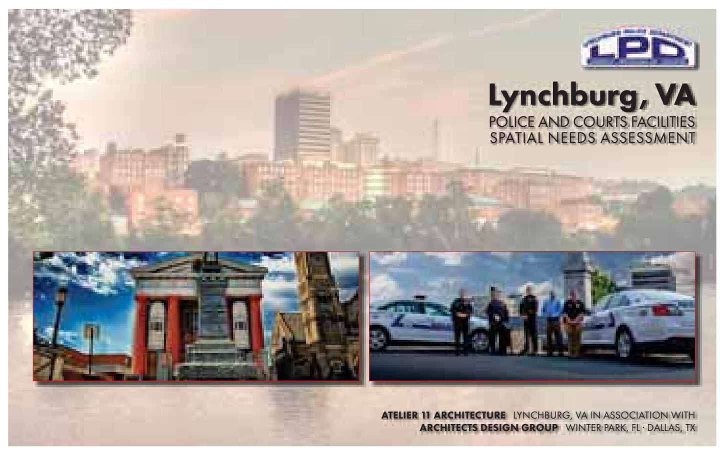
Address
905 Court Street
Lynchburg, VA 24504

Project Budget
$40,000,000

Final Cost
TBD

Project Schedule
TBD

ADG, in association with a local architectural firm, completed a detailed spatial needs assessment for the Police Department and Courts Facilities. This study is the basis for the proposed PPEA project which will consolidate the entire police department back into one facility. A detailed description on this project can be found in our team's Confidential and Proprietary submittal.



Architects Design Group

Georgetown Public Safety Facility

Owner
City of Georgetown

Contact
Wayne Nero
Chief of Police
wayne.nero@georgetown.org
512 . 930 . 8450

Address
3500 D B Wood Road
Georgetown, TX 78628

Architects Design Group, in association with a local architectural firm, was selected for the programming update, master planning, and design of the new 76,831 SF Public Safety Operations and Training Complex, which houses over 125 PD staff. An additional 16,697 SF Tactical Training Facility, including a flexible training area with reconfigurable walls for use with simulations or other training exercises, was also designed within the new public safety complex. The new complex was designed to meet current and future needs through Year 2030. Designed to withstand estimated F3 tornado forces, the facility is able to maintain continuity of operations and accommodate

> I have had the distinct privilege of working very closely with the staff of Architects Design Group (ADG)...Ian and his staff have become more than our architectural firm; they have become part of our family. They have listened to every concern, met every challenge, looked out for our best interests, provided the most value within our budget, and have been keenly attentive to our needs and preferences.
>
> - Wayne Nero, Chief of Police

Project Budget
$29,000,000

Final Cost
$22,677,306

Project Schedule
Design: April 2012 to April 2013

Construction: NTP April 2012 to February 2015 state-of-the-art technologies throughout the foreseeable future. In addition to administration offices and training classrooms, the new facility houses several specialized areas including a communications center, evidence processing and storage, simunitions building, criminal investigation and interview areas, hybrid indoor/outdoor firing range, and low speed EVOC track. A 125 foot high communications tower is included with an on-site central energy plant. All facilities can be self-sustaining for up to 24 hours.

The complex includes a chemical processing lab, crime scene investigations lab, an evidence processing lab, and two vehicle evidence processing bays. The labs utilize stainless steel counters, chemical resistant cabinets, epoxy flooring, fume hoods, emergency eye wash, and various counter mounted materials analysis equipment. The bulk evidence storage is located directly adjacent to the evidence processing lab on the building's lower level. It utilizes high-density storage units, providing three times the storage capacity of conventional storage units, with three industrial size refrigeration units and additional rooms for storage of weapons, cash, and narcotics evidence.

Architects Design Group

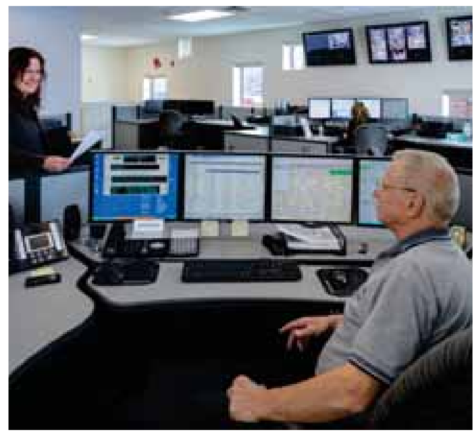
Manchester Police Headquarters

Owner
City of Manchester

Contact
Fred Roach
Retired Captain
Fred-r@comcast.net
603 . 315 . 3393

Address
405 Valley Street
Manchester, NH 03103

The City of Manchester was in the process of launching a large-scale Public Works Complex project when it became apparent that the property could also accommodate room for a new planned Police Headquarters Facility to house the Police Department's 230 sworn officers. ADG teamed with the Architect under contract with the City for the Public Works Complex. ADG developed a detailed spatial needs assessment, updated the existing master plan for the entire complex to reflect the specialized needs of the Police Department, and developed the interior operational adjacencies for the new facility.



"Despite the pressures of space and budget, your team rose to the challenge of providing us with a first class, professional police department that we can utilize for years to come.

- David Mara, Retired Chief of Police"

Project Budget
$15,700,000

Final Cost
$15,700,000

Project Schedule
Design: June 2010 to January 2011

Construction: April 2011 to December 2012

Working directly with the Manchester PD staff, ADG developed detailed design documents of all interior layouts, specialized equipment coordination, security systems design and specification, and development of the critical infrastructure redundancies to support the facility. Departments housed in the new facility include property and evidence, records, investigations division, communications, detectives unit and a street crimes unit. This facility also includes a state of the art evidence storage and processing lab. Inclusive in the design is an eight lane indoor firing range as a major component of the Training Unit. ADG's expertise in Law Enforcement planning and design has ensured that the new facility is designed to stand up to the most rigorous inspections in the pursuit of CALEA Accreditation.

Architects Design Group

Orlando Police Headquarters

Owner
City of Orlando

Contact
Claudio Rosado
Support Services Division Manager
claudio.rosado@cityoforlando.net
407 . 246 . 2656

Address
1250 W South Street
Orlando, FL 32805

Architects Design Group, as the prime design consultant for a Design-Build Team, was selected to update the design build criteria package and complete full design services for the new Orlando Police Department Headquarters. This effort included analyzing what development could be realized within the fixed construction budget. It became readily apparent that the needs of the department far exceeded the City's development budget. Working together, the design team and general contractor prepared four development options to address the program requirements, which allows for 450 sworn officers to operate out of the new headquarters.

"They have addressed our needs, acted efficiently to design changes, and have been positive throughout the process working with an extremely tight budget. In my experience, ADG is one of the best in the industry... I would not hesitate to work with ADG on future projects, and I would highly recommend them to other organizations without reservation."

- John Mina, Chief of Police

Project Budget
$32,000,000

Final Cost
$23,532,755

Project Schedule
Design: June 2014 to February 2015

Construction: April 2015 to February 2017

Of the four options, only one would conceptually allow the project to be developed within the fixed construction budget while meeting all program needs. This option, in addition to the construction of a new headquarters facility, included the adaptive re-use of an off-site warehouse for property and evidence, crime scene, and a portion of the training unit program requirements. The City project management team, OPD Chief Mina, and his key staff members all endorsed this solution.

The 100,000 SF Orlando Police Department Headquarters serves as a major catalyst for thoughtful urban growth while integrating itself into the sensitive context of a historic neighborhood, the Parramore District. This area is rapidly becoming a vital component to the downtown urban fabric with three major athletic venues in proximity to the site. The entrance plaza is located at the most prominent corner of the Headquarters site and welcomes public visitors through the north public entrance atrium.

The building features a community meeting room for up to 320 people, a 4,500 SF gymnasium, and over 35,000 SF of office space for every bureau within the Police Department. Openness and transparency is maintained at the interior of the headquarters, contributing to daylighting within the interior work spaces. The meeting room is a multi-purpose space with an adjacent warming kitchen and chair storage space offering the flexibility to accommodate a full range of uses from graduation banquets for the Police Academy and other community meetings.

Architects Design Group

Orlando Police Crime Lab & Evidence Facility

Owner
City of Orlando

Contact
Claudio Rosado
Support Services Division Manager
claudio.rosado@cityoforlando.net
407 . 246 . 2656

Address
1250 W South Street
Orlando, FL 32805

As part of a Design-Build team, ADG was selected to provide programming, master planning, design, and construction administration of a new Crime Scene and Evidence Facility for the Orlando Police Department. The project consists of the adaptive reuse of an existing 82,000 SF warehouse to accommodate evidence operations. The evidence facility includes the property and evidence unit, storage, crime scene investigations and processing labs, training rooms, high density storage, bulk receptor storage, drop lockers, vehicle processing, narcotics, and weapons storage.

"We worked with ADG in a design / build relationship and found them to be attentive to the project budget and schedule throughout the project. When issues arose they were quick to work with us to get them resolved. We look forward to an opportunity to work with them again.

- Robert High, HJ High Construction"

Project Budget
$10,752,750

Final Cost
$10,752,750

Project Schedule
Design: December 2015 to April 2017

Construction: July 2017 to September 2017

This project provides the department with 55,000 SF of evidence space, with an additional 27,000 SF of shell space to be built out for future growth. Critical infrastructure components are tied into the existing emergency operations center systems to provide redundancies for continuity of operations.

Architects Design Group

Orlando Police Firearms Training Facility

Owner
City of Orlando

Contact
Claudio Rosado
Support Services Division Manager
claudio.rosado@cityoforlando.net
407 . 246 . 2656

Address
1250 W South Street
Orlando, FL 32805

ADG served as the Specialized Facility Design Architect for the indoor OPD Firearms Training Facility. The building consists of approximately 67,000 SF and includes a 20 lane tactical target range and a 20 lane qualification range, both climate controlled and measuring 50 yards. There is also a ventilated 15 lane, 100 yard rifle range. The support spaces in the facility include three large classrooms, lockers / restrooms, storage and administrative offices.

In order to replicate "real life" training scenarios, the facility was designed with the ability to

> With each project, we have had terrific coordination, great responsiveness, and have had no change orders or surprises. The end result has been a very satisfied customer each and every time. We are able to move forward with confidence when working with ADG and would recommend them to anyone doing a range project of any kind. Having worked with many firms, we would rank ADG as the "best."
>
> - Robb Anderson, Action Target Systems

Project Budget
$15,000,000

Final Cost
$14,780,000

Project Schedule
Design: December 2007 to November 2008

Construction: December 2008 to August 2009 create flexible barriers, walls, and covers with insertable panels, allowing the Orlando Police Department to train on aspects of traffic stops, multiple adversaries, working on scanning and avoiding tunnel vision, decision-making targets (good guy / bad guy and shoot / no shoot), and hostage drills.

The facility can also recreate a variety of low light conditions, duplicating "real life" gun fight situations. While the national average for hits in a gun fight 7 yards and closer is about 20%, OPD's average for hits is nearly 80%.

The building's site configuration took into account the need to accommodate a separate future "shoot house," a future outdoor live fire range, and a 360 degree ballistically safe training facility. This state of the art facility has gained worldwide recognition for its various training components and has become the model that is being replicated on an international basis.

Architects Design Group

Sunrise Public Safety Complex

Owner
City of Sunrise

Contact
John Brook
Retired Chief
johnebrooks@att.net
954 . 931 . 7117

Address
10440 W Oakland Park Boulevard
Sunrise, FL 33351

ADG was selected by the City of Sunrise for the design of the new Public Safety and Training Complex. The contracted scope of services included the development of a detailed spatial needs assessment, master planning, cost estimating, design, and construction administration. The 109,412 SF Public Safety Complex houses the entire operations of the Sunrise Police Department's 300+ employees, the joint County / City 911 communications center (PSAP), fire rescue administration and training, municipal EOC, city-wide MIS data center, and an eight lane indoor firing range.

"ADG's commitment to professionalism and quality customer service was showcased during the inception of the Sunrise Public Safety Complex project... Their creative experience and talent provided a vision that would eventually become a first-class home for over 300 deserving employees...ADG's resourcefulness and ingenuity were the driving forces of what stands here today.

- John Brooks, Chief of Police"

Project Budget
$32,000,000

Final Cost
$31,930,000

Project Schedule
Design: June 2008 to June 2009

Construction: September 2009 to February 2011

Police divisions within the complex include administration, internal affairs, records, detectives division, crime scene unit, crime analysis unit, property and evidence, victim advocacy program, patrol, SWAT, and crisis negotiation unit. The facility includes an evidence processing lab, located on the 2nd floor across from the evidence drop and storage area. The lab includes stainless steel counters, chemical resistant cabinets, epoxy flooring, a fume hood, emergency eye wash, and various analysis equipment.

The project site is located on the City's Municipal Complex. The existing buildings on-site provide a context for the design that are referenced through colors, materials, and complimentary details, creating a unified sense of identity within the complex. During the project planning phase, ADG examined vehicle and pedestrian access, utility network, and overall site infrastructure connections with modification recommendations to benefit current Municipal Complex functionality and enhance future improvements.

Architects Design Group

Sarasota Police Headquarters

Owner
City of Sarasota

Contact
Barb Ross
Assistant to Chief
barbara.ross@sarasotafl.gov
941 . 954 . 7012

Address
2099 Adams Lane
Sarasota, FL 34237

ADG was selected to provide a detailed spatial needs assessment, site analysis of multiple sites, master plan, full design documents, construction administration, and voter referendum assistance for the new six-story Sarasota Police Headquarters, which houses the department's 250 employees. The project was completed on time and under the approved budget.

The new 102,000 SF facility includes spaces for professional standards, support services, internal affairs, criminal investigations, property and evidence, and records. The building also includes 21,790 SF for crime scene investigations, 9,275 SF for forensics

> We would highly recommend the design services of Architects Design Group... ADG's experienced and cooperative approach focused on guaranteeing project success for all participants in the process was a unique, refreshing, and welcome asset to the City.
>
> - Jim Lalumiere, Owner's Representative

Project Budget
$36,000,000

Final Cost
$34,050,560

Project Schedule
Design: August 2007 to October 2008

Construction: January 2009 to January 2011 and evidence storage, and 2,860 SF for vehicle processing.

While design was underway, a proposed joint parking structure with the county fell through. This led to the challenge of designing a 200+ space parking structure within an already constrained site. The design revisions were accomplished in under 6 months and the building grew to 196,000 SF. A number of specialized areas are designed into the secured garage including a SWAT tactical ready room, SWAT vehicle storage, vehicle evidence processing

bays, and the central energy plant, which includes the HVAC chillers and emergency generator/fuel tank.

The entire facility is designed to withstand Category 5 hurricane force winds, and with the critical infrastructure redundancies that are in place, this headquarters is assured to maintain operations during or after a significant event. This LEED Certified facility fronts a beautiful 40 acre passive recreation park, creating a large scale "backdrop" to the park.

Architects Design Group

Cape Coral Police Headquarters

Owner
City of Cape Coral

Contact
Jay Murphy
Retired Police Chief
jmurph@comcast.net
239 . 229 . 0911

Address
1100 Cultural Park Boulevard
Cape Coral, FL 33990

The City selected ADG to provide programming, master planning, design, and construction administration services. The new 100,755 SF headquarters provides the Police Department with state of the art facilities for their 345 employees and includes areas for administration, patrol, investigative services, professional standards, communications, property and evidence, holding and processing labs, as well as a multitude of training facilities outfitted with the necessary technology to be easily converted to the City's Emergency Operations Center. The facility includes 3,200 SF for crime scene investigations, 11,425 SF for forensics and evidence storage, and 1,600 SF for vehicle processing.

"The ADG design team, led by Ian Reeves, has guided our staff throughout the process... ADG's expertise in public safety facilities and its intimate knowledge of law enforcement accreditation standards ensures that even the smallest details are included."

- Jay Murphy, Retired Chief of Police

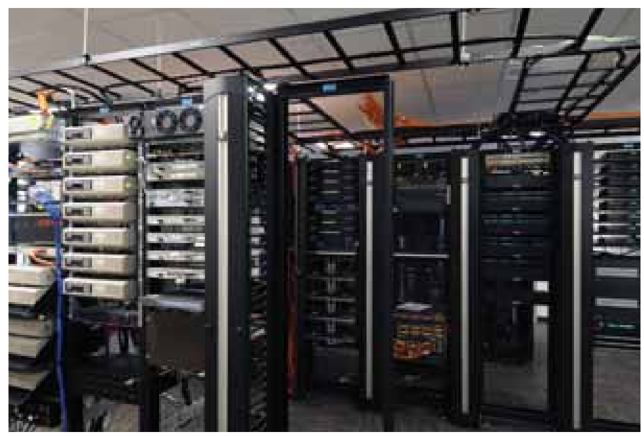
Project Budget
$23,000,000

Final Cost
$21,657,302

Project Schedule
Design: July 2008 to October 2008

Construction: September 2008 to June 2009

Due to very unusual political influences, the design and construction had to be completed in less than one year. To accomplish this feat, ADG delivered this project through a fast track schedule utilizing a hybrid design and construction process. Within two and a half months the City issued a permit for all site work and the structural envelope. The Team had completed 100% of the site engineering, 90% of the structural engineering, and a 30% complete set of construction documents. The 30% complete set was aggressively let out for competitive bids to the local subcontractor



community and produced 201 bids from 47 disciplines of construction. The team was able to deliver a GMP to the City, almost $4 million dollars under the budget. The design team then completed the remaining design/engineering documents in less than four months while construction was ongoing, ultimately completing the project on time and within less than one year from start to finish.

Architects Design Group

Winter Park Public Safety Facility

Owner
City of Winter Park

Contact
Jim White
Fire Chief
jwhite@cityofwinterpark.org
407 . 599 . 3297

Address
500 N Virginia Avenue
Winter Park, FL 32789

The City of Winter Park selected ADG for a detailed spatial needs assessment, master planning, cost estimating, facilities design, and construction administration services for a new Winter Park Public Safety Facility. The new facility totals approximately 78,000 SF and services both the City's Fire and Police Operations.

The new public safety facility includes specialized areas for booking and intake, evidence processing, investigative services, and an armory. It also features a state of the art 911 dispatch center, flexible training space, a community meeting room, administrative offices, a fitness center, a K-9 kennel, and secured employee parking.

"We appreciate the way that ADG was flexible and worked with the Winter Park Police Department to meet the current needs of the department, keeping in mind our future expansion requirements. ADG is definitely a leader in the field of public safety facility design.

- Brett Railey, Retired Chief of Police"

Project Budget
$8,344,640

Final Cost
$8,344,640

Project Schedule
Design: February 2001 to February 2002

Construction: January 2001 to June 2003

This joint-use facility is designed to withstand Category 4 hurricane force winds and pressures. The building's envelope is constructed out of 7 ¼" thick reinforced concrete "tilt wall" panels throughout. The roof also has an insulating lightweight concrete roof slab to provide structural integrity to the roof which is known to be the highest area of probable damage during exposure to hurricane forces. The insulating properties of the lightweight concrete also afford the facility reduced heat gain thus lowering the operational costs associated with the cooling bands.

Architects Design Group

Sanford Public Safety Facility

Owner
City of Sanford

Contact
Jim Krzenski
Admin Services Manager
jim.krzenski@sanfordfl.gov
407 . 688 . 5070

Address
815 Historic Goldsboro Blvd.
Sanford, FL 32771

This facility was a concept nearly two decades in the making. A spatial needs assessment conducted by ADG showed the police and fire services had outgrown their existing facilities. To provide state-of-the-art facilities, ADG designed a two-story facility housing the City's police department, fire administration, and a five-bay fire station. Both departments are designed as separate facilities connected by a shared two-story atrium, which includes vertical circulation, lobby / reception, a historic apparatus display, and community meeting room that overlooks the civic plaza.

"ADG's initiative and perseverance to this endeavor was a critical component in making our project a reality in such an uncertain fiscal climate. This effort was and continues to be characteristic of their approach to services the client.

- Gerard Ransom, Former Fire Chief"

Project Budget
$19,000,000

Final Cost
$15,314,000

Project Schedule
Design: November 2006 to November 2008

Construction: November 2009 to November 2010

The facility includes a state of the art crime lab that is part of the investigative services/crime scene department. Several aspects of the facility support the crime lab, including a central evidence drop-off/processing area, biohazard evidence storage and blood drying rooms, crime lab with fuming hoods, latent print analysis, forensic-science support, and forensic facial imaging.

Exterior walls are concrete tilt wall construction with hurricane impact glazing throughout, designed to withstand 150 mph, and is designed with 100% backup to all mechanical and electrical systems. Additionally, ADG assisted the City with obtaining a $1,006,000 in Federal (FEMA-HMGP) grants.

Architects Design Group

Dover Police Headquarters

Owner
City of Dover

Contact
William Breault
Police Captain
w.breault@dover.nh.gov
603 . 742 . 4646

Address
46 Chestnut Street
Dover, NH 03820

Architects Design Group (ADG), in association with a local architecture firm, was selected by the City of Dover, NH to design the new Dover Police Department Headquarters to be designed for current and future needs of the expanding department. The facility was built in the downtown core of Dover, a mature city that boasts a brick industry and successful mill operations.

One of ADG's unique design solutions was to leverage premium building square footage. The facility provides flexible multi-use opportunities in concert with the defined spatial requirements. One specific example is the meticulous design of the sally port. Detainees can

> Ian and his team's cooperation with the police department staff was instrumental in the planning and budgeting for the project... Ian's willingness to meet with City officials, community members, and police department staff in order to ensure the overall design and quality was vital in gaining support and authorization of the project.
>
> - William Breault, Captain

Project Budget
$20,000,000

Final Cost
$19,345,000

Project Schedule
Design: August 2013 to December 2014

Construction: February 2015 to April 2016 be brought into the secured booking and intake area without interfering with police vehicle storage or additional municipal parking.

This project focused on using space wisely and working with the community to find solutions to the multiple requirements, all while melding into the overall historic urban fabric design. Included in the space is a jointly accessible police and community parking garage, a viable community enhancement. The new police headquarters is comprised of the police administration, uniform patrol, communications / dispatch,

criminal investigations division, evidence, code enforcement, records, booking and intake, professional services, and an emergency operations center. The police headquarters is 28,000 SF and the 121,000 SF municipal parking garage provides parking spaces for joint use by the public and law enforcement with two separate secured entrances for police department staff only.

Architects Design Group
Lowell Police Headquarters

Owner
City of Lowell

Contact
Maryann Ballotta, Public Safety Research and Planning Director
mballotta@lowellma.gov
978 . 674 . 1903

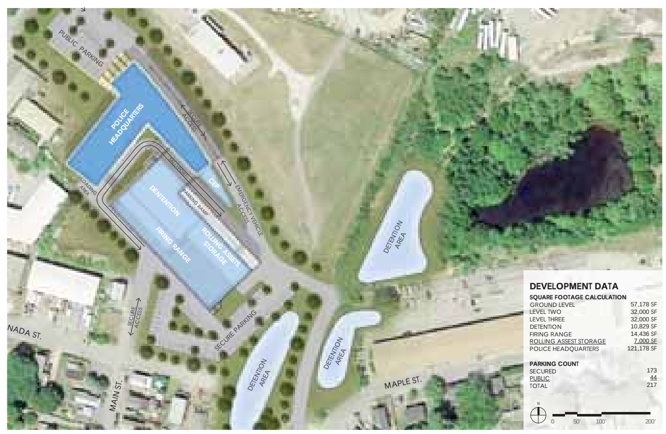
Address
50 Arcand Drive
Lowell, MA 01852

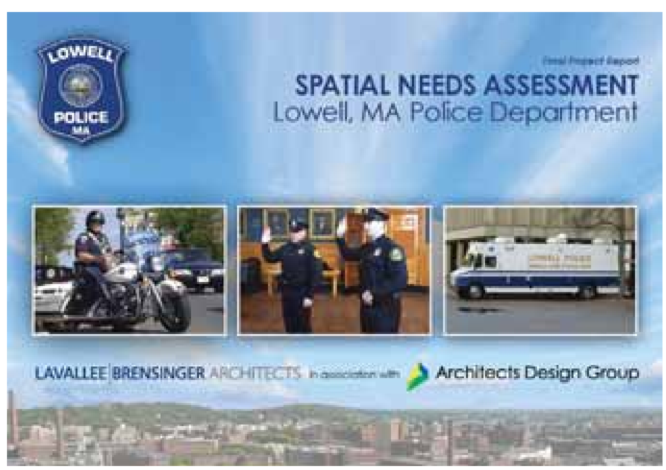
Project Budget
$TBD

Final Cost
$TBD

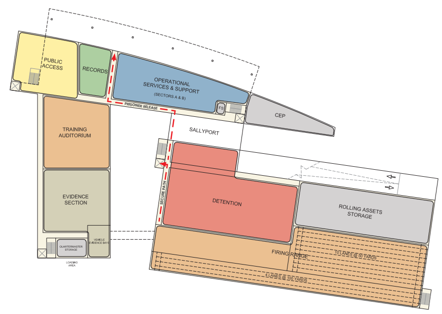
Project Schedule
Study was completed 2016

Architects Design Group, in association with a local architectural firm, was selected to design the Lowell Police Department Headquarters. The new facility is designed to be a three-story structure with the front of the building aligned parallel to Tanner Street creating a protective barrier for the secured staff parking areas to the east. The public entrance to the building is directly off the public plaza adjacent to the public and visitor parking area. The public lobby is an open atrium with natural daylighting and the building interior is organized by two main wings.

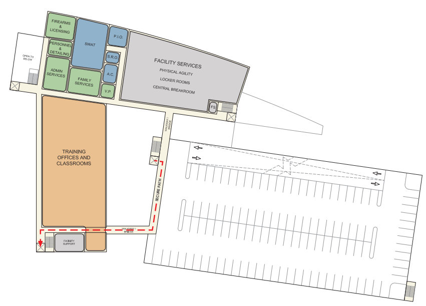




The 120,000 SF Headquarters will feature crime analysis labs, two vehicle evidence bays, communications / dispatch, physical agility area, a training auditorium, classrooms, an emergency operations center, and over 20,000 SF of office space for the various divisions. The headquarters will serve as the hub for the department's 240 sworn officers and 95 civilian employees.



Police Department staff will enter the building on the southeast side of the building from the two-bay parking garage structure through two bridge connectors on the second level or the sally port. The indoor firing range, rolling asset storage, and detention areas will be located beneath the parking structure on the lower level with over 150 secure parking spaces on the upper deck.



Architects Design Group

Rochester Police Reorganization Study

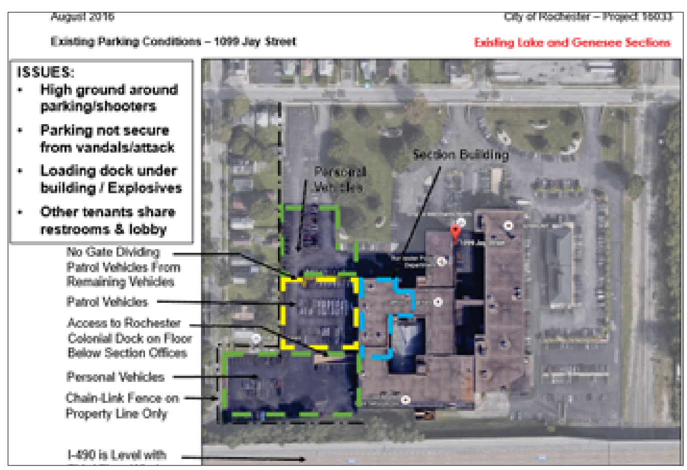
Owner
City of Rochester

Contact
Scott Peters
Deputy Chief
scott.peters@cityofrochester.gov
585 . 428 . 1118

Address
185 Exchange Boulevard
Rochester, NY 14614

ADG, working closely with a local architectural firm, is preparing an implementation plan for the reorganization of the Rochester Police Department (PD) into five neighborhood patrol sections. The PD currently resides in facilities at three separate locations. The new implementation strategy will allow the PD's 850 sworn and non-sworn staff to provide a "neighborhood beat" structure, for effective community policing. The 1st task involved completing a spatial needs assessment for each division, including Special Ops and Training.

The 2nd task, working closely with the City Real Estate Department, established basic operational criteria to evaluate existing buildings throughout the city for suitability for substation locations or special operations building. The spatial needs assessment is being used to analyze a wide-range of facility options. Preliminary recommendations were presented to City Administration and Elected Officials, and the final selection of locations is in negotiations. The 3rd task includes the preparation of preliminary schematic design documents for each of the accepted facility locations. ADG is also assisting preparing a cost estimate for implementation of the selected design.



Architects Design Group

Cobb County Police & Public Safety Training

Owner
Cobb County

Contact
Ronnie Prince
Deputy Chief
ronald.prince@cobbcounty.org
770 . 499 . 3902

Address
140 North Marietta Pkwy NE
Marietta, GA 30060

Architects Design Group, in association with a local architectural firm, was hired by Cobb County under two separate competitive RFQ selection processes to develop the spatial needs assessment, site analysis, master plan, cost estimates, and bridging documents for the Police Headquarters, as well as a Public Safety Training Complex.

The Police Headquarters will consist of approximately 150,000 SF of space to house the majority of the Police Department's operations. The current headquarters is a two-story building constructed in the 1960's and is too small for current operations. The new 150,000 SF headquarters will provide adequate space for current and future needs. Components to be included are: administrative area, detectives space, community meeting room, physical agility, department meeting rooms, crime lab, evidence processing and storage, holding, and break areas.

In addition to the Police Headquarters, ADG is assisting the County with planning for a Public Safety Training Complex. The complex is to include a 107,845 SF building for educational, instructional, and physical training. The training complex will also include a 107,222 SF indoor firing range with 30 Lane / 150' Qualifications Range, 30 Lane / 150' Tactical Range, 20 Lane / 300' Rifle Range, Weapons Cleaning Area, Ammunition Storage Area, Armory / Weapons Storage Area, Driving Simulator, and Shoothouse. Exterior training components will include an EVOC course, driving simulator, rolling asset storage building, and a skid pad.

> "The quality, professionalism, and responsiveness to our needs has been exemplary. I extend the highest recommendation of ADG to any organization seeking architectural services for the specialized area of public safety facility construction."
>
> - Ronnie Prince, Deputy Chief of Police

FINANCES

1E.Provide the most recent audited financial statement of the firm or firms, and each partner with an equity interest of twenty percent or greater. Such financial statements shall be for a period not more than one year before the date of the proposal. Submit the most recent Securities and Exchange Commission 10-K and 10-Q reports, if such reports have been filed.

Financial statements for English Construction Company, Inc. will be furnished upon request if awarded this project.

VIRGINIA CODE

1F. Identify any persons known to the proposer who would be disqualified from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act (Virginia Code § 2.2-3100 et seq.).

We have reviewed the Virginia State and Local Government Conflict of Interests Act, and we confirm that none of the individuals on our team would be obliged to disqualify himself or herself from participation in this project.

S/M/WBE PROGRAM

1G. Include any planned participation by small, women-owned, or minority-owned businesses during project development and implementation.

We are aware of the City's broad goal for participation by small, women-owned, or minority-owned businesses. According the City's Procurement Division, in 1993, Lynchburg City Council approved a resolution to provide minority and women-owned businesses with an equal opportunity to participate in municipal contracting and purchasing programs including, but not limited to, participation in the supply of materials, services, construction, and repair activities, as well as in lease agreements; discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, national origin, handicap, or age in the conduct of municipal procurement activities was prohibited.

Our PPEA Design-Build Team pledges to fully support this goal in all subcontractor solicitations. We do not, at this time, have specific Small, Women, and Minority (SWaM) participation targets for the project.

> If you are going to build something and you didn't hire English Construction Company, you made a huge mistake. They have been unbelievable to work with.
>
> - Brian Roberts
>   Brunswick County Sheriff

PROPOSED PLAN

2A. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that the type and intent of the project, the location, and the communities that may be affected are clearly identified. Include a description of any components, planned initially or for the future, that are expected to generate revenue for the project or the proposer.

Project Overview

Based on the spatial needs assessment completed by ADG, we anticipate the police headquarters to be approximately 82,000 SF. The planned building will consolidate the entire department back into one facility which will include Administration, Field Operations, Criminal Investigations, Special Investigations, Evidence and Forensics, and Information Technology. The project will include training areas with classrooms, as well as physical agility training areas. A large community meeting room with support spaces will also be located immediately off of the main lobby, so it is readily accessible to the public.

Site / Location

The proposed site at the corner of Kemper and 12th street presents opportunities to design a building on a prominent corner in close proximity to the center of the city and become a catalyst for the revitalization of this area. The site has good access to major roadways to access throughout the city.

Conceptual Design

Several Options for Development were presented with a building of four stories on different portions of the site depending on how parking for public and staff are accommodated. These options were developed when the city thought a portion of the site would need to be developed in phases. This phased approach appears to no longer be a need, therefore there may be additional options that can be developed for consideration. Our proposed development option has the public parking in the front along Kemper Street with a four-story building and secured staff parking behind the building. The site development concept, as depicted in the images included in the confidential and proprietary document, does not rely on the City garnering access to develop within the easement along the railroad track, to ensure the proposed development can occur should this easement access not be secured. The concept also adheres to the design principles of CPTED (Crime Prevention Through Environmental Design), as well as providing a design that supports the Department's strong commitment to community-oriented policing.

OVERVIEW

Kick Off Meeting / Project Stakeholders Workshop

Our team will conduct an initial meeting with the City and Lynchburg Police Department (LPD) representatives to review the proposed project and confirm the schedule for specific tasks. This initial meeting is an orientation to the methodology, project objectives, and responsibilities of the City's Project Management Team, Police Department representatives, and project stakeholders. The goals and objectives for the project, activities, and project milestones are discussed and agreed upon.

Updated Spatial Needs Assessment

ADG is very familiar with the Lynchburg Police Department needs and project requirements as they assisted the City with the Spatial Needs Assessment in 2017 in partnership with a local architecture firm. ADG will prepare an update to the project status and provide recommendations and refinements to the project needs (program) that are fundamental to delivering a fully operational facility that exceeds the City's expectations including, site selection issues and development of spatial relationships / interactions, and adjacency priorities for the new Police Headquarters. ADG will lead this task and an initial budget analysis will be provided by English.

DESIGN PHASE

Site Analysis

We understand the City has successfully received the legal title to the property located at 1301 and 1305 Kemper Street to house the new Police Headquarters and our team members have already walked the site to obtain a better understanding of the conditions. During the site analysis phase, the team will prepare a detailed report of the proposed site. Hurt & Proffitt, as the civil engineer, will obtain to the extent possible, existing aerial photographs, city maps and legal description and surveys to assist in documenting the size and the location of primary features, such as buildings, paved areas, major landscape elements, easements, environmental jurisdictional limits, and other physical aspects that potentially affect or impact upon current and future expansion of the facilities. The team will obtain documentation through the City's Land Development Ordinance, relative to City codes and/or development requirements, including criteria relative to buildable area, height limitations, parking requirements, provision of utilities, storm water retention and disposal, environmental issues, soil contamination, landscape requirements, setbacks, and similar factors which may potentially impact upon expansion capability and land usage. During this phase, the City will need to obtain lot consolidation of parcels 1301 and 1305 in accordance with the City's subdivision regulations.

PRELIMINARY SITE PROGRAM OVERVIEW

Our team has taken an initial look at the site in order to fully understand the needs of the police department. The following information is a preliminary analysis. The proposed project site work for the Police Headquarters will consist of the construction of a new four-story police department headquarters, sally port, and public and private parking areas to serve the facility to be located at 1301 and 1305 Kemper Street. The property is zoned I-2 therefore the construction of a Police Headquarters would be a use by right. The project will also have shared and secured access from both 12th and Kemper Streets.

Site Demolition

Based on the current projected building location as proposed it has been estimated that site demolition will include the following (please note that these quantities are approximate):

- 16,500 SF office building
- One existing concrete / asphalt entrance at Kemper Street
- Existing security fencing around the perimeter of the existing facility
- Existing pavement demolition to accommodate the proposed buildings and new parking
- Existing sidewalk and curb and gutter internal to the site
- Exisitng light poles and support foundations

Earthwork and Erosion Control

Based on the existing elevation of the already developed site it is not anticipated that a large volume of grading will be required to redevelop the site with the proposed Police Headquarters. Erosion and Sediment control may be limited to silt fence and drainage structure protection. All erosion and sediment control measures will be per the most current addition of the Virginia Erosion and Sediment Control Handbook. It is anticipated that erosion control will consist of two (2) temporary sediment traps, silt fence and inlet protection. Two to three temporary construction entrances will be used to enter the project area during construction.

Paving

It is assumed that all new paving will be 2" of VDOT Type SM-9.5A over 4" of VDOT Type BM-25.0 over 8" of Type 1, Size 21B stone base. Parking spaces will be 2" of VDOT Type SM-9.5A over 8" of Type 1, Size 21B stone base. Concrete paving will be 6" of reinforced concrete over 6" of base stone. New 6" curb & gutter will be 24" wide over 4" of stone base. Sidewalks and other pedestrian concrete will be 4" of concrete over 4" of stone base.

Water Service

It is anticipated that domestic and fire suppression service will be from either the existing 10″ main located in 12th Street or the 8″ main from Kemper Street. New RPDA and RPZ backflow prevention devices will likely need to be updated for the fire suppression and domestic water services. An existing hydrant is located across Kemper Street and a flow test will be required to determine if adequate fire suppression volume and pressure are available to the site.

Sanitary Sewer

Existing sanitary sewer is located in 12th Street, Kemper Street and to the west of the site adjacent to the railroad right of way. The adequacy of the existing sanitary sewer service will need to be verified by the MEP consultant. Any necessary upgrades would be limited to the service lateral from the new building to one of the aforementioned sanitary sewer mains.

Stormwater System

Existing on-site stormwater infrastructure will be utilized if possible but it is likely that additional subsurface conveyance will be needed. Discharge points will either be to existing systems located in either Kemper or 12th Streets.

Other Utilities

In addition to the utilities mentioned above there is a main power feed that runs across the project site that will need to be relocated as part of the project. Natural gas is also in the project area.

Stormwater Management

It is anticipated that there will be a net decrease in impervious area therefore additional stormwater quantity may not be required. However, there will need to be approximately a 20% reduction in nutrient runoff therefore some underground storage or BMP's may be required. It is recommended that any stormwater quality requirements be satisfied by the purchase of Nutrient Credits.

Master Planning

After the site information is obtained and reviewed, our team will work with the City to develop the conceptual site plans and renderings for this facility. To do this, we will explore various conceptual site plans to achieve current and future needs. Our team will also evaluate the adjacent site areas relative to current zoning and actual land use and reflect this information in the master plan documents. Based upon the accepted spatial needs assessment and issues associated with adjacent site areas, our team will prepare a master plan document illustrating:

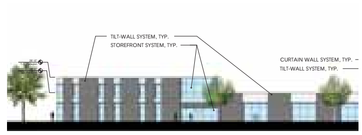
- Proposed land utilization
- Location and general configuration of "current need" of the police headquarters
- Areas of potential expansion for future needs
- Location of vehicle access and egress, both staff and public
- Vehicle parking areas for the secured and public access areas
- Pedestrian areas and site circulation with at least two egress points for the police department
- Natural vegetation area designed for storm-water retention/detention
- Environmentally sensitive areas
- Utility access and distribution
- Site security
- Ability to apply principles of Crime Prevention Through Environmental Design (CPTED) standards

Conceptual Design

At this point of design, the concept plan will be further detailed into sketches. This will include site plan refinements showing setbacks, parking and access/egress requirements, block diagrams / floor plans, 3-D massing diagrams, building elevations, and renderings. Please see the images on the next page which represent our graphic capabilities on the recent Orlando Police Headquarters project.

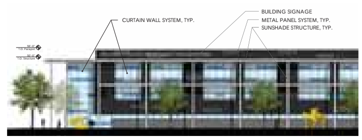
Master Planning and Conceptual Design Review Meeting

Our team will conduct an interactive design meeting to review the proposed master plan and conceptual design drawings. This meeting will include the design team, city's project manager, members of the police department, planning, city management, and project stakeholders, and if deemed appropriate by the City, interested citizens and / or community groups. The premise of this meeting will be to obtain consensus and agreement on the conceptual site plan, conceptual floor plans, building elevations, and renderings. After feedback from the design meeting, our team will prepare revised drawings illustrative of the proposed solution for the new facility.

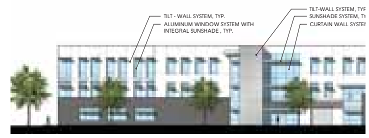


TILT-WALL SYSTEM, TYP.
STOREFRONT SYSTEM, TYP.
CURTAIN WALL SYSTEM, TYP.
TILT-WALL SYSTEM, TYP.

ALUMINUM WINDOW SYSTEM WITH INTEGRAL SUNSHADE , TYP.
SUNSHADE SYSTEM, TYP.
ALUMINUM CANOPY
STOREFRONT SYSTEM, TYP.

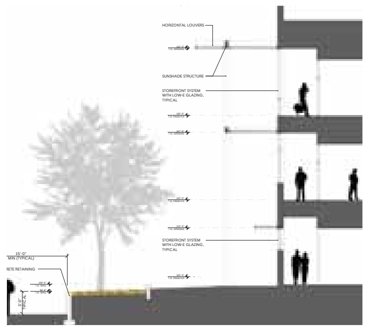


CURTAIN WALL SYSTEM, TYP.
BUILDING SIGNAGE
METAL PANEL SYSTEM, TYP.
SUNSHADE STRUCTURE, TYP.



TILT - WALL SYSTEM, TYP.
ALUMINUM WINDOW SYSTEM WITH INTEGRAL SUNSHADE , TYP.

STREETSCAPE PL

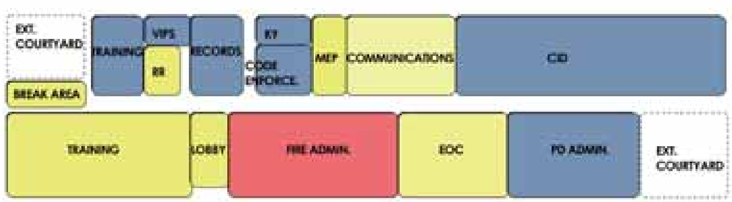


Schematic Design

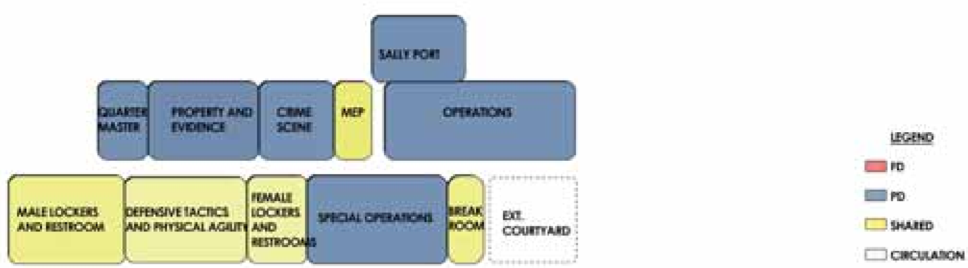
During the schematic design phase, on-site design sessions will be conducted to refine design options and alternatives as accepted, which will provide improved facility design and cost savings. The schematic plans will be developed to establish the best possible organization for the Lynchburg Police Headquarters. This will take into consideration the ideal operational adjacencies for the efficient functionality of the facility. In addition, engineering systems and concepts for the building systems will be evaluated. During the on-site session, our team will be continually providing value engineering and constructability reviews. At the end of the schematic design phase, a cost estimate will be prepared for each of the phases and alternatives. We will work with the City to address the priorities of the departmental staff and the project budget constraints to determine an appropriately balanced solution. This phase includes the following:

- Preliminary code research and evaluation
- Preliminary Floor Plans that provide a layout that has been checked for code compliance
- Concept design for the facility and exterior elevation studies for the project
- Preliminary finish schedule for all areas of work
- Specification narrative of building systems
- Submit to Fire Marshall for preliminary review
- A Preliminary Construction Budget

Project Example / Illustrative Only



DEPARTMENTAL ADJACENCY DIAGRAM - UPPER LEVEL



DEPARTMENTAL ADJACENCY DIAGRAM - LOWER LEVEL

Project Example / Illustrative Only

Design Development

During the design development phase, the building materials, systems, and enhanced functional responses are refined. The design process integrates the design team and City's input responding to environmental and survivability issues, life-cycle cost issues, security issues, and budget considerations. The design approach, preliminary architectural, structural, mechanical, electrical and plumbing concepts are developed to a level of detail that allows for independent, detailed cost estimating prior to initiating construction documents. As part of this project, our team will provide interior design services including furniture recommendations, layout, contract documents, bidding / procurement assistance, and installation administration. English will provide a GMP at 35% DD's. The following items are concluded at this design phase:

- Selection of systems, materials, and equipment for program response and sustainable design goals
- Preparation of initial design details
- Thorough documentation of architectural, structural, mechanical, electrical, plumbing,
- and fire protection systems
- Building security (access control and CCTV), audio visual technology, and identification of survivable systems components
- Forecast of potential energy performance, life-cycle cost, and architectural quality of design relative to the previously determined project goals
- Adjustment of the design as necessary to achieve project goals and cost targets

Our team will also implement our Responsive Security Technology Approach. This approach is defined as the review and application of all available and emerging systems to secure law enforcement facilities. Some of the highly secured areas that are accommodated by these systems include:

- Perimeter surveillance (site and building)
- Site ingress / egress points
- Gated access points
- All building entrance points
- Primary entry lobby
- Blind areas around site and buildings using CPTED design principals (Crime Prevention Through Environmental Design)
- Interior entrances into secure zones of the building
- Armory
- Property and evidence
- Forensics section / crime lab (evidence processing)
- Secured interview rooms
- Secured staff parking areas
- Vehicle processing bays

Once the City has accepted and approved the design report and issued the Notice to Proceed, ADG will begin the construction documents and English, the sequencing of construction. At the City's request, our team can develop an early site package at the end of the Design Document phase to expedite permitting. This will allow for the exiting buildings to be demolished and site construction preparation to begin while ADG is completing the Construction Documents.

Construction Documents

During the construction documents phase, our team will prepare drawings and specifications necessary for bidding and construction. A building code analysis will be included during this phase. Reviews by the City's Project Manager, facility stakeholders, and the design team will be conducted at the 50%, 90%, and 100% complete phases. The plans will integrate the unique response to the project's goals and will incorporate the changes required to keep the project in budget, on schedule, and to meet the City's project goals. The plans and specifications will undergo ADG's quality control review process which involves a comprehensive review by architects and engineers not assigned

> "For the 95% DeSoto set, we noticed how well-done the set is; in our opinion, this is a high-quality set. We noticed the documents "read well" and are easier to understand than others due to the nomenclature systems and graphics used. Also, details included are advanced and there are very few missing. This is across the board for all design disciplines. In short, the information is great and this translates to a better understanding of the planned scope of work by estimators, consultants, contractors, and others allied to the field."
>
> - John Coakley, CPE, LEED AP BD+C
> CCM Construction Services

to the project, but who are senior, within our team. This review process begins during design development and is completed with the completion of construction documents. Estimation of Probable Costs will be updated at the 50% and 80% completion phases of construction documents by English. Prior to completing bid documents, the English / ADG Team will hold an interactive, on-site review session with the City. This session will allow for the City to provide comments and review input of the bid package. Our team will prepare the final set of comprehensive construction documents to minimize RFI's, change orders, and any additional costs. At this time, permits will be submitted.

CONSTRUCTION APPROACH

The English / ADG Team begins our construction approach by establishing budget, quality and schedule goals, construction means and methods, and critical path items such as permitting, labor intense trades, and long-lead items. We believe in building your project virtually before stepping the first foot on the job site. This level of intense preparation ensures that we thoroughly understand your needs, the City's intent and the most cost-effective way to deliver the most value to your project.

Pre-Construction:

During the design phase, our construction team members will attend all of the design and planning meetings to gain the best understanding of the design requirements, the limitations placed on the site, the many building components, and the desires of the City. Construction team members will also review and provide input during design planning to ensure constructability, value engineering, sustainable options, project phasing, cost and schedule implications are considered from the contractor's perspective. ADG will utilize their knowledge of design guidelines to serve as a resource to the team, providing input to various options related to project phasing, cost options, constructability, timing and details of the "nuts and bolts" of the project which have worked well on other similar projects.

Detailed progress estimates will be produced as requested to inform the team of the project's anticipated costs are and what value engineering options can be considered to reduce the overall cost without sacrificing the quality of the finished product. Even after the GMP is established, we will continue to work to complete the project in the most cost-efficient manner in order to best administer the project budget. Throughout the design process, our team completes constructability reviews of the documents to evaluate for ease of construction, potential conflicts in details, and cost efficiency as it relates to the means and methods which will be required to build the project. Developing a GMP proposal is an exercise in meaningful communication. It is extremely important that the English / ADG Team and the City of Lynchburg understand exactly what is included in the project and the detail that accompanies the decision. Quality of the plans and specifications are paramount to a good GMP. We have found that the information trail can be accomplished through memos, specifications on drawings and dialogue with subcontractors to assure that not only are the specifications being met, but that the City obtains the best value for the dollars spent.

Construction Phase Tasks

Services under this phase of the work include the following items:

- Negotiate the subcontracts to complete the project buyout
- Prepare estimates during different phases of project--conceptual, schematic, design development, 50% construction documents.
- Convene pre-bid meetings for the subcontractors
- Convene pre-mobilization meetings for selected subs to get everyone on the same page and assimilated into the team--includes review of critical path, milestones, project goals, scheduling, constructability, safety and quality goals, and lean construction opportunities
- Determine sustainable elements to be used on the project
- Site development and preparation
- Holds weekly subcontractor coordination meetings
- Holds weekly Owner / DB team coordination meetings
- Prepare and control submittals, requests for information, and requests for change orders
- Maintain tight control of all activities in the field, ensuring a safe job site where all workers go home injury-free
- Monitor all work for quality and compliance with the contract documents and approved submittals
- Obtaining a Certificate of Occupancy
- Compliance with the City's Minority Business Enterprise (MBE) and Women Business Enterprises (WBE)
- We will certify, sign, and seal the drawings and specifications in compliance with Virginia Statutes. ADG will review and approve shop drawings and equipment submittals during the construction phase of the project
- A final as-built package of plan drawings, specifications, shop drawings, and equipment operation manuals will be certified, and furnished to the City of Lynchburg

Scheduling

The English / ADG Team scheduling system for pre-construction and construction administration is comprised of several subsections that vary in detail and duration. All project scheduling is accomplished using Primavera CPM. Our schedules are developed with a level of detail to indicate all significant items of work to be completed, the phasing of the project when separated into different work areas, the responsibility of each work item, the area the work to take place, and includes logic to determine how all activities interact with each other. The activities reflected on the master schedule will indicate the critical milestones and key dates for the client and show the flow of work for the project. The bidding documents will also indicate the scheduling requirements for subcontractors.

Owner/architect/contractor (OAC) meetings are convened weekly to keep everyone informed and the lines of communication open. At these meetings, progress is reported and submittals, RFI, and proposed changes are reviewed. The goal is to keep all issues, questions, and decisions moving so as not to negatively impact construction progress.

For an accelerated project like this where it is important to you for our team to complete work on time, we will be using a 3 to 5 week look ahead planning process to help team members stay on track and be ready when they are needed. Some of the lean construction principles of last-planner system scheduling and the plan-do-check-adjust methods will be incorporated to eliminate waste and streamline operations in the delivery process.

The project schedule is as important to a project as the blueprints. It assembles an otherwise unordered list of events into an orderly, sequential list of activities that can then be communicated, monitored, and adjusted as events and needs dictate. Without proper scheduling and schedule maintenance, success on a project is not

possible. Through the scheduling control practices we have implemented, English Construction strives to achieve on-time or early schedule project delivery.

Construction Phase

As the construction phase begins, our construction team members will meet with each subcontractor and specialty contractor to review the scope of work and project expectations, thereby assuring that the City's interests are well protected. During construction our team will remain actively involved with QA/QC, budget/cost control, project oversight, and other activities needed to support project team members. English's Project Manager, will attend the weekly subcontractor coordination meetings to support our on-site management in making sure the resources needed to complete the project are available and that any upper management approvals needed can be provided quickly. He will also attend the weekly owner / architect coordination meetings to assist in making sure the project is on track and the City's needs are being met. The Project Manager will maintain tight control of submittals, requests for information, and requests for change order by thoroughly reviewing those documents to be sure the paperwork is valid and in compliance with the contract documents. Our Project Superintendent will maintain tight control of all activities in the field, closely monitoring the work for quality, safety, and compliance with the contract documents and approved submittals.

Project Close-Out Phase

"Project Closeout Begins Day One". It is never too early to start getting subcontractors and suppliers to start thinking about their closeout obligations. The English / ADG Team builds the required closeout documents into our submittal log in order to advise the subs early in the project what they are obligated to provide in terms of paperwork. This expedites the closeout duration greatly, as many closeout documents are received long before the project is substantially complete. For those who administer and

maintain a facility, there is perhaps no more important close out document than the project as-builts. These serve as the only record of all concealed work and are invaluable during the life of the facility. In an effort to provide our clients with the best information about their facility, the English / ADG Team requires subcontractors to update the as-built documents a minimum of once a month as a prerequisite to payment. During underground and wall rough in of the various trades, our team requires the updates to occur weekly and in some cases on a daily basis. The updates must be clear, complete, and provided with dimensional information before they will be deemed acceptable. At project completion our information is transferred to an updated set of documents provided by the architect.

Near the end of each project, the English / ADG Team will conduct the required training and demonstrations for facilities and maintenance personnel. These demonstrations will be videotaped and provided to the City and LPD on DVD in order to preserve the information for future personnel. Any systems software licensing information shall also be included.

An additional way we work to expedite the closeout process is through punch list management.

Punch lists are compiled and completed during every phase of work, ensuring when the next trade begins their work, the substrate which they are working on is properly prepared and ready to accept the new work. This targeted method of preparing each facet of the work eliminates the "summation of errors" effect caused by compounding problems instead of addressing them as they arise. Near the completion of the project, we develop a more formal "Preliminary Punch List", identifying those items we would expect to see on the client's punch list. This eliminates a vast majority of punch list items, expedites completion, and allows us to turn the project over in a clean and concise manner. Our objective with each project is to achieve a zero punch final walk.

As the Police Headquarters nears completion, we will designate a customer service representative as LPD's primary point of contact should warranty issues arise. This individual will notify responsible parties of the warranty item and follow up with them and the client in order to ensure quick response and resolution. The English / ADG Team also schedules and conducts an 11 month walk through to identify and address any warranty issues previously undiscovered or unreported.

SPECIALIZED LAW ENFORCEMENT DESIGN EXPERTISE

Over the past 48 years ADG has had the opportunity to be involved in the programming, master planning, and design of police facilities throughout the United States. This extensive experience has provided their firm with an insight into those issues which are very specific to these facilities.

There are many areas of the police facility that should be given special design consideration including: public lobby, interior corridors, records, investigative services, property and evidence, crime lab, holding area, armory, SWAT/tactical ready room, briefing and muster, locker and shower rooms, physical agility rooms, community policing, victim interview/waiting room, and shooting range.

The crucial components that are to be considered in the planning and design of police facilities are grounded in the commitment to protect those specialized areas that present the highest risk and liability to the department, such as property and evidence. For example, if a law enforcement agency cannot prove in a court of law that the evidence has been secured and protected from potential access, tampering, or contamination by an unauthorized individual, then the evidence may be deemed inadmissible in a court of law.

Public Access

The preliminary design approach to protecting the sanctity or chain of custody through design is to prohibit or limit public access to a controlled, highly visible, secure area only. The public must enter the facility through secured gate access points which are monitored and video recorded. With exception to the public accessed lobby/waiting/property return areas, all exterior doors require security access control. The public has no access beyond this point. Additionally, all walls, doors, and glazing adjacent to the lobby / waiting / property return space are bullet resistant, ballistic rated. Secure, programmable card-key access by authorized personnel only, is required beyond this point. This ensures both the safety of the public and law enforcement personnel and any potential contamination from an outside influence.

Evidence Handling / Property and Evidence

The planning and design of Property and Evidence areas must incorporate all recognized criterion that address the four critical components. They include: (1) Preparation; (2) Processing; (3) Holding/Storage; (4) Support Infrastructure.

(1) Preparation: Law enforcement evidence custodians/technicians generally follow normal 9-5 business hours. However, a large majority of the Property and Evidence that comes into an agency does so after these hours and therefore must be accurately documented for the custodians/technicians to process and track the articles. The facilities must be outfitted with an area ADG refers to as the "bag and tag station." This is where the officer will log in the article(s), assign a case number, and securely store the article(s) avoiding access by anyone other than the evidence custodian/technician. As an example, in our Miramar Crime Scene Facility design, evidence is brought to the Evidence Drop-Off through secured corridors and bagged and tagged for storage or further processing in the specialized, lockable evidence lockers. Also required is a chemical-resistant counter top work area with access to stored materials for packaging the property and evidence articles. The space also needs to be located near a bank of evidence drop lockers, in a variety of sizes, to accommodate anything from DUI/DWI video tapes to rifles, as well as a group of refrigerated units that will preserve articles containing DNA or bodily fluids without risk of deterioration. This bank of evidence lockers is a front-loaded, locked, and rear-retrieving configuration

placed on a concrete curb with a floor drain located in close proximity to the refrigerated units as the condensation could be released onto the immediate floor area.

(2) Processing: The processing of the property and evidence articles is generally done only by individuals trained and certified in the proper techniques to comply with the "sanctity of custody" regulations. Initial processing occurs in an open work area, most typically located directly on the secure side of the bank of evidence drop lockers. Again, chemical-resistant or stainless steel counter top work areas should be provided with an integral sink. The custodians/technicians will finalize the case identification for the articles and prepare them for storage. On many occasions, the evidence will need to be further examined by the technicians or crime scene analysts. This requires very specialized lab areas with particular concern to handling of hazardous and bio-hazardous materials. A vehicle evidence bay is often located adjacent to a vehicle sallyport area of the facility. The vehicle evidence bay must follow the same regulatory guidelines as other areas associated with the storage and processing of articles of property and evidence. The bays are typically sized a minimum of twenty (20) feet wide to accommodate personnel access on both sides of a vehicle with the doors open. They are outfitted with such components as epoxy chemical-resistant flooring surfaces, floor drains tied into an oil-water separator, pull-down electrical reels and low-velocity air distribution systems. Dual means of access control devices to monitor who has accessed these areas, and CCTV systems (closed circuit television cameras) used to record in color/digital format anyone occupying these spaces is also included. High performance artificial lighting must be provided.

(3) Holding/Storage: The storage of property and evidence is as critical as the processing. Locating the articles relies on the accurate identification and recording of the pertinent case information associated with each article. The storage of the various types of articles is often segregated into the following definitions: Bulk Evidence, Cash/Valuables, Narcotics, Weapons, Cold-Case Files, Capital Case Files, DNA Evidence, etc. All holding areas must be equipped with dual-recording access control devices to meet law enforcement (CALEA) Accreditation standards. Likewise, any visitor to these areas must have their personal identification checked and verified, their times documented when entering and leaving, and signed by a witness, typically the custodian/technician working this area. High density storage systems are often utilized to maximize the use of these areas. High volume ceilings shall be provided to accommodate the storage systems.

(4) Support Infrastructure: The property and evidence areas of any law enforcement agency pose one of the highest areas of potential liability for that agency. The entire "compound" of the area must be contained within a security perimeter constructed out of tamper proof (solid concrete walls) and ceilings, or of similarly secured construction. The area is provided air conditioning systems designed for 100% exhaust and 100% make-up fresh air to ensure that none of the air from these areas is recycled into the main facility due to the concern of airborne pathogens that may be contained within the articles being stored or processed. Any HVAC ductwork which breaches the perimeter of this area that is larger than six (6) inches in diameter should be installed with No. 5 steel reinforcing bars (5/8" diameter) at four (4) inches on center and embedded into the concrete at both ends no less than four inches on each side. The accessibility to the area is regimentally documented at both entering and exiting by all individuals. This is easily accommodated through the use of sophisticated dual-recording access control devices as previously noted. A variety of technology is available such as fob readers, proximity cards, key pads, biometric readers, or a combination thereof. Strict adherence to these protocols and the accreditation standards will confirm an agency maintains the sanctity of custody.

Community Engagement For 21st Century Policing

Law enforcement is constantly evolving to meet the needs of today's environment. One of the biggest trends we have seen in the last few years is the emphasis on community engagement and policing. The premise of community engagement is to involve and build relationships with members of the community in order to strengthen the department's presence. We will work with LPD staff, as we have done with many other large police departments, to identify and account for these spaces within the assessment and design of the new headquarters.

There are many ways to implement this philosophy; however, facility design can play a critical part in the department's community engagement initiatives. During the planning phases, our staff will meet with the police department to discuss exactly what their specific community needs are. We will then discuss contemporary trends in design, which will detail spaces that can be used to connect with the community. ADG is knowledgeable in this trend and will be able to provide examples related to how the interior and exterior of the building can facilitate community engagement initiatives. At the 2016 IACP Conference, ADG spoke on the implementation of design strategies to promote the Community Oriented Policing Philosophy.

CALEA / VLEPSC / CPTED Standards

CALEA Accreditation is recognized as a means of maintaining the highest standards of professionalism in many law enforcement agencies and their facilities. Several states have followed CALEA and established an Accreditation Commission. Generally, the goals of accreditation and the process follow the National Accreditation Program model. The mission of the Virginia Department of Criminal Justice Services is to provide leadership to improve the criminal justice system in Virginia's communities through effective training, partnerships, research, regulation, and support. Although the aim of an accreditation program is to enhance the entire spectrum of professional law enforcement services, the facilities available to an agency have a significant impact on success, and more importantly, protects the municipal entity from potentially frivolous litigation. An agency requires adequate and appropriate space for personnel to conduct their work. Certain areas of the facility are assessed and continually undergo scrutiny of how it protects the interests of the department, its personnel, and the citizens coming into contact within the facility. Areas which may be evaluated include the records unit, training, patrol, property and evidence, vehicle sally port and detention, hazardous materials storage, criminal investigations, intake and holding, and dispatch. Programming the facility with these standards in mind, will assist the City in the re-accreditation process. We understand the Lynchburg Police Department received their initial CALEA accreditation and wishes for their new facilities to comply with these standards.

CALEA®
THE GOLD STANDARD IN PUBLIC SAFETY

Crime Prevention Through Environmental Design (CPTED) is defined as a multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts by affecting the built, social, and administrative environment. Ian Reeves, AIA, IALEP, ICA, our team's Architect of Record, has undergone significant training and is an expert in both CPTED and CALEA design standards. ADG is often contracted specifically because of his knowledge and experience with facility design that meets or exceeds accreditation requirements standards.

Sufficient Parking for Staff and Public
Site planning begins the process of defining how the proposed facility will come together. Clearly defined separation of the public and staff vehicles will be accomplished through a series of design measures including the use of readily discernible signage, perimeter security walls and gates, and CCTV surveillance systems. The implementation of design initiatives such as those promoted by the International CPTED Association (ICA), which ADG is a long-standing member of, will decrease opportunities for crime and provide a heightened sense of safety to the visitors and users of the facility. These measures have been incorporated into every law enforcement facility ADG has designed.

Security
Security control is only one of the tools to provide protection of evidence and staff. Established operational procedures including "chain of custody" must also be established and followed to be successful. Security measures include the following procedures to protect and preserve the evidence:

- CCTV coverage and NVR hard drive storage of all areas including the intake, storage, handling, and disposition times of evidence.
- Vehicle inspection tear down bays to have door control access where only one door to the area can be opened at a time. Multiple cameras will be installed in all corners of the area used for tear downs/inspections.
  Separate controlled access rooms within the evidence facility for fire arms, narcotics, and currency/valuables. For each of these spaces ADG typically provide dual credential access such as card and pin or card and biometrics. Additionally, within the rooms ADG would provide motion detection, as well as infrared camera coverage. AC grills shall be outfitted with internal bars to prevent access via the AC ducts to these rooms and possibly an in-duct sensor.
- Temperature and humidity sensors/alarms to security control, as well as tie to cell phones when settings are exceeded for specific rooms or spaces.
- Specific ventilation needs for areas where decomposition may occur.
- Generator and UPS back up of key areas and equipment.

WORK PERFORMED BY CITY

2B. Identify and fully describe any work to be performed by the City.

The success of this project is based on effective collaboration with the City of Lynchburg and project stakeholders. The City and project stakeholders will have review and approval authority on all major project components. We envision that the City and project stakeholders will actively participate in the following activities:

Architectural Program Finalization – The architectural program in this proposal will be reviewed, discussed, and verified with the City and project stakeholders.

Design Workshop – A Design Workshop will be conducted with the City's designated design review committee to work with architects to develop alternative site master plans, floor plans, and explore various adjacencies, circulation patterns, entrances, and site features. Consensus will be reached within the group to select the most appropriate solution.

Design Review and Approval – The City will review the proposed design at key milestones and inform the design-build team of any changes required. The City will facilitate communication between the design team, Police Department personnel, and other project stakeholders.

Site Plan Review, Permitting, and Inspections – The City will provide ongoing support throughout the design and construction process to ensure timely decision making.

The City of Lynchburg will also be responsible for the following:

- **Moving arrangements** – The City is expected to arrange and pay for all moving expenses associated with the project.
- **Computer, communications, and office equipment** – The City will assist the design-builder in the selection and procurement of the technology and furniture systems, under an allowance provided in this proposal. The design-builder will provide data and communications cabling from equipment rooms to wall and floor boxes.
- **Updated environmental assessments** – The City will obtain updated environmental assessments of both parcels and provide to the design-builder during development of the Detailed Phase proposal.

PROJECT SITE / PROPERTY

2C. Provide a statement setting out the plans for securing all necessary property. The statement must include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the City to condemn.

We understand the City has successfully received the legal title to the property located at 1301 and 1305 Kemper Street to house the new Police Headquarters.

PERMITS

2D. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals. Identify which, if any, permits or approvals are to be obtained by the City.

In general, the project will require site plan approval and the issuance of a building permit in accordance with the Virginia Uniform Statewide Building Code. Typically, the site plan approval process includes erosion and sedimentation plan and storm water management plan reviews. These permits will be obtained by the design-builder. The project will require permits for the demolition of the existing structures. These permits will be obtained by the design-builder.
This project will require Comprehensive Plan compliance review under Code of Virginia §15.2–2232. This is a responsibility which the City must undertake. We encourage the City to begin this process as soon as possible.

The project will also require lot consolidation of parcels 1301 and 1305 Kemper Street in accordance with the City's subdivision regulations, which will be the City's responsibility to undertake. We do not believe this project will require any zoning revisions, variances, or conditional use permits. Our conceptual design will likely require a special exception for FAR (Floor Area Ratio). Upon the completion of schematic design, we will be in a better position to conclusively evaluate zoning and site development requirements. We do not currently envision the need for federal or state permits for the project.

ADVERSE IMPACTS

2E. Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.

No long-term adverse social, economic, or environmental impacts are anticipated as the result of this project. Construction noise and periodic, short-term disruption of traffic should be anticipated in the immediate vicinity of the construction site. The design-builder will make every effort to ensure that these short-term disruptions are minimized.

POSITIVE IMPACTS

2F. Identify the projected positive social, economic, and environmental impacts of the project.

The site for the proposed Police Headquarters occupies a strategic gateway into downtown. The corner of 12th Street and Kemper Street is poised for redevelopment. The Police Headquarters will be an attractive building which will provide an employment center for a large and diverse law enforcement agency. The new building will encourage additional redevelopment in the neighborhood. The City's investment signals positive change to an area which has been occupied by light industrial land uses.

Strong relationships among officers and the community members they serve has never been more important. Police stations are now expected to welcome community members with open arms and reflect the best of their community's values and hopes. No longer glorified bunkers, law enforcement facilities must instead be beacons of safety that symbolically and physically act as the center of a community. They need to be transparent, consider the cultural and historical context of their location, and act as safe havens in crises.

SCHEDULE

2G. Identify the proposed schedule for work on the project, including the estimated time for completion, and any extended or maintenance warranties.

	Start Date	Duration (calendar days)	Completion Date
Sign Comprehensive Agreement	May 18, 2021	0	May 18, 2021
Schematic Design for New Police Facility	May 20, 2021	60	July 20, 2021
City Review and Approval of Schematic Design	July 20, 2021	14	August 3, 2021
Design Development for New Police Facility	August 3, 2021	120	December 1, 2021
City Review and Approval of Design Development	December 1, 2021	14	December 15, 2021
Construction Documents for New Police Facility	December 15, 2021	90	March 15, 2022
City Review and Approval of Construction Documents	March 15, 2022	14	March 29, 2022
Construction of New Police Facility	March 29, 2022	480	August 28, 2023
Occupy New Police Facility	**September 5, 2023**		

RISK AND LIABILITY

2H. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.

As part of the PPEA Comprehensive Agreement between the City and the design-builder, mutually agreeable business terms will address completion dates and penalties for delays and extensions. We would be pleased to provide examples of agreements made with other municipal clients.

ASSUMPTIONS

2I. State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on the City's or the public's use of the project.

We state the following assumptions:

- The project is owned by the City of Lynchburg, a Virginia municipal corporation.
- The City will obtain adequate public financing to support all project costs.
- Environmental site conditions do not pose extraordinary risks or expense.
- The site does not contain soil conditions that will require extraordinary measures to construct building foundation systems.

PHASING

2J. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

We anticipate developing early site and foundation packages to expedite procurement and delivery of the structural steel.

Our team will delive the New Police Headquarters on the scheduled date provided in the proposal and will not require phased or partial openings

PRELIMINARY CONTRACT COST LIMIT

3A. Provide a preliminary estimate and estimating methodology of the cost of the work by phase and/or segment (e.g. planning, design, construction).

A preliminary contract cost limit is included in our team's separate proposal marked "Confidential and Proprietary."

DEVELOPMENT PLAN

3B. Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds.

Our proposal does not include project financing. We have assumed that the City of Lynchburg will issue general obligation bonds in an amount sufficient to pay all project costs. The City's bond ratings are very strong and thus allow the City to borrow money at interest rates significantly lower than the private sector. The information below reflects our preliminary proportioning of project costs:

- **A/E fees:** reimbursed 90% during design phase; 10% during construction phase
- **Builders' Risk Insurance:** reimbursed 100% during mobilization phase
- **Performance Bonds:** reimbursed 100% during mobilization phase
- **Site Development:** costs proportioned equally during first 7 months
- **Building Construction:** costs proportioned equally during 18 months of project duration
- **Contractor fee:** costs proportioned equally during 18 months of project duration
- **Allowances:** proportioned as reimbursable expenses are incurred

ASSUMPTIONS

3C. Include a list and discussion of assumptions (user fees, tolls, usage rates) underlying all major elements of the plan.

Our proposal does not envision user fees, tolls, or usage rates. The new Lynchburg Police Headquarters will be a municipal building. Unsecure areas will be available to the public in accordance with rules and regulations issued by the City of Lynchburg.

RISK FACTORS

3D. Identify the proposed risk factors and methods for dealing with these factors.

Economic Risks

Economic risks are those associated with the cost of the project. For this project, we are most concerned about the cost of money and construction inflation. Interest rates, both public and private, are at historic lows. Should interest rates rise, the City's cost of money increases and this directly affects the budgetary impact of annual debt service payments. To minimize this risk, the City should make every effort to expedite its review and approval of the project, and issue bonds at today's relatively low rates. Construction inflation is another significant project risk–especially to the City. For the past 12 months, we have experienced construction inflation of approximately 5 percent. A similar trend has occurred in the past three years. What causes this inflation is largely a shortage of skilled labor in construction trades. Again, to minimize this risk, the City should proceed expeditiously to approve the project and begin design and construction.

Construction Risks

Construction risks are those associated with building a structure. Environmental hazards and subsurface conditions are the two most likely risks we encounter. Both risks can be minimized by proper planning. Environment assessments and geotechnical engineering studies typically assist in limiting construction risks.

FEDERAL RESOURCES

3E. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment (financial, services, property, etc.), if any, expected from governmental sources and the timing of any anticipated commitment.

We expect the City's support and collaboration, as previously described in our proposal. We do not contemplate requesting resources from state or federal authorities.

STABILITY

3F. Provide financial information which indicates the proposer's financial stability and ability to finance the project.

As stated previously, our proposal does not include project financing. Instead, we have assumed that the City will provide public financing for the project. We have provided the design-builder's confidential financial statements which we believe attest to the financial strength and stability of our team.

FEASIBILITY

3G. Include a description and analysis (cost/benefit, tax, etc.) to demonstrate the project's financial feasibility.

Our proposed project is included in the City's Capital Improvement Program. The Capital Improvement Program was developed in accordance with the City 's Financial Management Policies. These policies (notably Policy II—Debt Management) provide guidance on legal debt margin and amounts of debt service as a percentage of General Fund Operating Expenditures.

By including this project in the adopted CIP, City Council and staff have endorsed the project's financial feasibility. We are confident that the City has performed rigorous financial analyses to prove that the project is financially viable.

BENEFITS

4A. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.

The men and women employed by the Lynchburg Police Department will directly benefit from the project. The City has long-recognized the inadequate facilities within which these employees currently work. The new Lynchburg Police Headquarters will provide state-of-the-art, contemporary, spacious facilities for law enforcement. These men and women will exhibit improved morale and will be more productive. It has also been our experience that bringing all police divisions together in one building creates synergies for improved collaboration and problem-solving and fosters better training opportunities. These benefits, tangible and intangible, are key to continuous improvement required for CALEA certification.

In a broader sense, the citizens of Lynchburg will also benefit. Improved morale and increased productivity by members of law enforcement are likely to lead citizens to be more satisfied with police services. Members of the community will also benefit from a centralized service location. Instead of going to various locations to interact with the Police Department, all law enforcement divisions will be consolidated in one building.

PUBLIC OPINION

4B. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition for the project.

Large, publicly funded capital projects almost always encounter opposition from some taxpayers who do not support the expenditure and who may not fully appreciate the need for the project. However, a decision by City Council to construct this project would undoubtedly find widespread support as well. Current police department facilities are clearly inadequate. This has been well-documented in the recent spatial needs assessment conducted by Architects Design Group in association with a local architectural firm.

COMMUNITY INVOLVEMENT

4C. Explain the strategy and plans to involve and inform the general public, business community, and governmental agencies in areas affected by the project.

Keeping the citizens of the City informed about capital projects through effective communication is essential to the success of any public building project. Gaining community consensus is an integral part of the planning and design process. Nonetheless, experience has taught us that it is unrealistic to assume that a major capital project will be totally accepted by everyone, every step of the way. Often, the need for the facility, its cost, location, impact on neighbors, and other issues can be controversial and subject to criticism.

In order to minimize community opposition, our team would strongly recommend developing a community awareness plan at the onset of the project. Our team can work with the City in developing this plan to educate and involve the community. Although meetings may not be conducted until the master planning and conceptual design phase is complete, we would recommend planning the meetings early on. Our team can be available to present the development options and answer any questions regarding the project. Our team is well versed in presenting this information, specifically for law enforcement facilities. Any valuable input from citizens at this meeting will be addressed in future design phases to follow.

COMMUNITY BENEFITS

4D. Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of the City and whether the project is critical to attracting or maintaining competitive industries and businesses to the City or the surrounding region.

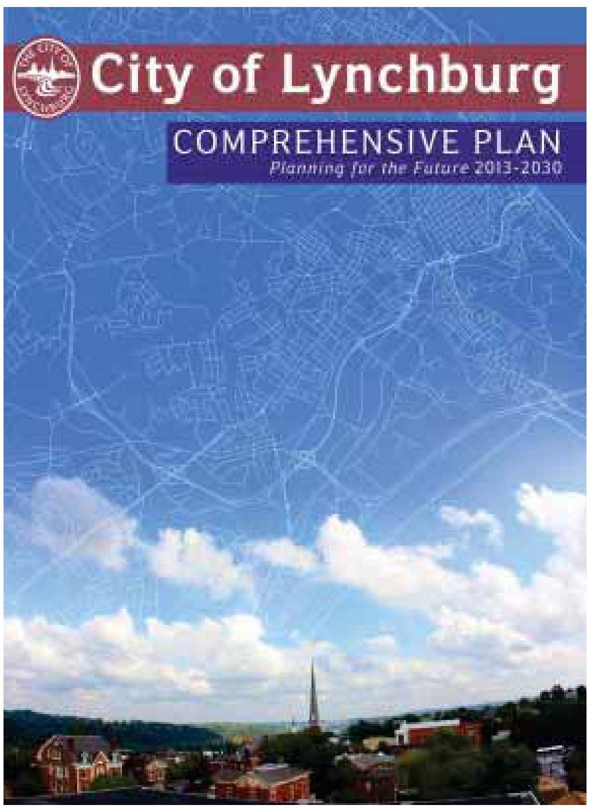
Please see Tab 2.F, which addresses this question.

This is not a project that spurs economic development by and of itself. Nonetheless, a professional police department with adequate space and physical facilities, is necessary for the provision of effective law enforcement. Without effective law enforcement, no modern community will thrive. By demonstrating its commitment to a new Police Headquarters, the City signals its support for local law enforcement, and such support may create a favorable impression on prospective businesses.

We do wish to emphasize that this project will provide direct and indirect economic benefits during construction. Many construction workers will be employed by this project. The duration of construction is approximately two years. Wages paid to these workers will have an impact on the broader economy, as they use their compensation to buy goods and services, which spurs more economic activity.

COMPATIBILITY

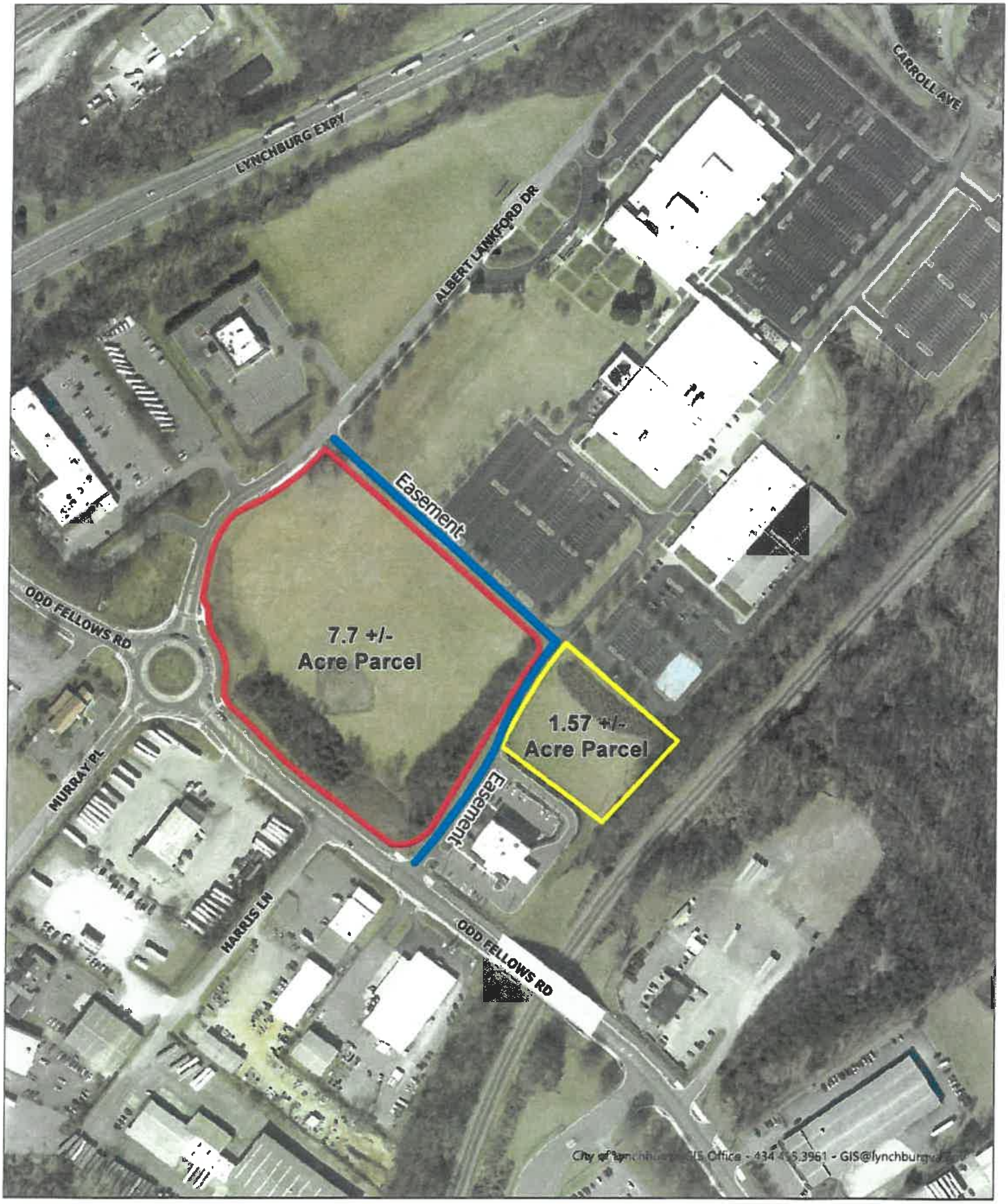
4E. Address project compatibility with the City's master plan, local comprehensive plans, local infrastructure development plans, the capital improvements plan or other government spending plan.



As noted previously, this project is included in the City 's Adopted Capital Improvements Plan.

The City's Comprehensive Plan, Chapter 14—Public Facilities, discusses this. The Comprehensive Plan indicates that the Police Department has a number of key infrastructure and facility needs, and that meeting these needs will require consolidating and replacing existing facilities.

Exhibit C



DISCLAIMER: THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS SUCH. THE INFORMATION DISPLAYED IS A COMPILATION OF RECORDS, INFORMATION, AND DATA OBTAINED FROM VARIOUS SOURCES. THE CITY OF LYNCHBURG IS NOT RESPONSIBLE FOR ITS ACCURACY OR HOW CURRENT IT MAY BE.

0 0.03 0.05 0.1 Miles

N W E S

EXHIBIT D

SCHEDULE - R2 (4/19/2022)

2G. Identify the proposed schedule for work on the project, including the estimated time for completion, and any extended or maintenance warranties.

	Start Date	Duration (calendar days)	Completion Date
Sign Comprehensive Agreement	April 26, 2022	0	April 26, 2022
Schematic Design for New Police Facility	May 2, 2022	60	July 1, 2022
City Review and Approval of Schematic Design	July 1, 2022	14	July 15, 2022
Design Development for New Police Facility / Early Site Package	July 15, 2022	90	October 13, 2022
City Review and Approval of Design Development	October 13, 2022	14	October 27, 2022
Construction Documents for New Police Facility	October 27, 2022	90	January 20, 2023
City Review and Approval of Construction Documents	January 20, 2023	14	February 3, 2023
Construction of New Police Facility	February 3, 2023	590	September 15, 2024
Occupy New Police Facility	**September 2024**		

Exhibit E

City of Lynchburg

New Police Headquarters Building

3/23/2022

Preliminary Schedule of Values

Item		Value
Mobilization		$ 3,000,000.00
Bonds/Builder's Risk/Insurance		$ 467,832.00
General Conditions		$ 2,073,156.00
Concrete		$ 1,167,600.00
Masonry		$ 1,098,550.00
Precast		$ 300,000.00
Structural Steel		$ 2,701,380.00
Misc. Metals/Stairs		$ 285,138.00
Rough Carpentry		$ 132,796.00
Millwork/Casework		$ 450,000.00
Waterproofing		$ 600.00
Air Barrier		$ 144,000.00
Metal Wall panels		$ 664,000.00
Roofing		$ 1,272,000.00
Roof Equipment Enclosures		$ 50,000.00
Spray Fireproofing		$ 370,276.00
Caulking/Sealants		$ 60,000.00
Door/Frames/Hardware		$ 655,440.00
OH Doors		$ 75,000.00
Storefront/Curtainwalls		$ 100,000.00
Windows		$ 850,000.00
Metal Studs/Drywall		$ 2,217,645.00
Tile		$ 226,000.00
Acoustical Ceilings		$ 368,184.00
Flooring		$ 412,614.00
Acoustical Wall Panels		$ 50,000.00
Painting		$ 285,138.00
Toilet Partitions/Accessories		$ 80,000.00
Signage	Allowance	$ 50,000.00
Fire Extinguishers		$ 10,000.00
Vented Lockers		$ 279,000.00
Flag Poles		$ 13,500.00
Commercial Wash/Dryer		$ 55,000.00
Blinds		$ 144,000.00
Projection Screen		$ 20,000.00
Detention Equipment/Doors		$ 350,000.00
Elevators		$ 360,000.00
Rolling Asset Building		$ 705,400.00
Central Utility Plant		$ 212,000.00
K-9 Area		$ 20,000.00
Sprinkler		$ 380,184.00
Plumbing		$ 1,425,690.00

Mechanical		$	6,177,990.00
Electrical		$	4,277,070.00
Grading		$	240,000.00
Asphalt		$	362,680.00
Fencing/Gates		$	116,880.00
Walks		$	74,900.00
Curb and Gutter		$	212,100.00
Dumpster Pad		$	8,080.00
Bollards		$	15,000.00
Seeding		$	21,684.00
Landscaping	Allowance	$	45,000.00
Water / Fire		$	193,200.00
Sewer		$	166,000.00
Storm water/Detention	Allowance	$	500,000.00
Cost of Work		$	226,000.00
Design		$	3,240,682.00
Testing/Commissioning	Allowance	$	258,290.00
FF&E	Allowance	$	2,284,225.00
All Permit Fees	Allowance	$	68,000.00
All Utility Connections and Fees	Allowance	$	25,000.00
Technology and Security	Allowance	$	2,384,000.00
Contingency		$	1,750,000.00
Fee		$	1,220,000.00
Project Total		$	**47,448,904.00**

CITY OF LYNCHBURG, VIRGINIA
STANDARD PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That____,

the Contractor ("Principal"), whose principal place of business is located at ______________________

____ and

____ ("Surety"),

are held and firmly bound unto the City of Lynchburg, Virginia, the Owner ("Obligee"), in the amount

of ____ Dollars ($____________)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,

successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has, entered into a Construction Agreement with Obligee for certain work on a construction

project known as _(Project Name)_______________________________________ which contract

(the "Contract") is by reference expressly made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract and its Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety of any such alterations, extensions, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this__________day of___________________, 2022.

_____________________________(SEAL)
Contractor/Principal

By: ______________________________

Witness: ______________________ Title: ____________________________

_____________________________(SEAL)
Surety

By: ______________________________
Attorney -in-Fact

I, ______________________, the duly appointed Attorney-in-Fact for ______________________, do hereby certify that my Power of Attorney related thereto has not been revoked, and where applicable, may be found of record in the Clerk's Office of the Circuit Court of ______________________, Virginia in Deed Book __________ at Page __________ or under Instrument No. __________.

____
Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(or, alternatively, Commonwealth or State of_________________)

CITY/COUNTY OF ____________________________ to wit:

I, the undersigned notary public, do certify that_____________________ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of ______________, the Surety, that he is duly authorized to execute on its behalf the aforesaid Bond(s) as its act and deed.

Given under my hand this_________day of______________________2022.

_____________________________(SEAL)
Notary Public

My Commission expires: ________________

APPROVED:

____
City Attorney/Designee Date

CITY OF LYNCHBURG
STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ____,

the Contractor ("Principal") whose principal place of business is located at ________________________

____ and ____________________

____("Surety")

are held and firmly bound unto the City of Lynchburg, Virginia, the Owner ("Obligee") in the amount of

____

Dollars ($ ____________________) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated ____________________ entered into a Construction Agreement with Obligee for (Project Name)______________________________ which contract (the "Contract") is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract and its Contract Documents, then this obligation shall be void~~,~~; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Work site.

2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract Documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.

   a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. This bond is intended to comply with the requirements and to afford all the benefits of a payment bond consistent with the requirements of Virginia Code § 2-2-4337 and § 2-2-4341. To the extent that those sections as they are in effect as of the date of issuance of this bond confer any requirements on Principal or Surety, or confer any additional benefits on any claimant (as the term "claimant" is used within either the meaning of those sections or this bond), those requirements and benefits shall be deemed to be incorporated into and be part of this bond.

Signed and sealed this____________ day of____________________________________.

____________________________________(SEAL)
Contractor/ Principal

By: ____________________________________

Witness: ______________________________ Title: ____________________________________

____________________________________(SEAL)
Surety

By: ____________________________________
Attorney-in-Fact

Typed Name: ____________________________

I, ________________________, the duly appointed Attorney-in-Fact for ________________________, do hereby certify that my Power of Attorney related thereto has not been revoked, and where applicable, may be found of record in the Clerk's Office of the Circuit Court of ________________________, Virginia in Deed Book ___________ at Page ___________ or under Instrument No. ___________.

____
Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA (or, alternatively, Commonwealth or State of___________)

CITY / COUNTY OF ____________________________________

I, the undersigned notary public, do certify that______________________________personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of ____________________________________, the Surety, that he is duly authorized to execute on its behalf the foregoing bond pursuant to the Power of Attorney noted above, and on behalf of said Surety, acknowledged the aforesaid bond(s) as its act and deed.

Given under my hand this__________day of __________________.

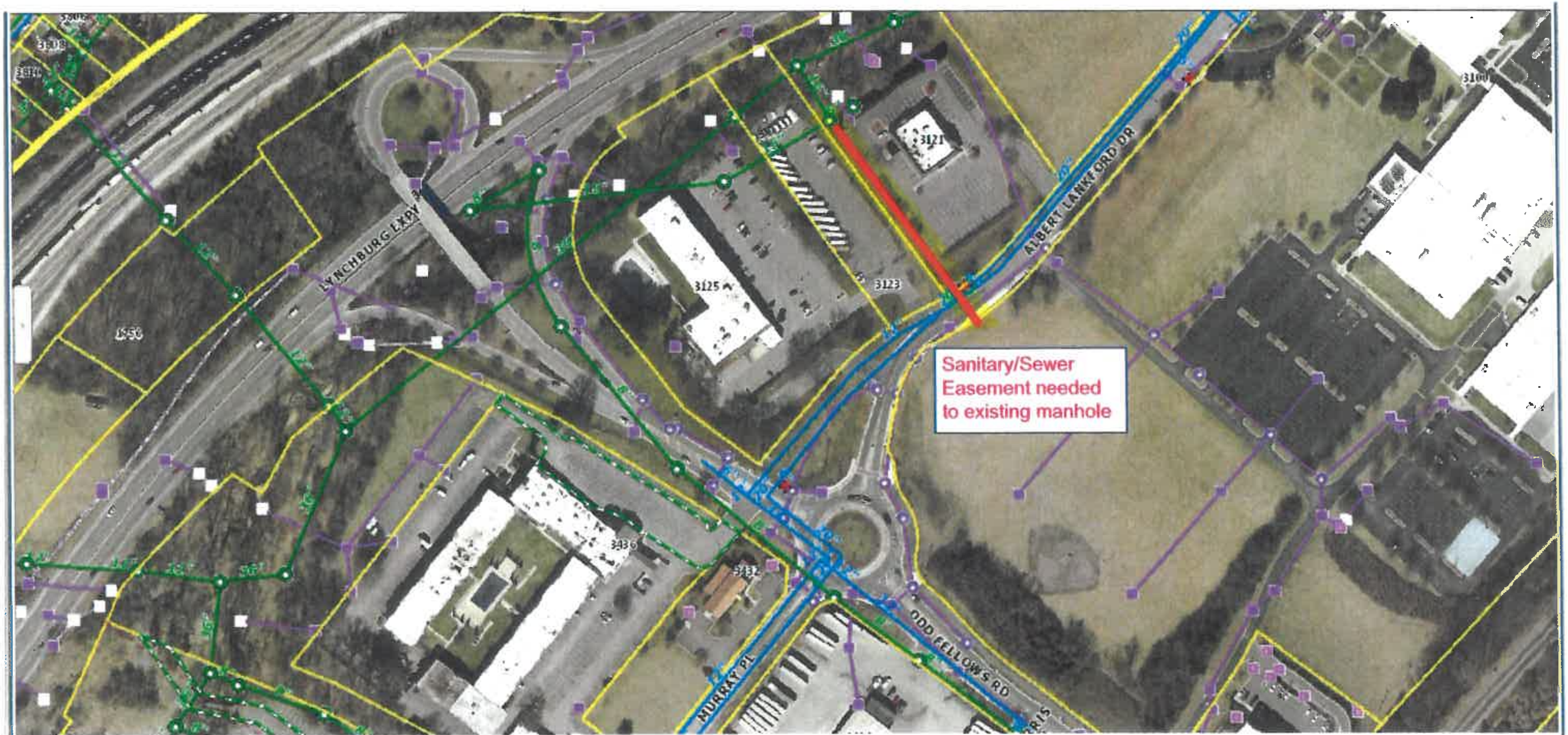
______________________________(SEAL)
Notary Public

My Commission expires: ________________

APPROVED:

____
City Attorney/Designee Date

Exhibit G



Sanitary/Sewer
Easement needed
to existing manhole
ALBERT LANKFORD DR
LYNCHBURG LXPY
ODD FELLOWS RD
MURRAY PL
3121
3123
3125
3436
3432
3100

ORDINANCE: #O-22-034

AN UNCODIFIED ORDINANCE TO APPROVE A COMPREHENSIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF A NEW POLICE HEADQUARTERS BUILDING, AUTHORIZE THE ACQUISITION OF RELATED REAL PROPERTY, AND AUTHORIZE OTHER ACTIONS RELATED TO SUCH COMPREHENSIVE AGREEMENT

WHEREAS, the Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”) grants responsible public entities the authority to create public-private partnerships for the development of a wide range of public facilities or projects; *and*

WHEREAS, the City of Lynchburg, Virginia (“City”) is a responsible public entity and has adopted guidelines which establish procedures for the development of public facilities or projects through public-private partnerships pursuant to the PPEA; *and*

WHEREAS, the City received an unsolicited proposal from English Construction Company, Incorporated (“English”) pursuant to the PPEA and the said guidelines for the design and construction of a new police headquarters building (the “Project”), said proposal being expressly incorporated herein by reference; *and*

WHEREAS, given the Project is permitted under the PPEA, the City reviewed such proposal, determined it met the City’s needs, advertised for competing proposals, received one (1) other competing proposal, and after reviewing both proposals, selected English’s proposal for negotiation of a comprehensive agreement; *and*

WHEREAS, a comprehensive agreement for the Project has been thoroughly negotiated between the City and English, and the applicable requirements of § 56-575.17 of the Code of Virginia, 1950, as amended, were duly satisfied by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the negotiated Comprehensive Agreement between the City of Lynchburg, Virginia (“City”) and English Construction Company, Inc. (English), dated April 29, 2022, specific to the design and construction of a new police headquarters building, is hereby approved. Such Comprehensive Agreement is expressly incorporated herein by reference, and the City Manager is authorized and directed to execute such Comprehensive Agreement on behalf of the City, on or after **April 29, 2022**; the Clerk of Council shall attest the same, and the City Attorney shall approve the form of the same.

2. That the City Manager is authorized and directed, on behalf of the City, under such terms and conditions as he may deem appropriate, to acquire and accept all real property, easement rights, improvements, and the like which may be related to fulfilling the purpose(s) and/or responsibilities of the said Comprehensive Agreement, and to take any and all other actions he may deem necessary and pertinent to fulfilling the purpose(s) and/or responsibilities of the said Comprehensive Agreement.

3. That this Ordinance shall be effective upon its adoption.

Adopted: April 26, 2022

Certified: Alicia L. Finney

Clerk of Council

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **April 26, 2022** AGENDA ITEM #: **11**

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

ITEM TITLE: **REVISED <u>1a) Adopt an Ordinance to establish a Method for Returning Surplus Real Estate Tax Revenues to Taxpayers during FY 2023;</u> 1b) Adopt and Appropriate the FY 2023 Operating Budget; 2) Adopt the FY 2023 - 2027 Capital Improvement Program and Adopt and Appropriate the FY 2023 Capital Budget.**

<u>RECOMMENDATION:</u> <u>Adopt an Ordinance to establish a Method for Returning Surplus Real Estate Tax Revenues to Taxpayers during FY 2023</u>; adopt and appropriate the FY 2023 Operating Budget; adopt the FY 2023 - 2027 Capital Improvement Program and adopt and appropriate the FY 2023 Capital Budget.

<u>SUMMARY:</u> Following the March 22, 2022 Public Hearing and further discussions during City Council work sessions, including staff adjustments, the Proposed FY 2023 General Fund Budget was reconciled as follows:

	FY 2023 Proposed Budget	**Adjustments**	**FY 2023 Adopted Budget**	
Revenues and Use of Fund Balance				
Revenues	$206,486,198		$206,486,198	
Use of (Additions to) Committed/Assigned Fund Balance Reserves	39,571		39,571	
Use of Fund Balance	16,590,426		16,590,426	
Total Revenues and Use of Fund Balance	**$223,116,195**	**$0**	**$223,116,195**	
Expenditures, Reserves, and Transfers		~~$100,000~~		
Operations	$146,662,102	<u>$1,400,000</u>	<u>$148,062,102</u>	~~$146,762,102~~
Debt Service	17,212,638		17,212,638	
Schools Operations	39,828,498	966,425	40,794,923	
Greater Lynchburg Transit Company (GLTC) - City Operating	1,266,454		1,266,454	
Transfers to Other Funds	3,462,740		3,462,740	
Addition to Reserve: General Fund Reserve for Contingencies	1,200,000		1,200,000	
Addition to Reserve: Law Library	5,000		5,000	
Addition to Reserve: Public Safety Building Reserve	71,819		71,819	
Addition to Reserve: Debt Service Reserve (one-time funds)	755,089		755,089	
Addition to Reserve: Debt Service Reserve (recurring funds)	700,000	(626,425)	73,575	
Addition to Reserve: Concord Turnpike Maintenance Reserve	240,000	(240,000)	0	
Addition to Reserve: Fuel Reserve	200,000	(200,000)	0	
Addition to Reserve: Community Corrections and Pretrial Services Reserve	10,000		10,000	
Addition to Reserve: Recreation Programs	3,309		3,309	
Addition to Reserve: Airline Service	400,000		400,000	
Capital Improvements	11,098,546	<u>(1,300,000)</u>	<u>9,798,546</u>	~~11,098,546~~
Total Expenditures, Reserves, and Transfers	**$223,116,195**	**$0**	**$223,116,195**	

Specific details of the adjustments are listed below:

<u>BALANCING THE FY 2023 GENERAL FUND BUDGET DETAILS</u>

<u>Increase/(Decrease)</u>	*Adjustments: Expenditures, Reserves, and Transfers*
$100,000	Increase Library for the lease for the River Ridge Branch
966,425	Increase Schools funding for the required local match to receive State compensation funds of $1,603,855
(626,425)	Decrease recurring funds added to the Debt Service Reserve *(recurring funds added for FY 2023 - $73,575)*
(240,000)	Eliminate recurring funds added to the Concord Turnpike
(200,000)	Eliminate recurring funds added to the Fuel Reserve
<u>(1,300,000)</u>	<u>Decrease one-time pay-as-you-go transfer to City Capital Projects Fund</u>
<u>1,300,000</u>	<u>Increase Non-Departmental to provide $0.02 real estate credit/rebate</u>
$0	*Total Adjustments: Expenditures, Reserves, and Transfers*

Also, State code requires the Personal Property Tax Relief Rate be set at the time the budget is adopted.

Adopting the Ordinance (i) requires a majority vote of all of the members of City Council in attendance, said vote to be taken by ayes and noes.

Adopting Resolutions #R-22-025, #R-22-027, and #R-22-028 requires a majority vote of all of the members of City Council in attendance, said vote to be taken by ayes and noes.

Adopting Resolution #R-22-026 requires a two – thirds majority vote (i.e. five of seven) among the members elected to City Council, said vote to be taken by ayes and noes.

Fund Balance

With the adjustments noted above, the General Fund undesignated fund balance as of June 30, 2023 is projected to be $24,365,371 or 11.8% of revenues. City Council's target for undesignated fund balance is a minimum of 10% of General Fund revenues with a goal of 15% as the City strives to grow incrementally each year subject to revenues available.

PRIOR ACTION(S):

February 8, 2022:	FY 2023 - FY 2027 Capital Improvement Program (CIP) Presentation; 2022 Personal Property Tax Assessment Presentation
February 22, 2022:	FY 2023 - FY 2027 Capital Improvement Program (CIP) Discussion; 2022 Personal Property Tax Assessment Adoption
March 8, 2022:	City Manager introduced the Proposed FY 2023 Budgets for General, Schools, Water, Sewer, Stormwater, Airport, Fleet, and Other Funds, and the FY 2023 - 2027 Capital Improvement Program
March 22, 2022:	City Council and City Schools, Joint Meeting; Public Hearing on the Proposed FY 2023 Budgets for General, Schools, Water, Sewer, Stormwater, Airport, Fleet, and Other Funds, and the FY 2023 - 2027 Capital Improvement Program
March 24, 2022:	City Council, FY 2023 Budget Reconciliation and Water Resources Rate Study Briefing
March 29, 2022:	City Council, FY 2023 Budget Reconciliation and Water Resources Rate Public Hearing
March 31, 2022:	City Council, FY 2023 Budget Reconciliation
April 5, 2022:	City Council, FY 2023 Budget Reconciliation
April 12, 2022:	City Council, First Reading of the FY 2023 Budget

FISCAL IMPACT: As noted in budget resolutions and ordinance

CONTACT(S): Wynter C. Benda, City Manager, 455-3990
Donna Witt, Chief Financial Officer, 455-3968

ATTACHMENT(S):

- Ordinance to:
  - Adopt a Method for Returning Surplus Real Estate Tax Revenues to Taxpayers during FY 2023

- Resolutions to:
  - Adopt and Appropriate the FY 2023 Operating Budget (#R-22-025, #R-22-026, #R-22-027)
  - Adopt the FY 2023 - 2027 Capital Improvement Program and Adopt and Appropriate the FY 2023 Capital Budget (#R-22-028)

REVIEWED BY: MMB WCB

ORDINANCE: **#O-22-___**

AN UNCODIFIED ORDINANCE TO ADOPT A METHOD FOR RETURNING SURPLUS REAL ESTATE TAX REVENUES TO TAXPAYERS DURING THE 2023 FISCAL YEAR

WHEREAS, § 15.2-2511.1 of the Code of Virginia, 1950, as amended, authorizes the Lynchburg City Council to adopt an ordinance to "develop a method for returning surplus real property tax revenues to taxpayers who are assessed real property taxes in any fiscal year in which the locality reports a surplus"; and

WHEREAS, Qualified Taxpayer, for purposes of this Ordinance, shall mean any person, persons, entity, or entities listed as the taxpayer(s) for a Qualified Property in the City's real estate tax records when the bills are generated for the first installment due November 15, 2022; and

WHEREAS, Qualified Property, for purposes of this Ordinance, shall mean a parcel of real estate separately assessed for real estate taxes by the City on July 1, 2022, but shall not include any property that is entirely exempt from real estate taxation or for which no tax bill would otherwise be issued.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the City Council has determined a surplus of real property tax revenues in the amount of $2,655,942 existed in the City's 2021 Fiscal Year budget as a result of higher collections of real property tax owed compared to the Fiscal Year 2021 Adopted Budget based on conservative budgeting of the uncollectible rate (Allowance of Uncollectible rate increased from 2.5% to 5%) due to the uncertainty of the economic impact of COVID-19.

2. That the following objective method is hereby adopted by the City Council to refund the equivalent of two cents per one hundred dollars (2¢ / $100) of the assessed value of the Qualified Property to a Qualified Taxpayer during the City's 2023 Fiscal Year or an amount not to exceed one million three hundred thousand ($1,300,000):

   For each Qualified Property, the City's Chief Financial Officer will one-time credit the Qualified Taxpayer's first real estate billing installment statement (due November 15, 2022) two cents per one hundred dollars (2¢ / $100) of the assessed value of the Qualified Property. Only one (1) credit will be made for each Qualified Property, regardless of the number of persons or entities who are listed as taxpayer(s) for the Qualified Property. Changes in the City's real estate tax records after the bills are generated for the first installment due November 15, 2022, will not change the Qualified Taxpayer for any parcel of real estate.

3. That for any Qualified Property for which delinquent real estate taxes are owed as of July 1, 2022, the amount of the credit otherwise due to the Qualified Taxpayer shall be reduced by the amount owed up to the full amount of the said credit.

4. That the one-time tax credit permitted hereunder will be derived from the fund balance of the City's General Fund, and adopted and appropriated as part of the City's 2023 Fiscal Year budget resolution(s)/ordinance(s).

5. That the City Manager and the City's Chief Financial Officer are authorized and directed to administer the requirements of this Ordinance and to ensure the requirements of this Ordinance are duly executed.

6. That this Ordinance shall be effective July 1, 2022.

Adopted:

Certified: ____________________
Clerk of Council

RESOLUTION: **#R-22-025**

BE IT RESOLVED that by majority vote the FY 2023 General Fund Operating Budget (excluding Discretionary External Service Providers) including the revenues and expenditures proposed by the City Manager and revised by City Council be adopted as the annual operating budget of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and said funds be appropriated:

GENERAL FUND INCOME	
Non-Dedicated Revenues	
General Property Taxes	$91,693,674
Other Local Taxes	60,702,613
Permits, Fees, and Regulatory Licenses	981,800
Fines and Forfeitures	250,000
Use of Money and Property	267,720
Charges for Services	3,611,595
Miscellaneous	368,076
Revenue from the Commonwealth	6,132,584
Dedicated Revenues	
Permits, Fees, and Regulatory Licenses	77,000
Charges for Services	5,439,560
Recreation Revenue	485,300
Miscellaneous	2,990,677
Revenue from the Commonwealth	
Categorical Aid - State Shared Expenditures	3,362,703
Categorical Aid	19,679,634
Revenue from the Federal Government	10,443,262
Use of Committed/Assigned Fund Balance and Other	39,571
Use of (Additions to) Unassigned Fund Balance	16,590,426
Total	**$223,116,195**

GENERAL FUND EXPENDITURES		
General Government	$15,356,489	
Judicial Administration	5,667,365	
Public Safety	48,152,844	
Public Works	22,422,227	
Health and Welfare	23,632,833	
Parks, Recreation and Cultural	6,472,080	
Community Development	6,022,442	
Non-Departmental	12,685,081	~~11,385,081~~
Transfer to Other Funds	3,462,740	
General Fund - Debt Service	8,807,366	
Schools - Debt Service	8,405,272	
Reserves	2,518,792	
Transfer to Capital - City	9,798,546	~~11,098,546~~
Transfer to Capital - Schools	0	
Subtotal	**$173,404,077**	
Component Units		
Lynchburg City Schools - Local Operating	40,794,923	
Greater Lynchburg Transit Company - Local Operating	1,266,454	
External Service Providers[1]	7,650,741	
Total	**$223,116,195**	

[1] *Discretionary External Service Providers to be considered separately.*

Introduced: April 12, 2022 Adopted:

Certified: ____________________________

Clerk of Council

RESOLUTION: **#R-22-026**

BE IT RESOLVED that by two – thirds majority vote (five of seven) the FY 2023 Discretionary External Service Providers Budget of $80,485 proposed by the City Manager be adopted as part of the operating budget of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and said funds be appropriated:

DISCRETIONARY	
Amazement Square - Signal and Rail Car	$369
Central Virginia Alliance for Community Living	15,000
Central Virginia Community College Board (CVCC)	1,956
Downtown Lynchburg Association (DLA)	50,000
Virginia Legal Aid Society	13,160
TOTAL DISCRETIONARY	**$80,485**

Introduced: April 12, 2022 Adopted:

Certified: ____________________________

Clerk of Council

RESOLUTION: #R-22-027

BE IT RESOLVED that by majority vote the FY 2023 budgets of the funds mentioned herein be adopted for the purposes herein mentioned and said funds be appropriated from the funds and resources of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

FLEET SERVICES FUND INCOME		FLEET SERVICES FUND EXPENDITURES	
Revenues	$11,909,428	Operations	$11,411,858
Use of (Additions to) Unassigned Fund Balance	0	Debt Service	497,570
Total	**$11,909,428**	**Total**	**$11,909,428**

AIRPORT FUND INCOME		AIRPORT FUND EXPENDITURES	
Revenue from Cost Centers	$4,473,083	Operations	$4,555,090
Interest and Other	55,000	Debt Service	103,515
Use of (Additions to) Unassigned Fund Balance	130,522	**Total**	**$4,658,605**
Total	**$4,658,605**		

WATER FUND INCOME		WATER FUND EXPENDITURES	
Charges for Service	$13,981,043	Operations	$12,193,999
Water Contracts (Amherst/Bedford/Campbell/Industrial)	2,192,970	Debt Service	3,404,650
Interest and Other	23,500	Transfer to Water Capital Fund	2,000,000
Use of (Additions to) Unassigned Fund Balance	1,401,136	**Total**	**$17,598,649**
Total	**$17,598,649**		

SEWER FUND INCOME		SEWER FUND EXPENDITURES	
Charges for Services	$23,060,219	Operations	$15,696,876
Sewer Contracts (Amherst/Bedford/Campbell/Industrial)	4,451,853	Debt Service	8,820,175
Interest and Other	36,295	Transfer to Sewer Capital Fund	3,300,000
Use of (Additions to) Unassigned Fund Balance	268,684	**Total**	**$27,817,051**
Total	**$27,817,051**		

STORMWATER FUND INCOME		STORMWATER FUND EXPENDITURES	
Charges for Services	$3,554,750	Operations	$3,649,728
State Categorical Aid	275,000	Debt Service	187,854
Interest and Other	8,000	Transfer to Stormwater Capital Fund	270,000
Use of (Additions to) Unassigned Fund Balance	269,832	**Total**	**$4,107,582**
Total	**$4,107,582**		

CITY/FEDERAL/STATE AID FUND INCOME		CITY/FEDERAL/STATE AID FUND EXPENDITURES	
Revenue from the Federal Government	$2,280,713	Operations	$4,531,996
Revenue from the Commonwealth	1,333,614	**Total**	**$4,531,996**
Other	691,165		
In-Kind	40,705		
Transfer from General Fund	185,799		
Total	**$4,531,996**		

COMMUNITY DEVELOPMENT BLOCK GRANT INCOME		COMMUNITY DEVELOPMENT BLOCK GRANT EXPENDITURES	
Federal Entitlement	$729,183	Operations	$729,183
Total	**$729,183**	**Total**	**$729,183**

CHILDREN'S SERVICES ACT FUND INCOME		CHILDREN'S SERVICES ACT FUND EXPENDITURES	
Miscellaneous	$48,700	Operations	$6,923,562
Contribution from the General Fund	2,039,543	**Total**	**$6,923,562**
Lynchburg City School Transfer	196,541		
Revenue from the Commonwealth	4,638,778		
Total	**$6,923,562**		

HOME INVESTMENT TRUST FUND INCOME		HOME INVESTMENT TRUST FUND EXPENDITURES	
Federal Entitlement	$413,856	Operations	$413,856
Recaptured Funds	$0	**Total**	**$413,856**
Total	**$413,856**		

LYNCHBURG EXPRESSWAY APPEARANCE FUND (LEAF) INCOME		LYNCHBURG EXPRESSWAY APPEARANCE FUND (LEAF) EXPENDITURES	
Pledges/Donations	$0	Operations	$75,000
Use of (Additions to) Unassigned Fund Balance	75,000	**Total**	**$75,000**
Total	**$75,000**		

REGIONAL JUVENILE DETENTION CENTER FUND INCOME		REGIONAL JUVENILE DETENTION CENTER FUND EXPENDITURES	
Charges for Services	$1,473,278	Operations	$3,371,640
Intergovernmental	1,907,086	Debt Service	10,124
Miscellaneous	1,400	**Total**	**$3,381,764**
Total	**$3,381,764**		

RISK MANAGEMENT FUND INCOME		RISK MANAGEMENT FUND EXPENDITURES	
Charges for Services	$1,761,586	Operations	$342,688
Use of (Additions to) Unassigned Fund Balance	0	Insurance and Claims	1,418,898
Total	**$1,761,586**	**Total**	**$1,761,586**

SPECIAL WELFARE FUND INCOME		SPECIAL WELFARE FUND EXPENDITURES	
Donations and Restitutions	$128,300	Operations	$129,500
Interest	1,200	**Total**	**$129,500**
Use of (Additions to) Unassigned Fund Balance	0		
Total	**$129,500**		

TECHNOLOGY FUND INCOME		TECHNOLOGY FUND EXPENDITURES	
Use of Money and Property	$5,000	Operations	$643,536
Transfer from General Fund	430,282	Capital Outlay	255,000
Use of (Additions to) Unassigned Fund Balance	463,254	**Total**	**$898,536**
Total	**$898,536**		

Introduced: April 12, 2022 Adopted:

Certified: ____________________________
Clerk of Council

RESOLUTION: **#R-22-028**

BE IT RESOLVED that by majority vote the FY 2023 - 2027 Capital Improvement Program is hereby adopted and the FY 2023 Capital Budget proposed by the City Manager is hereby adopted and said funds be appropriated from the funds and resources of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023 in the total amount of $96,886,080 ~~$98,186,080~~ for the City Capital Projects Fund, $0 for the Schools Capital Projects Fund, $1,100,000 for the Airport Capital Projects Fund, $9,811,000 for the Water Capital Projects Fund, $65,330,000 for the Sewer Capital Projects Fund, and $3,857,100 for the Stormwater Capital Projects Fund.

Introduced: April 12, 2022 Adopted:

Certified: ____________________________
Clerk of Council

RESOLUTION: #R-22-025

BE IT RESOLVED that by majority vote the FY 2023 General Fund Operating Budget (excluding Discretionary External Service Providers) including the revenues and expenditures proposed by the City Manager and revised by City Council be adopted as the annual operating budget of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and said funds be appropriated:

GENERAL FUND INCOME	
Non-Dedicated Revenues	
General Property Taxes	$91,693,674
Other Local Taxes	60,702,613
Permits, Fees, and Regulatory Licenses	981,800
Fines and Forfeitures	250,000
Use of Money and Property	267,720
Charges for Services	3,611,595
Miscellaneous	368,076
Revenue from the Commonwealth	6,132,584
Dedicated Revenues	
Permits, Fees, and Regulatory Licenses	77,000
Charges for Services	5,439,560
Recreation Revenue	485,300
Miscellaneous	2,990,677
Revenue from the Commonwealth	
Categorical Aid - State Shared Expenditures	3,362,703
Categorical Aid	19,679,634
Revenue from the Federal Government	10,443,262
Use of Committed/Assigned Fund Balance and Other	39,571
Use of (Additions to) Unassigned Fund Balance	16,590,426
Total	**$223,116,195**

GENERAL FUND EXPENDITURES		
General Government	$15,356,489	
Judicial Administration	5,667,365	
Public Safety	48,152,844	
Public Works	22,422,227	
Health and Welfare	23,632,833	
Parks, Recreation and Cultural	6,472,080	
Community Development	6,022,442	
Non-Departmental	12,685,081	~~11,385,081~~
Transfer to Other Funds	3,462,740	
General Fund - Debt Service	8,807,366	
Schools - Debt Service	8,405,272	
Reserves	2,518,792	
Transfer to Capital - City	9,798,546	~~11,098,546~~
Transfer to Capital - Schools	0	
Subtotal	**$173,404,077**	
Component Units		
Lynchburg City Schools - Local Operating	40,794,923	
Greater Lynchburg Transit Company - Local Operating	1,266,454	
External Service Providers[1]	7,650,741	
Total	**$223,116,195**	

[1] *Discretionary External Service Providers to be considered separately.*

Introduced: April 12, 2022 Adopted: April 26, 2022

Certified: ______________________
Clerk of Council

ORDINANCE: #O-22-025a

AN UNCODIFIED ORDINANCE TO ADOPT A METHOD FOR RETURNING SURPLUS REAL ESTATE TAX REVENUES TO TAXPAYERS DURING THE 2023 FISCAL YEAR

WHEREAS, § 15.2-2511.1 of the Code of Virginia, 1950, as amended, authorizes the Lynchburg City Council to adopt an ordinance to "develop a method for returning surplus real property tax revenues to taxpayers who are assessed real property taxes in any fiscal year in which the locality reports a surplus"; and

WHEREAS, Qualified Taxpayer, for purposes of this Ordinance, shall mean any person, persons, entity, or entities listed as the taxpayer(s) for a Qualified Property in the City's real estate tax records when the bills are generated for the first installment due November 15, 2022; and

WHEREAS, Qualified Property, for purposes of this Ordinance, shall mean a parcel of real estate separately assessed for real estate taxes by the City on July 1, 2022, but shall not include any property that is entirely exempt from real estate taxation or for which no tax bill would otherwise be issued.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the City Council has determined a surplus of real property tax revenues in the amount of $2,655,942 existed in the City's 2021 Fiscal Year budget as a result of higher collections of real property tax owed compared to the Fiscal Year 2021 Adopted Budget based on conservative budgeting of the uncollectible rate (Allowance of Uncollectible rate increased from 2.5% to 5%) due to the uncertainty of the economic impact of COVID-19.

2. That the following objective method is hereby adopted by the City Council to refund the equivalent of two cents per one hundred dollars (2¢ / $100) of the assessed value of the Qualified Property to a Qualified Taxpayer during the City's 2023 Fiscal Year or an amount not to exceed one million three hundred thousand ($1,300,000):

   For each Qualified Property, the City's Chief Financial Officer will one-time credit the Qualified Taxpayer's first real estate billing installment statement (due November 15, 2022) two cents per one hundred dollars (2¢ / $100) of the assessed value of the Qualified Property. Only one (1) credit will be made for each Qualified Property, regardless of the number of persons or entities who are listed as taxpayer(s) for the Qualified Property. Changes in the City's real estate tax records after the bills are generated for the first installment due November 15, 2022, will not change the Qualified Taxpayer for any parcel of real estate.

3. That for any Qualified Property for which delinquent real estate taxes are owed as of July 1, 2022, the amount of the credit otherwise due to the Qualified Taxpayer shall be reduced by the amount owed up to the full amount of the said credit.

4. That the one-time tax credit permitted hereunder will be derived from the fund balance of the City's General Fund, and adopted and appropriated as part of the City's 2023 Fiscal Year budget resolution(s)/ordinance(s).

5. That the City Manager and the City's Chief Financial Officer are authorized and directed to administer the requirements of this Ordinance and to ensure the requirements of this Ordinance are duly executed.

6. That this Ordinance shall be effective July 1, 2022.

Adopted: April 26, 2022

Certified: Alicia L. Finney
Clerk of Council

<u>RESOLUTION:</u> #R-22-026

BE IT RESOLVED that by two – thirds majority vote (five of seven) the FY 2023 Discretionary External Service Providers Budget of $80,485 proposed by the City Manager be adopted as part of the operating budget of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and said funds be appropriated:

<u>DISCRETIONARY</u>	
Amazement Square - Signal and Rail Car	$369
Central Virginia Alliance for Community Living	15,000
Central Virginia Community College Board (CVCC)	1,956
Downtown Lynchburg Association (DLA)	50,000
Virginia Legal Aid Society	13,160
TOTAL DISCRETIONARY	**<u>$80,485</u>**

Introduced: April 12, 2022 Adopted: April 26, 2022

Certified: Alicia L. Finney
Clerk of Council

RESOLUTION: #R-22-027

BE IT RESOLVED that by majority vote the FY 2023 budgets of the funds mentioned herein be adopted for the purposes herein mentioned and said funds be appropriated from the funds and resources of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

FLEET SERVICES FUND INCOME		FLEET SERVICES FUND EXPENDITURES	
Revenues	$11,909,428	Operations	$11,411,858
Use of (Additions to) Unassigned Fund Balance	0	Debt Service	497,570
Total	**$11,909,428**	**Total**	**$11,909,428**

AIRPORT FUND INCOME		AIRPORT FUND EXPENDITURES	
Revenue from Cost Centers	$4,473,083	Operations	$4,555,090
Interest and Other	55,000	Debt Service	103,515
Use of (Additions to) Unassigned Fund Balance	130,522	**Total**	**$4,658,605**
Total	**$4,658,605**		

WATER FUND INCOME		WATER FUND EXPENDITURES	
Charges for Service	$13,981,043	Operations	$12,193,999
Water Contracts (Amherst/Bedford/Campbell/Industrial)	2,192,970	Debt Service	3,404,650
Interest and Other	23,500	Transfer to Water Capital Fund	2,000,000
Use of (Additions to) Unassigned Fund Balance	1,401,136	**Total**	**$17,598,649**
Total	**$17,598,649**		

SEWER FUND INCOME		SEWER FUND EXPENDITURES	
Charges for Services	$23,060,219	Operations	$15,696,876
Sew er Contracts (Amherst/Bedford/Campbell/Industrial)	4,451,853	Debt Service	8,820,175
Interest and Other	36,295	Transfer to Sew er Capital Fund	3,300,000
Use of (Additions to) Unassigned Fund Balance	268,684	**Total**	**$27,817,051**
Total	**$27,817,051**		

STORMWATER FUND INCOME		STORMWATER FUND EXPENDITURES	
Charges for Services	$3,554,750	Operations	$3,649,728
State Categorical Aid	275,000	Debt Service	187,854
Interest and Other	8,000	Transfer to Stormw ater Capital Fund	270,000
Use of (Additions to) Unassigned Fund Balance	269,832	**Total**	**$4,107,582**
Total	**$4,107,582**		

CITY/FEDERAL/STATE AID FUND INCOME		CITY/FEDERAL/STATE AID FUND EXPENDITURES	
Revenue from the Federal Government	$2,280,713	Operations	$4,531,996
Revenue from the Commonw ealth	1,333,614	**Total**	**$4,531,996**
Other	691,165		
In-Kind	40,705		
Transfer from General Fund	185,799		
Total	**$4,531,996**		

COMMUNITY DEVELOPMENT BLOCK GRANT INCOME		COMMUNITY DEVELOPMENT BLOCK GRANT EXPENDITURES	
Federal Entitlement	$729,183	Operations	$729,183
Total	**$729,183**	**Total**	**$729,183**

CHILDREN'S SERVICES ACT FUND INCOME		CHILDREN'S SERVICES ACT FUND EXPENDITURES	
Miscellaneous	$48,700	Operations	$6,923,562
Contribution from the General Fund	2,039,543	**Total**	**$6,923,562**
Lynchburg City School Transfer	196,541		
Revenue from the Commonw ealth	4,638,778		
Total	**$6,923,562**		

HOME INVESTMENT TRUST FUND INCOME		HOME INVESTMENT TRUST FUND EXPENDITURES	
Federal Entitlement	$413,856	Operations	$413,856
Recaptured Funds	$0	**Total**	**$413,856**
Total	**$413,856**		

LYNCHBURG EXPRESSWAY APPEARANCE FUND (LEAF) INCOME		LYNCHBURG EXPRESSWAY APPEARANCE FUND (LEAF) EXPENDITURES	
Pledges/Donations	$0	Operations	$75,000
Use of (Additions to) Unassigned Fund Balance	75,000	**Total**	**$75,000**
Total	**$75,000**		

REGIONAL JUVENILE DETENTION CENTER FUND INCOME		REGIONAL JUVENILE DETENTION CENTER FUND EXPENDITURES	
Charges for Services	$1,473,278	Operations	$3,371,640
Intergovernmental	1,907,086	Debt Service	10,124
Miscellaneous	1,400	**Total**	**$3,381,764**
Total	**$3,381,764**		

RISK MANAGEMENT FUND INCOME		RISK MANAGEMENT FUND EXPENDITURES	
Charges for Services	$1,761,586	Operations	$342,688
Use of (Additions to) Unassigned Fund Balance	0	Insurance and Claims	1,418,898
Total	**$1,761,586**	**Total**	**$1,761,586**

SPECIAL WELFARE FUND INCOME		SPECIAL WELFARE FUND EXPENDITURES	
Donations and Restitutions	$128,300	Operations	$129,500
Interest	1,200	**Total**	**$129,500**
Use of (Additions to) Unassigned Fund Balance	0		
Total	**$129,500**		

TECHNOLOGY FUND INCOME		TECHNOLOGY FUND EXPENDITURES	
Use of Money and Property	$5,000	Operations	$643,536
Transfer from General Fund	430,282	Capital Outlay	255,000
Use of (Additions to) Unassigned Fund Balance	463,254	**Total**	**$898,536**
Total	**$898,536**		

Introduced: April 12, 2022 Adopted: April 26, 2022

Certified: Alicia L. Finney
Clerk of Council

RESOLUTION: #R-22-028

BE IT RESOLVED that by majority vote the FY 2023 - 2027 Capital Improvement Program is hereby adopted and the FY 2023 Capital Budget proposed by the City Manager is hereby adopted and said funds be appropriated from the funds and resources of the City of Lynchburg for the fiscal year beginning July 1, 2022 and ending June 30, 2023 in the total amount of $96,886,080 ~~$98,186,080~~ for the City Capital Projects Fund, $0 for the Schools Capital Projects Fund, $1,100,000 for the Airport Capital Projects Fund, $9,811,000 for the Water Capital Projects Fund, $65,330,000 for the Sewer Capital Projects Fund, and $3,857,100 for the Stormwater Capital Projects Fund.

Introduced: April 12, 2022 Adopted: April 26, 2022

Certified: Alicia L. Finney
Clerk of Council

RESOLUTION: #R-22-029

BE IT RESOLVED that by majority vote $50,000 of the FY 2023 Reserve for Contingencies funding is appropriated for use by the City Manager for the fiscal year beginning July 1, 2022 through June 30, 2023.

Introduced: April 12, 2022 Adopted: April 26, 2022

Certified: Alicia L. Finney
Clerk of Council

RESOLUTION: #R-22-030

BE IT RESOLVED that by majority vote in accordance with Section 58.1-3524 of the Code of Virginia, 1950, as amended, the personal property tax relief rate for the fiscal year beginning July 1, 2022 through June 30, 2023 shall be set at 36.86%.

Adopted: April 12, 2022

Certified: Alicia L. Finney
Clerk of Council

ORDINANCE: #O-22-031

AN ORDINANCE TO AMEND AND REENACT SECTIONS 16.3-5, 34-12.1, AND 39-54.1 OF THE CODE OF THE CITY OF LYNCHBURG, 1981, AS AMENDED, THE AMENDED SECTIONS RELATING TO WATER RATES, SEWER RATES, AND STORMWATER FEES IN THE CITY

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

1. That Section 16.3-5 of the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted as follows:

Sec. 16.3-5. Assessment of stormwater utility charge.

Adequate revenues shall be generated to provide for a balanced operating and capital improvement budget for the stormwater utility by setting sufficient levels of utility fees. Income from utility fees shall not exceed actual costs incurred in providing the services and facilities described in section 16.3-4. Utility fees shall be charged to owners or occupants of all developed property in the city.

(a) Single-family unit (SFU) ~~SFU~~ area established. The SFU ~~single-family unit (SFU)~~ area is hereby established to be 2,672 square feet of impervious surface area.

(b) The utility fee for each property shall be the SFU rate times the stormwater fee factor for each individual property.

(c) The SFU rate shall be ~~$4.00~~ $4.17 per month.

(d) The stormwater fee factor shall be as follows:

Property Type	Impervious Area on Property (in square feet)	Stormwater Fee Factor
Detached single-family residential	Less than 1,300	0.5
~~Detacted~~ Detached single-family residential	1,301 to 4,300	1.0
Detached single-family residential	Greater than 4,301	1.6
Duplex	0.5 per unit	
Triplex, Quadplex, and Mobile Homes	0.7 per unit	
Condominiums and Townhomes	0.33 per unit	
Apartments or 5 or more units and all nonresidential property	As defined in 16.3-5(e)	
Undeveloped property	0.0	

(e) The stormwater fee factor for apartment properties of five or more units and for all nonresidential properties shall be equal to the impervious area of the property in square feet divided by the SFU area of 2,672 square feet, rounded to the nearest 0.1, except that the minimum factor shall be 1.0. For example, a nonresidential property of 10,000 square feet of impervious area shall have a stormwater fee factor of 10,000 divided by 2,672, or a stormwater fee factor of 3.7.

(f) The utility fee for unoccupied developed property, both residential and nonresidential, shall be the same as that for occupied property of the same class.

2. That Section 34-12.1 of the Code of the City of Lynchburg, 1981, be and the same is 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 ~~$6.14~~ $7.22 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 ~~$49.35~~ $56.91. This rate is derived as follows: (monthly volume charge of ~~$6.14~~ $7.22 per h.c.f. by 7 h.c.f. plus a monthly service charge of $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 25,000 gallons per day and having biological oxygen demand and/or suspended solids concentrations in excess of normal wastewater.

The surcharge shall be as follows:

(1) For BOD concentrations in excess of 300 milligrams per liter (MG/l), $26.30 per 100 pounds.

(2) For suspended solids concentrations in excess of 400 milligrams per liter (MG/l), $28.50 per 100 pounds.

(3) Truck hauled wastes disposal charges for residential and restaurant wastes as defined in section 34-13 will be assessed at the following rates: $204.90 up to a limit of 2,500 gallons of capacity and $34.74 for each 500 gallons of capacity over 2,500 gallons. Truck hauled wastes for special contract holders shall be charged in accordance to the terms of the contracting agreement.

(d) Annually, the director of financial services shall compute the average of each residential customer's level of monthly water consumption in hundred cubic feet (h.c.f.) for the most recent period beginning with the first billing in November and ending with the second billing in April. By multiplying this monthly average by 1.25, a seasonal consumption limit for sewer billing shall be derived for each residential account. This limit will apply during the period for the first billing in May through the second billing in October. This adjustment shall apply only to residential bills and shall not apply to any customers using water for the purpose of manufacturing or for commercial or multifamily dwellings.

3. That Section 39-54.1 of the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted as follows:

Sec. 39-54.1. Schedule of water rates.

The monthly water rates for all consumers within the city shall be ~~$2.68~~ $2.77 per h.c.f. of water used.

There shall be, in addition to any other charge, a monthly service charge of $3.69 plus $4.00 per equivalent meter factor per meter for a total monthly service charge as shown in the following table.

Meter Size	Monthly Account Charge	Meter Factor	Fee per Equivalent Meter Factor	Fee per Meter	Total Monthly Service Charge
⅝"	$3.69	1.0	$4.00	$2.00	$7.69
¾"	$3.69	1.5	$4.00	$3.00	$9.69
1"	$3.69	2.5	$4.00	$5.00	$13.69
1½"	$3.69	5.0	$4.00	$10.00	$23.69
2"	$3.69	8.0	$4.00	$16.00	$35.69
3"	$3.69	15.0	$4.00	$30.00	$63.69
4"	$3.69	30.0	$4.00	$60.00	$123.69
6"	$3.69	60.0	$4.00	$120.00	$243.69
8"	$3.69	90.0	$4.00	$180.00	$363.69
10"	$3.69	150.0	$4.00	$300.00	$603.69

4. That this Ordinance shall be effective on July 1, 2022.

Adopted: April 12, 2022

Certified: Alicia L. Finney

Clerk of Council