

COUNTY
OF
NEW
KENT

Department of Planning and
Community Development

MEMORANDUM

TO: The Members of the Airport Advisory Commission

FROM: Lee J. Tyson, AACP
Planner

DATE: July 15, 1996

SUBJECT: July 22, 1996 Meeting Notice

Please be reminded that the New Kent County Airport Advisory Commission will meet on Monday, July 22, 1996, beginning at 7:00 p.m., at the New Kent County Airport.

Attached is an agenda for the meeting.

If you have any questions, or need additional information, please feel free to contact me. My telephone number is 966-9690.

/ljt
AAC.796

NEW KENT COUNTY
AIRPORT ADVISORY COMMISSION
JULY 22, 1996 MEETING
AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES
- IV. UNFINISHED BUSINESS
- V. NEW BUSINESS
- VI. ADJOURN

INTEROFFICE MEMORANDUM

To: Lee J. Tyson, AICP
Planner

From: J. Lawrence Gallaher, CPCA, CEM
Director of Public Safety

Date: August 7, 1996

Subject: Monthly Reports - New Kent Airport



Lee:

Please find attached copies of the monthly reports for May and June for the New Kent County Airport. Please distribute these to the Airport Commission.

If you have any questions or comments, please feel free to contact me.

JLG

JLG/jah

Attachments:

✓ C: R. Joseph Emerson, Jr., AICP, County Administrator

FROM THE DESK OF ...
J. LAWRENCE GALLAHER, CPCA, CEM
DIRECTOR OF PUBLIC SAFETY
COUNTY OF NEW KENT
P.O. BOX 50
NEW KENT, VIRGINIA 23124
804-966-9680

NEW KENT AIRPORT

MAY REPORT

1996

For the month of May, the airport had a very successful month. Funds collected at the airport totaled \$4,085.27. The number of based aircraft reached 38, up from a low of 26 in 1993. Also, 43 aircraft visited New Kent County during the month.

Highlighting the month was Young Eagles Day on May 18. Over 50 kids age 8 to 18 had the opportunity to fly free of charge courtesy of EAA Chapter 231. Over 160 people attended the event. Many thanks to the following people who made the event a success!

Lonzo & Patsy Cornett

Jack Simons

Bob Haurand

David Tyndall

Scott Gross

Ed Madison

Henry Lackey

General Al Washington

Monica Horne and Brian Washington, our part timers, who stayed late and made sure everything ran smoothly.

Rudy Pope and Waller McCracken of Partridge Hill Farm who furnished a wonderful spread of barbecue and ribs.

Askews Decorating for promotional assistance

Hawthorne Cleaners for promotional assistance

Chickahominy YMCA for promotional assistance

Mike Vunck for help with the ads

Insty Prints for printing

(By the way, NO county monies were used for promoting this event)

Also on May 18th, the county was the site for the annual races at Marengo. Duane Goss and I flew a photo operation over the site and took pictures for the promoters, who would use them for both advertising and traffic planning purposes.

Rusty Harrington

NEW KENT AIRPORT

JUNE REPORT

1996

The month of June was very busy at New Kent County Airport. Revenues collected at the airport totaled \$4,686.63. The total number of aircraft based at New Kent rose by 3 to a total of 41. Meanwhile, 57 aircraft visited New Kent during the month.

On June 1 the airport was visited by Ken Weigand, Director of the Virginia Department of Aviation and Jim Bland, Manager, DOAV Airport Services Section. They toured the field and were most impressed with our operation. They graciously offered their services and told us to keep up the good work. One concern was the state of our runway and they pointed out the potential problems they saw.

On June 19, I attended the bi-monthly meeting of the Virginia Aviation Board.

Later in the month, we had more problems with the lights. Some one had stolen the globes off of the western end REIL lights, and lightning struck and disabled the beacon. We are in the process of getting these repaired.

Rusty Harrington

AIRPORT ADVISORY COMMISSION AGENDA

AUGUST 26, 1996

7:00 P.M.

NEW KENT COUNTY AIRPORT

1. CALL TO ORDER
2. ROLL CALL/DETERMINATION OF QUORUM
3. APPROVAL OF MINUTES
4. NEW BUSINESS
 - A. AIRPORT MANAGERS REPORT
 - B. FREEDOM OF INFORMATION ACT MEETING REQUIREMENTS
 - C. NEW KENT COUNTY PROPERTY LEASING REQUIREMENTS
 - D. AIRPORT FBO REQUESTS FOR PROPOSALS
 - E. REVIEW COMMISSION MISSION STATEMENT
5. MEETING SCHEDULE
6. ADJOURNMENT

Meeting Summary
New Kent County Airport Advisor Committee
July 22, 1996

CALL TO ORDER

The July 22, 1996 meeting of the New Kent County Airport Advisory Committee was called to order at 7:10 PM at the New Kent County Airport. Members present were:

Mr. Felts
Mr. Shutz
Ms. Snyder
Mr. Lipscomb
Mr. Goss

New Kent County Staff present were:

Mr. Maloney, Director of Planning/Assistant County Administrator
Mr. Gallaher, Director of Public Safety
Mr. Harrington, Airport Manager

APPROVAL OF MINUTES

The Committee approved the minutes from the June 24, 1996 meeting.

UNFINISHED BUSINESS

The first order of business was discussion and action regarding the proposal from the Flyers Club to utilize the old terminal building. Mr. Jack Simmons presented to the Committee the proposal from the Flyers Club to utilize the space. Ms. Snyder stated she felt that any proposal for any aspect of airport operations should be part of a larger long term plan for the operation and management of the airport. She felt it was premature for the Committee to act on such a proposal.

Staff concurred with Ms. Snyder's assessment. Other Committee members, however, felt that it was important for any activity to begin occurring on the airport property, and felt that the use of the terminal building by the flyers club would spawn additional activity at the airport.

In response to comments regarding the County's financial position at the airport, Mr. Maloney presented historical financial information to the Committee. The information indicated that the airport had been operated by the county at a net loss to the county for a number of years.

A long discussion regarding the operational capabilities of the airport ensued, with members of the public asking questions and commenting on the Committee and staff remarks.

Mr. Lipsomb made a motion that the Committee forward the Flyers Club proposal to the Board of Supervisors for its consideration. Again, a lengthy discussion ensued regarding the longer term operation of the airport, and Ms. Snyder reiterated her previously voiced concerns. Mr. Simmons responded by stating the Board wanted the Committee to act as soon as possible, and any further delay would be contrary to the Board's wishes.

Following the discussion, the members voted as follows to recommend the proposal to the Board of Supervisors:

Mr. Felts	Aye
Mr. Shutz	Aye
Ms. Snyder	Nay
Mr. Lipscomb	Yea
Mr. Goss	Yea

The motion passed.

The next item of discussion concerned the proposal prepared by Mr. Jack Simmons regarding the hanger lease/rent arrangement. Mr. Simmons read the proposal verbatim, and again, there was considerable discussion from the Committee members. Again, the public also provided input to the discussion. No formal action was taken by the Committee.

ADJOURNMENT

The next meeting was scheduled for 7:00 PM, August 26 at the New Kent County Airport. The meeting adjourned at 9:15 PM.

Respectfully Submitted
David P. Maloney, AICP
Director of Planning/Assistant County Administrator

INTEROFFICE MEMORANDUM

To: Lee J. Tyson, AICP
Planner

From: J. Lawrence Gallaher, CPCA, CEM
Director of Public Safety



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C: R. Joseph Emerson, Jr., AICP, County Administrator

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Rusty Harrington

**COUNTY
OF
NEW
KENT**

August 15, 1996

Office of the County Attorney

Philip Feltz, Chairman
Airport Advisory Commission
10001 Tunstall Road
New Kent VA 23124

Dear Mr. Feltz:

You requested that I supply to you and the Airport Advisory Commission members in writing, answers to the following questions:

1. Our meetings are set for the fourth Monday of each month; however, if we had to meet more often than that, how does the Commission set a work session? If the Commission decides to call a "special meeting", how do we let the citizens of New Kent know about it?

As we discussed, the Airport Advisory Commission is subject to the provisions of the Virginia Freedom of Information Act, a copy of which is attached to this letter. The Act requires the public body to give written notice of every meeting to any citizen, including news media representatives, who have made a written request to receive notice. The public body may require these requests to be updated annually. The Act itself does not require newspaper publication of a notice of meeting as long as the individuals who have actually requested notice of meetings are notified. By notifying these individuals, the public body has complied with the Act unless there was some special statute that establishes some other publication of scheduled public hearings for specific actions.

As we discussed I suggested to you that the Airport Advisory Commission conduct its meeting on the fourth Monday of each month as established, and should any need arise for special meetings, that they are scheduled at that regular meeting. I also suggested to you that the Act requires you to send notice to anyone who asks for notice of the meetings, but that it also may be appropriate to notify the press of any special meetings and post a notice of that

Phillip Feltz, Chairman

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special meeting on the bulletin board at the airport. I also suggest that a written schedule of the Commission's regular meetings be placed on that bulletin board.

As we discussed, the staff of the County is available to assist the Airport Advisory Commission in the conduct of its duties and will be happy to assist you in appropriate notices for meetings as well as notices to the Airport Advisory Commission members themselves.

There is no specific requirement in the Code of Virginia for special meetings of an advisory board as to who can call those meetings and for what reason. You may wish to address that in your bylaws, however, normally a Chairman can call a special meeting at his own request or at the request of any member. I discourage special meetings and encourage that you conduct your business in your regular scheduled meeting so that any interested citizen will be assured of knowledge of when the Commission is meeting.

2. Are members of the Commission allowed to get together, unofficially or officially, or do the same rules apply to us as apply to members of the Board of Supervisors? Suppose we want to have lunch or meet with interested pilots or citizens, how many Commission members can attend such a luncheon.

The Act clearly provides that any gathering of more than two members of the public body is a meeting if the members are discussing the public body's business. If the public body has only three or fewer members, then any discussion between two of them is a meeting covered by the Act. Work sessions, retreats, and similar informal sessions are open meetings if the public body's business will be discussed. As far as social events attended by members of the public body the Act specifically states that a gathering of two or more members of a public body at such functions is not unlawful as long as no part of the event involves a discussion of public business and the gathering was not planned for that purpose. A meeting of two members is considered a meeting under the Act if the two members have been appointed as a committee or subcommittee by the public body.

3. Could you please provide us with copies of the Virginia Freedom of Information Act. We assume that we must comply with that Act.

I attach to this letter a copy of the Freedom of Information

Phillip Feltz, Chairman

Page 3

Act and a copy of the Virginia Conflict of Interest Act. I have instructed my secretary to send a copy of these documents to every Board or Commission member in the future as they are appointed to any public entity.

4. The Directive given to the Airport Commission states its main directive is to "assist and advise the New Kent Board of Supervisors in aviation-related matters." It further states that "The primary desires of the Commission are to promote the airport for the use and enjoyment of the entire community and especially citizens interested in using aviation assets." We are to, "exert most if its efforts toward airport promotion..." Also "take on as its major task in the immediate future the review and comment on the Airport Planning Study to be initiated over the next 12 months." May we respectfully request that staff rewrite the Directive, for presentation to the Board of Supervisors, to better reflect the current situation.

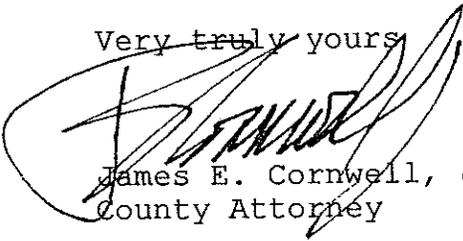
You have discussed this matter with David Maloney, the staff member assigned to the Airport Advisory Commission. I believe that he will be taking this matter up with the County Administrator.

5. Since we seem to be operating "off the cuff", would it be helpful for us to have a set of bylaws? If so, do you have a sample set that we might us to adopt ours?

You certainly may adopt a set of bylaws. I enclose with this letter a copy of the bylaws adopted by the Board of Supervisors that you may want to use to assist you. You may wish to determine whether other airport authorities or commissions have bylaws. You could contact the Dinwiddie Airport Authority in Petersburg who may be of assistance to you on this matter.

Hope this has answered your inquiries. I would be happy to further discuss this matter with you or any member of the Commission.

Very truly yours



James E. Cornwell, Jr.
County Attorney

JECJr/bgo

Encls.

c: Airport Commission Members

BYLAWS
BOARD OF SUPERVISORS
NEW KENT COUNTY

ADOPTED
February 8, 1993
Readopted: May 9, 1994
Amended and Readopted: February 13, 1995
Amended and Readopted April 9, 1996

August 2, 1996
15801 Fern Lake Drive
Lanexa, VA 23089

Mr. James E. Cornwell, Jr.
County Attorney
New Kent County
P. O. Box 50
New Kent, VA 23124

Dear Mr. Cornwell:

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5. Since we seem to be operating "off the cuff", would it be helpful for us to have a set of by-laws? If so, do you have a sample set that we might use to adopt ours?

Thank you very much for your cooperation.

cc: D.Maloney/J. Emerson

Philip Feltz Brenda L. "Sam" Snyder

BYLAWS
BOARD OF SUPERVISORS
NEW KENT COUNTY

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ARTICLE I

OFFICERS AND THEIR SELECTION

- A. The Officers of the Board of Supervisors shall consist of a Chairman and Vice Chairman, each of whom shall serve for a term of one (1) year.
- B. Nomination of Officers shall be made from the Board at the first meeting of each calendar year. Election of Officers shall follow immediately.

ARTICLE II
DUTIES OF OFFICERS

A. The Chairman shall:

- (1) Preside at all meetings;
- (2) Make committee appointments;
- (3) Work closely with the County Administrator on day to day matters and approve the agenda for all meetings;
- (4) Serve on all standing committees of the Board;
- (5) Carry out such other duties as assigned by the Board.

B. The Vice Chairman shall act in the absence or inability of the Chairman to act.

ARTICLE III

AGENDA PREPARATION POLICY

- A. The County Administrator shall prepare an agenda for each regular meeting of the Board of Supervisors. Copies of the agenda shall be made available at the office of the County Administrator for each Supervisor and for members of the News Media serving the County not later than Noon on the Monday preceding the meeting to which it relates.

- B. Supervisors and others may submit to the County Administrator items for the agenda at any time prior to Noon Monday Two (2) weeks preceding the regular meeting to which such item relates. All agenda items shall be approved by the Chairman.

ARTICLE IV

MEETINGS

- A. The time and place of Board Meetings shall be set from time to time by resolution of the Board in conformance with State Law.
- B. Minutes from the previous month's meeting shall be delivered to the Board members with the agenda prior to the first meeting of the month. Unless requested by a Board member, the minutes will not be read and will be approved upon motion and vote of the Board.
- C. ORDER OF BUSINESS

- (1) Executive session (if necessary)
- (2) Call to order
- (3) Invocation
- (4) Roll Call
- (5) Approval of minutes and consent agenda
- (6) Citizens comment period *
- (7) Elected official's reports
- (8) Staff reports
- (9) Unfinished business
- (10) New business
- (11) Adjourn

The Chairman has the authority to alter this order of business if he deems it necessary. The Board will go into executive session prior to 7:00 p.m.

*Citizens comment period shall be limited to fifteen (15) minutes, unless such time period is waived by a majority vote by the Board.

D. QUORUM AND METHOD OF VOTING

A majority of the members of the Board of Supervisors shall constitute a quorum of the Board. All questions submitted to the Board for decision shall be determined by a viva voce vote of a majority of the supervisors voting on any such questions, unless otherwise provided by law. The name of each member voting and how he or she voted must be recorded.

E. PROCEDURE FOR ROLL CALL OF BOARD MEMBERS

- (1) The Chairman of the Board of Supervisors shall cast the

last vote.

- (2) The Members of the Board of Supervisors shall cast votes in district order on a rotating basis.

All motions shall be restated by the County Administrator/Secretary before a vote is taken and the result of the vote shall be announced following each vote.

F. GENERAL RULES OF PROCEDURE

- (1) The proceedings of the Board, except as otherwise specifically provided in these bylaws and by applicable State law, shall be governed by Robert's Rules of Order except that no second shall be required on any motion.
- (2) An appeal may be taken by any member from a ruling of the chair. A majority vote of those members present shall determine any appeal.
- (3) The Chairman shall be permitted to make motions and vote on all questions.
- (4) When any Board member determines, prior to the calling of any issue before the Board, that he, because of conflict or otherwise, will abstain from voting on such issue, he shall announce such intention at the time the issue comes before the Board and shall not participate in the discussion on such issue or question.

G. MEMBER ABSENTING HIMSELF FROM MEETING PRIOR TO ADJOURNMENT

After the name of any member of the Board has been recorded as present at any meeting of the Board, he shall not absent himself previous to adjournment unless by consent of the Board.

H. BOARD TO SIT WITH OPEN DOORS

The Board of Supervisors shall sit with open doors and all persons conducting themselves in an orderly manner may attend the meetings; however, the Board may hold executive sessions as permitted by law and when deemed necessary by a majority vote of the Board.

I. CITIZENS COMMENT PERIOD

- (1) All citizens desiring to speak during the citizens comment period must sign the register located at the

rear of the Board Room during the Board Meeting and briefly state the subject to be addressed.

- (2) Immediately prior to the comment period the Chairman will receive the register of names from the Secretary.
- (3) The Chairman will call each individual to the podium in the order in which they have signed the register.
- (4) Each speaker shall be allowed five (5) minutes for comments to the Board.
- (5) All items presented during citizens comment period will be taken under advisement by the Board of Supervisors. The Board will take no action on items brought to the attention of the Board during citizens comment period, unless such action is taken in accordance with Article V of these bylaws.

J.

- (1) When any person, including Board Members, speaks to the Board, he shall address the Chair and shall confine himself strictly to the question before the Board.
- (2) No person in attendance at a meeting of the Board shall be permitted to address the Board while members are considering any motion, resolution or ordinance preliminary to a vote on the same, except at the discretion of the Chair.

The following guidelines shall be followed for comment addressed to specific agenda items:

- (a) In order to prevent obvious questions from consuming Board Meeting time, the Chairman will give a brief explanation of each agenda item prior to opening the floor for citizens comments.
- (b) Persons desiring to speak on an agenda item may do so by gaining permission from the Chair. Prior to the consideration of an agenda item, the Chairman will call each of those who wish to speak to that item to the podium located at the front of the Board Room to make their comments. Each speaker will be limited to three (3) minutes at the podium.
- (c) Citizens must restrict their comments to that particular agenda item that is currently before the Board and comments on any other item will be deemed to be out of order. Any Board Member may call for a

point or order requiring a ruling by the Chairman on the propriety of the remarks being made by the citizen. Citizens will be allowed to speak only once on any particular agenda item.

- (d) No Board Member shall address any such speaker without first addressing the Chair and obtaining permission to respond. All comments by the citizens should be addressed to the Chairman.

ARTICLE V

PROCEDURE FOR DEALING WITH ITEMS NOT ON THE AGENDA

- A. All matters not on the agenda must be raised during citizens comment period. Any matter not on the agenda shall not be considered except at the discretion of the Chairman. Any matter not listed on the agenda shall not be acted upon over the objection of any three members present.
- B. For any special meeting, the business to be discussed shall be stated in the call for such meeting. The Chairman or Administrator shall prepare a written agenda listing all items to be considered for every special meeting. No other business shall be discussed or acted upon over the objection of any member present.

ARTICLE VI
PUBLIC HEARINGS

- A. All public hearings will be advertised to begin at ~~8:00~~ 7:00 p.m. during the regular Board Meeting and will be conducted as soon thereafter as the Board's agenda may allow. Public hearings may be postponed, continued or cancelled in the discretion of the Board.
- B. In addition to those required by law, the Board at its discretion may hold public hearings when it decides that a hearing will be in the public interest.
- C. All public hearings, whether required or not, will be advertised according to State law unless otherwise directed by the Board.
- D. The case before the Board shall be summarized by the Chairman. Interested parties wishing to speak must sign the register at the rear of the room prior to the start of the hearing. Each person wishing to speak will be called to the podium by the Chairman and must state his or her name and address for the record. Each speaker shall be limited to five (5) minutes, unless waived by the Board.
- E. Board Member shall limit their comments in public hearings to insure participation by the public without Board interference.

ARTICLE VII

APPOINTMENT OF COMMITTEES

- A. The Chairman of the Board of Supervisors shall appoint committee members to any permanent or temporary committee established by the Board. The Chairman shall make his committee appointments within thirty (30) days of passage by the Board of Supervisors of a resolution creating a committee. The following standing committees are hereby established by these bylaws:
- (1) Finance Committee
 - (2) Public Safety Committee
 - (3) School Board Liaison Committee
 - (4) Legal Affairs Committee
 - (5) Personnel Policy and Management Committee
 - (6) Water Resources Committee
- B. Appointments to other commissions and boards shall be approved by vote of the entire Board. Whenever possible, membership on such bodies shall be proportional by election districts. Vacancies will be filled by persons from the same districts. An individual who moves from a district to another district during his term of office shall remain in office until the expiration of his term. If any board or commission contains an odd number of members, then district under representation shall be on a rotating basis.

ARTICLE VIII

PROCEDURES FOR FINANCIAL CONTROL

- A. Annual appropriations shall be subject to the following method of internal control:
- (1) The Board of Supervisors may make annual appropriations for the purpose of limiting the normal operating expenditures of the County.
 - (2) The County Administrator shall have the authority to transfer appropriations by line item within major categories, except for salary line items. All transfers are to be reported to the Board on a monthly basis.
 - (3) The County Administrator will not have the authority to transfer appropriations between major categories.
 - (4) The County Administrator will report to the Board in summary form all revenues and expenditures on a monthly basis.
 - (5) The County Administrator will report to all County Officers, by line items, expenditures every two months.
- B. All normal operating expenditures of the County shall be processed in the following manner:
- (1) All bills or invoices will be approved by the appropriate department head or constitutional officer, and received by the County Administrator.
 - (2) Checks and a check register will be prepared by the County Administrator's office.
 - (3) All bills, invoices, checks and check register will be presented to the Chairman of the Board of Supervisors for review and approval.
 - (4) Upon approval, the Chairman will sign all checks and initial the check register.
 - (5) All bills, invoices, checks and check register will be reviewed by the County Administrator for approval.
 - (6) Upon approval, the County Administrator will sign all checks and initial the check register, bills and invoices.

- (7) The checks and check register will be presented to the Treasurer for review and approval.
 - (8) Upon approval, the Treasurer will sign all checks and keep one copy of the check register for the record.
 - (9) The checks will be distributed, as appropriate, by the County Administrator's office.
- C. The Treasurer will submit a monthly report of financial condition on forms provided by the Board of Supervisors. The Board will consider approval of the report monthly.

ARTICLE IX

DUTIES OF THE COUNTY ADMINISTRATOR

The County Administrator shall:

- A. Prepare the agenda for each meeting and submit it to the Chairman for approval in conformance with the agenda preparation procedure outlined in these bylaws.
- B. Keep a written record of all business transacted by the Board.
- C. Administer the financial control procedures of the County as set forth in these bylaws.
- D. Advise and inform the Board on all matters affecting County government.
- E. Execute all formal documents authorized by the Board of Supervisors.
- F. Provide and supervise all staff services directly under the control of the Board of Supervisors.
- G. The County Administrator shall be responsible for the employment of all County employees under the control of the Board of Supervisors other than department heads. He shall be responsible for disciplining all County employees and shall have the authority to terminate the employment of all employees other than department heads. He shall make necessary recommendations from time to time as to the employment or termination of department heads.
- H. Prepare an annual operating budget for the County government in accordance with guidelines established by the State auditor's office for approval by the Board of Supervisors. He shall be responsible for maintaining adequate financial and accounting records on all County business under his control.
- I. Serve as Emergency Services Coordinator for the County, only if the Board of Supervisors has not chosen to designate another County employee to fill this position.
- J. Serve as the Board's representative in all circumstances where the Chairman, Vice Chairman, or a majority of the

Board Members are not available.

- K. Perform all other duties delegated by the Board as required by law.

ARTICLE X

AMENDMENTS

The bylaws may be amended by a recorded majority vote of the entire membership of the Board after thirty (30) days prior written notice.

**COUNTY
OF
NEW
KENT**

Office of the County Attorney

M E M O R A N D U M

TO : DAVID P. MALONEY, DIRECTOR OF PLANNING
FROM : JAMES E. CORNWELL, JR., COUNTY ATTORNEY
DATE : AUGUST 15, 1996
RE : LEASE OF COUNTY PROPERTY

Dear David:

You have requested that I supply you with information pertaining to the legal requirements for leasing County property including requirements for leasing portions of the New Kent County Airport.

I enclose with this letter a copy of Section 15.1-261.1 of the Code of Virginia, which talks about the leasing of improved or unimproved lands owned by the County. You will see from that statute that the governing body has to hold a public hearing after giving at least seven days notice by publication in a newspaper. As you also see, the lease agreement has to contain a provision that all improvements erected thereon shall revert to the County and be free of any encumbrance at the time of such reversion.

Insofar as the actual terms of the lease agreement, it would appear to me that general matters relating to commercial leases would be appropriate. This would include provisions relating to the amount of rent, the term of the lease, whether the rent is adjustable for the consumer price index, who does improvements on the property and who pays for such improvements, who covers the premises with insurance, who is responsible for maintenance on the premises including normal maintenance and extraordinary maintenance such as roof repair and other structural repair, whether the lease

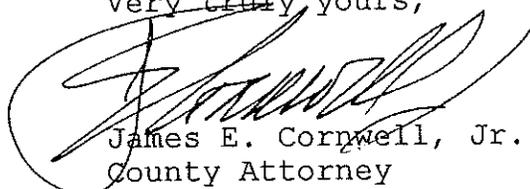
David P. Maloney
August 15, 1996
Page 2

can be assigned or the property subletted, what signs can be put on the property and what permanent items can be placed on the property, what happens in case the property is destroyed by fire, the right of the landlord to inspect the property, any restrictions on use of the property such as hours of operation or alcoholic beverage consumption, etc. All of these matters would have to be considered and negotiated as part of the lease agreement.

You have also asked me to consider the Public Procurement Act in relationship to the lease agreement. It is my opinion that property can be leased by the County without compliance with the Public Procurement Act since it is the use of County owned real property and not a contract for acquisition of services or property as provided by the Procurement Act. However, many jurisdictions put out Requests for Proposals to lease real property in order that they may gauge the desire of parties to rent their property without the appearance that they are entering into particular relationship without giving all persons an opportunity to know about the lease and make a proposal concerning the same.

I hope this letter has answered your questions and I would be happy to discuss this matter with you further.

Very truly yours,



James E. Cornwell, Jr.
County Attorney

JECJr/bgo
Encls.

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§ 15.1-261.1 BUILDINGS, MONUMENTS AND LANDS GENERALLY § 15.1-262

CHAPTER 8.

BUILDINGS, MONUMENTS AND LANDS GENERALLY.

Sec.	Sec.
15.1-261.1. Leasing county land.	15.1-291. Liability of counties, cities, and towns in the operation of recreational facilities.
15.1-262. Purchase, sale, etc., of real property.	
15.1-264, 15.1-265. [Repealed.]	

§ 15.1-261.1. **Leasing county land.** -- The governing body of any county, in its discretion, may lease to any responsible person, firm or corporation any improved or unimproved lands owned or held by such county for any lawful purpose provided such governing body shall first hold a public hearing after giving at least seven days' notice thereof in a newspaper having general circulation in the county. The terms and provisions of any such lease shall be prescribed by the governing body, provided that any such lease shall contain a clause to the effect that at the termination of such lease it shall not be renewed if required for any of the purposes mentioned in § 15.1-258, and that upon termination, all improvements erected thereon shall revert to the county and shall be free from any encumbrance at the time of such reversion. All moneys received by such county under this section shall be paid into the treasury of such county. The provision of this section requiring the holding of a public hearing shall not apply to the leasing of such land to another public body, political subdivision or authority of the Commonwealth. (1970, c. 375; 1986, c. 477; 1991, c. 57.)

The 1991 amendment substituted "seven days' notice" for "fifteen days' notice" in the first sentence.

Twenty-year waste disposal lease not unconstitutional barter of powers. County's 20-year lease with waste management firm was not unreasonable or an unconstitutional bartering away of the county's legislative powers. This section authorizes a county to execute a lease after a public hearing and to prescribe

the terms and provisions of the lease. When the General Assembly has made such an express grant of power to a county without prescribing the method of execution, the county is permitted to utilize its discretionary authority in exercising the granted power, provided the selected method is reasonable. *Concerned Residents v. Board of Supvrs.*, 248 Va. 488, 449 S.E.2d 787 (1994).

§ 15.1-262. **Purchase, sale, etc., of real property.** — The governing body of the county shall have power to sell, at public or private sale, or exchange, lease, mortgage, pledge, subordinate interest in or otherwise dispose of the real property, which includes the superjacent airspace (except airspace provided for in § 15.1-376.1) which may be subdivided and conveyed separate from the subjacent land surface, of the county; to purchase any real estate as may be necessary for the erection of all necessary county buildings; to provide a suitable farm as a place of general reception for the poor of the county; provided that no such land shall be disposed of unless and until the governing body has held a public hearing thereon concerning such disposal thereof. The provisions of this section shall not apply to the vacation of public interests in real property under the provisions of Article 7 (§ 15.1-465 et seq.) and 8 (§ 15.1-486 et seq.) of Chapter 11 of this title.

The governing body of the county shall have the power to acquire by purchase, gift, devise, bequest, grant, lease, or otherwise title to, or any interests or rights of less than fee-simple title in, any real property within its jurisdiction, for any public purposes, including, but not limited to, those purposes set forth elsewhere in this chapter.

This section shall not be construed to deprive the judge of the right to control the use of the courthouse of the county during the term of his court therein.

REQUEST FOR PROPOSALS
FIXED BASE OPERATIONS
NEW KENT COUNTY AIRPORT
QUINTON VIRGINIA
NOVEMBER 8, 1994

You are invited to submit proposals to operate as a fixed base operator at New Kent County Airport, a municipal facility located at Quinton, Virginia. Such proposals shall be subject to, and contain that information as set forth in the "Proposal Requirements for Fixed Base Operator" available from the Office of the County Attorney of New Kent County. Six (6) copies of your submittal marked, "A Proposal for Fixed Base Operations - New Kent County Airport" must be received no later than 3:00 p.m. on January 31, 1995 by:

R. J. EMERSON, JR., AICP
COUNTY ADMINISTRATOR
COUNTY OF NEW KENT
P.O. BOX 50
NEW KENT VA 23124

An inspection of the airport facilities will be scheduled in January of 1995 upon a showing of sufficient interest. Please contact the above office if you wish to participate.

Time is of the essence and any proposal received after the above time and date, whether by mail or otherwise, will be returned unopened. The County reserves the right to accept or reject any or all proposals submitted.

Sincerely,

James E. Cornwell, Jr.
Special Counsel

JECJR/bgo
Encls

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PROPOSAL REQUIREMENTS FOR FIXED BASE OPERATOR
NEW KENT COUNTY AIRPORT

I. Background and Description

- A. The New Kent County Airport is located in New Kent County, Virginia, and is approximately eighteen (18) miles east of the City of Richmond, the State Capitol, and approximately ten (10) miles from the site of Colonial Downs Racetrack and the Legends Golf Course. The County has a land area of 221 square miles and a current population of approximately 11,500. The population of the County has dramatically increased in the past decade and is continuing to grow at a rapid rate. The County is considered a part of the Richmond Region which has a total population of approximately 650,000. Interstate Route 64 bisects the County as it connects Richmond and points west with the Hampton Roads area. Interstate Route 295 passes approximately eight (8) miles west of the Airport. The Airport is located adjacent to Interstate 64 but the nearest exit is approximately four (4) miles distant.
- B. New Kent Airport, a general aviation facility, was originally constructed as a private facility in 1955 and consisted of 1,200 feet of graded turf runway. The runway was later lengthened and paved and the current runway is 3,600 x 75 feet. The property was acquired by New Kent County in 1974 and a development program was initiated. A sketch showing the existing facility is enclosed as Appendix 1.
- C. The County has the following goals for future development at the New Kent Airport:
1. Maintain an active general aviation program.
 2. Improve hangar and operational facilities.
 3. Aggressively seek to attract new aeronautical activity to the airport.
 4. Attract both itinerate and based corporate use of the facility.
 5. Provide an aviation facility which will be a contributing factor in the County's efforts to become more attractive as a location for industry.
- D. The following is a brief description of the facility.
1. Geographic Information:
 - a. Latitude 37° 30' 19" N, Longitude 77° 07' 53" W.

- b. 99° Radial Richmond VOR (114.1 RIC) at 9.3 NM.
 - c. 18 miles east of Downtown Richmond, Virginia.
 - d. Runway 10/28 at 115 feet MSL.
 - e. Normal maximum mean temperature - 78° F.
2. Runway Facility Information:
- a. 3600' x 75' paved asphalt surface runway built to General Utility standards.
 - b. MIRL, rotating beacon and wind cone.
 - c. Full paved parallel taxiway.
 - d. Currently have approximately 50 based aircraft.
 - e. Airport in both the NASP and VATSP with annual operations listed at 25,000 (on existing 3600' x 75' runway).
3. Existing Facilities:
- a. Main operation building (approximately 10,000 square feet) which includes maintenance hangar, lobby and office and parking area.
 - b. UNICOM on 122.8 MHz.
 - c. One 10,000 gallon in-ground AVGAS capacity tank with fuel pump.
 - d. Four T-hangars (concrete pad, steel truss, aluminum siding, no heat or electricity).
 - i) One - 4 space (30' x 32') open hangar, no partitions and no doors.
 - ii) One - 6 space (32' x 30') with partitions and lockable doors.
 - iii) One - 7 space (34' x 30') with partitions and lockable doors.
 - iv) One - 16 space open hangar.
 - e. Former operations building (masonry construction).
 - f. Attached to the former operations building is a metal unheated aircraft storage hangar (48' x 36') with rolling doors which has 110 electrical service.
 - g. Tie-down area for approximately 50 planes.
 - h. Farmhouse (approximately 1,500 square feet).
- E. The existing FBO lease at the Airport expires on December

31, 1994. The following services are currently offered:

1. Fuel and oil sales.
2. Flight instruction.
3. Aircraft sales and maintenance.
4. Aircraft rental.
5. Charter operations.
6. Aircraft storage (inside and outside).

II. Scope of Operations

- A. It is the intent of this request for proposals to obtain a full service fixed base operator at New Kent Airport.
- B. A copy of the current Rules, Regulations and Minimum Standards for Fixed Base Operators is provided as Appendix A of the Preliminary Draft of the FBO Services and Lease Agreement. These standards are currently under review and may be adjusted after consultation with the FBO selected. The actual agreement as to the length of term, rental provisions, and other special provisions will be negotiated. Offerers should be aware that the County intends to retain many of the other terms and conditions of this lease.
- C. Subject to negotiation, the fixed base operator selected must provide the following services in accordance with the Rules, Regulations and Minimum Standards under Section 10.2 and including the following:
 1. Line Services -
 2. Maintain existing AVGAS storage and pumping facilities.
 3. Flight Instruction and Ground School Classrooms.
 - a. In accordance with Section 10.2 of the Rules, Regulationna and Minimum Standards.
 - b. Must employ on a full or part-time basis an FAA CFI for purposes of student training.
 4. Aircraft Maintenance Services -
 - a. Must have at least one full-time certified A&P mechanic on the payroll.
 - b. Must be capable of removing damaged aircraft from active runways and taxi areas as soon as accident investigation allows.
 5. Agricultural Aviation Support -
 - a. Must provide access for the loading of agricultural crop dusting chemicals from vehicles to aircraft.

- b. Must insure that areas mentioned above be cleaned of all noxious materials by the end of each operation.
6. Aircraft Charter Operations and Aircraft Rental -
- a. In accordance with Section 10.2 of the Rules, Regulations and Minimum Standards.
 - b. Must have available at least two rental aircraft, one of which must be a two-place trainer and one must be a four-place utility aircraft, the power plant of which is not less than 150 HP.
 - c. Must provide rental for flight instruction, sight-seeing and business use.
7. Administration Area -
- a. Provide and maintain administration area, including flight planning area and visitor and passenger waiting area.
 - b. Leased area utilities are the responsibility of the FBO.
 - c. Must provide flight planning area with current aviation charts, clock set to Greenwich time, phone weather briefers, and appropriate furniture.
 - d. Must provide classroom area suitably furnished.
 - e. Must provide, at a minimum, vending machines capable of distributing soft drinks and snacks.
 - f. Must operate and maintain UNICOM.
- D. The fixed base operator will have the following duties in regards to the airport grounds as provided pursuant to the Lease Agreement:
- 1. Responsible for snow removal.
 - 2. Mowing and trash removal on areas not leased to others.
 - 3. Sweeping asphalt surfaces when build-up requires.
 - 4. Must maintain an adequate stock of light bulbs, transformers, and fixtures for all airport lighting and replace them when normal life is reached.
 - 5. Must pay utility cost on airport runway lights and navigation aids including rotating beacon.
- E. Insurance requirements:
- 1. Must maintain insurance as required by State and Federal governments on rental aircraft.
 - 2. Provide a general liability insurance policy with single limit coverage of \$5 million dollars, naming New Kent

County as an additional insured.

3. Must provide fire, extended coverage, vandalism, and other hazards insurance policy on existing hangars and administration complex in an amount of at least 90% of the value of the buildings, naming the County as an additional insured.

III. Privileges Available to FBO

As required under FAA guidelines, aeronautical activities will not be given exclusively to any one proprietor. Therefore, the rights listed in this section will not be exclusive and should another FBO be willing to operate in accordance with the County's Rules, Regulations and Minimum Standards, space will be provided if it is available. Depending upon negotiations, the following privileges and sources of revenue may be available to the successful FBO:

- A. The right to charge hangar rental.
- B. The right to charge overnight and monthly tie-down fees.
- C. The right to conduct a flight school.
- D. The right to conduct an aircraft repair service.
- E. The right to sell aviation gas, oil, and like supplies.
- F. The right to base a 135 Charter Taxi.
- G. The right to provide sight-seeing by aircraft rentals.
- H. The right to provide based agricultural aircraft service.
- I. The right to provide a based aerial photography service.
- J. The right to retail incidental aviation supplies.
- K. The right to sell and broker aircraft.
- L. The right to sublet office space for aeronautical related activities (with County approval).
- M. The right to place vending machines on the premises.
- N. The right to provide ground transportation (taxi, car rentals).
- O. The right to establish on-premise travel support businesses, (restaurants, etc.) and other non-aeronautical uses with County approval.
- P. The right to negotiate with the County for additional leased areas for aviation activities.
- Q. The right to negotiate future improvements and service to the Airport facility.

IV. Firm and Proposal Requirements

- A. Firm Requirements - Each firm or person making a proposal shall submit the following:
1. Evidence of experience in the conduct of an active fixed base operation or other business activity.
 2. A current credit report covering all areas in which the offerer has done business in the last ten (10) years (under whatever name). The County reserves the right to verify all data submitted.
 3. A current financial statement prepared or certified by a CPA including a balance sheet and profit and loss statement, if a company. (If a newly formed company, evidence of a satisfactory line of credit is to be furnished).
 4. A list of all assets owned or to be purchased which will be used in the business at the Airport.
 5. A written authorization for the FAA and all aviation or aeronautical commissions, administrators, or departments of all states in which the applicant has engaged in aviation business to supply the County of New Kent with all information in their files relating to the offerer or his operation. The offerer shall execute such forms, releases and discharges as may be requested by any of these agencies.
 6. A list of the firm's officers and all personnel to be employed at the airport including resumes of key personnel.
- B. Proposal Requirements - Each proposal submitted shall include the following:
1. The six items listed under paragraph IV.A.
 2. Evidence that all of the requirements and standards of paragraph II.C can be met (each of the items should be specifically addressed).
 3. A proposed outline of a general operations plan showing how the required standards will be met.
 4. An outline of present and future proposed capital investments by the offerer such as hangar construction, office space, etc.
 5. A statement incorporating the offerer's ideas as to how the County should be compensated for the agreement to lease (i.e. flat rental fee, percentage of gross, percentage of certain concessions, capital improvements by FBO, a combination of these, etc.) and the length of the term.
 6. It should be clearly understood that the County's objective is to obtain the FBO whose proposal is in accordance with the County's goals and objectives for the airport and which is most advantageous to the County.

The terms of the final lease and other agreements will be structured to accomplish this objective. The offerer's proposals for operations and improvements at the airport will carry great weight in the selection process. The County also intends to insure that any firm selected has the financial ability to fulfill its promises.

V. Selection Process

- A. The reviewing committee will be comprised of six (6) members including representatives from the County government and persons familiar with aviation activities. Firms submitting statements shall supply narratives and other data addressing the requirements of the request for proposal and the evaluation criteria. After the submittals have been reviewed, the County will engage in individual discussions with the offerers deemed most qualified, responsible and suitable. The evaluation criteria and a relative priority ranking in descending order of importance for the selection of those firms interview is as follows:
1. The content of the proposal and its relationship to the County's goals for development of the airport.
 2. Prior experience of the offerer with similar fixed base operations.
 3. Qualifications of the fixed base operator and employees.
 4. Overall qualifications and experience of the firm (if a company).
 5. Quality of the content of the proposal and its responsiveness to the request for proposals.
 6. Sufficiency of financial resources and ability of the proposer to perform or provide the services required.
 7. The potential benefits (and/or costs) to the County in entering the agreement proposed by the offerer.
- B. Based on the evaluation criteria, at least three (3) offerers deemed to be the most qualified, responsible and suitable on the basis of the initial responses shall be selected. (If less than three proposals are received, then less than three offerers may be selected). Individual discussions will then be had with each such offerer. Repetitive informal interviews may be conducted. Such offerers shall be encouraged to elaborate on their qualifications, scope of work, past performance, or expertise pertinent to the proposed work (as well as any alternatives they may have). Proprietary information from competing offerers shall not be disclosed to the public or to competitors. Price or rental benefits shall be considered but will not be the sole determining factor in negotiations. After negotiations have been conducted with each offerer so selected, the offerer shall be selected which in the opinion of the County has made the best proposal and the contract shall be offered to that offerer. If the selection committee after the initial submission of proposals determines in writing, at their sole discretion, that only one

offerer is fully qualified or that one offerer is clearly more qualified than others under consideration, a contract may be negotiated and awarded to that offerer without further delay.

VI. Contract Conditions

- A. Appendices I and II include information and conditions regarding the proposed contract and applicable to this procurement transaction. These appendices are to be considered a part of this request for proposal and every offerer submitting a proposal agrees to be bound by the terms of the appendices. Please sign and return Appendix II with your proposal.

- B. Should you have any questions concerning this request for proposal, please contact R.J. Emerson, Jr., AICP, County Administrator, at (804) 966-9695 and written instructions or clarification will be forwarded to all proposers.

PRELIMINARY DRAFT

FBO SERVICES AND LEASE AGREEMENT

This FBO Services and Lease Agreement dated as of _____, 1995, between the COUNTY OF NEW KENT, owning and having all rights in and to the New Kent County Airport, (hereinafter "Lessor") and _____ (hereinafter "Lessee"), now

W I T N E S S E T H:

WHEREAS the Lessee desires to provide FBO services for the operation of the New Kent County Airport ("Airport"); and

WHEREAS the Lessor is willing to accept such services and lease certain property at the Airport to Lessee for the purposes of carrying on such services; and

WHEREAS the Lessee has represented that it is fully capable of performing the services described in this Agreement and the Lessor has relied on such representation to select the Lessee to perform this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the Lessor and Lessee, the Lessee agrees to perform the services described herein and the Lessor agrees to grant Lessee such rights and privileges as described herein, subject to the terms and conditions of this Agreement:

I. Definitions.

For the purpose of this Agreement, the following terms, phrases, words, and their derivation shall have the meaning given herein. When not inconsistent with the context, the words used in the present tense include the future, words in the plural include the singular and vice versa. The word "shall" is always mandatory and not merely directory.

- A. "Agreement" is this New Kent County Airport FBO Services and Lease Agreement and all Appendices hereto.
- B. "Aircraft" is any aircraft as defined by the F.A.A. including experimental, fixed wing and rotor.
- C. "Airport" is the New Kent County Airport.

- D. "Corporate Aircraft" is any aircraft owned by a corporation.
- E. "County" is the County of New Kent, a political subdivision of the Commonwealth of Virginia.
- F. "F.A.A." is the Federal Aviation Administration.
- G. "F.B.O." is Fixed Base Operator.
- H. "Rules, Regulations and Minimum Standards" are the standards contained in Appendix A.
- I. "Fuel Farm" is the area in which bulk aviation fuel is stored and the improvements and equipment thereon used for fuel storage and fueling operations.
- J. "Fuel Pumped" is all aviation fuel purchased or acquired by the Lessee, placed into bulk storage at the Airport and subsequently metered directly into aircraft or refueling vehicles.
- K. "Hours of Operation" are as shown on Appendix C.
- L. "Lease Year" shall mean a year beginning _____ and ending _____ of the following year.
- M. "Leased Property" shall mean the real property described in Appendix D, Items A, B, & C.
- N. "Lessee" is _____ or its successors or assigns.
- O. "Lessor" is New Kent County.
- P. "Maintenance Hangar" is the building for the repair, service, storage and maintenance of aircraft.
- Q. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- R. "T-Hangar" is a hangar facility similar to the facilities designated as such on Appendix D as buildings 2 and 3.
- S. "V.D.O.A." is the Virginia Department of Aviation.
- T. Other definitions appear in Appendix A.
- II Property Leased to Lessee.

- A. Lessor leases to Lessee the following real property and improvements subject to the terms of this agreement and to the terms of any existing agreements to which Lessor is a party:

So much of the real property and improvements shown on Appendix D, Items A, B & C as is reasonably necessary to allow Lessee to conduct the activities Lessee is permitted to conduct under this Agreement, together with a nonexclusive right of ingress and egress to such real property and improvements across Airport property of the County not leased hereunder, provided, however, that such ingress and egress shall not unreasonably interfere with the use of the Airport property by any persons now having or hereinafter acquiring a right to use such property.

- B. Lessee is hereby granted, however, for so long as this agreement is in effect, permission to use such leased facilities and the Leased Property in common with others pursuant to the rules, regulations and minimum standards of the airport and the rules and regulations of the FAA, and in such manner as not to unreasonably interfere with or limit the use of such facilities by others granted or having a right to do so.

III. Future Development of Airport Property.

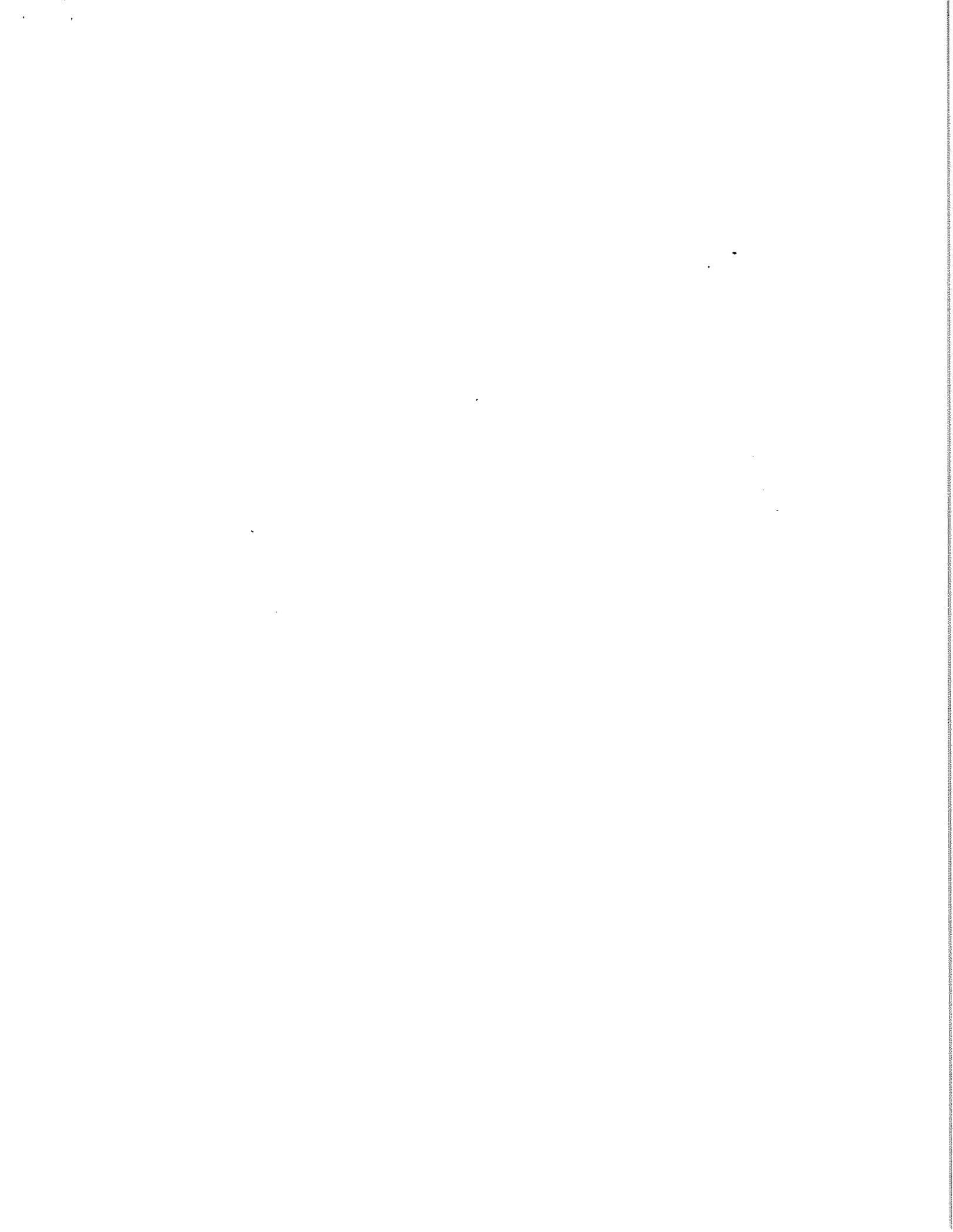
- A. Lessor agrees to notify Lessee upon receipt of any proposal to develop or lease any property at the Airport, and Lessor further agrees that such development or leasing shall, to the greatest extent possible, comply with the Lessor's Airport Master Plan and all other appropriate legal requirements.

IV. Fixed Base Operations.

The Lessor grants to Lessee the non-exclusive privilege to operate, conduct, and perform the services, subject to the terms of this Agreement, listed in Appendix A, Section 11.

V. Obligations of Lessee.

- A. Lessee shall:



1. Lessee shall provide the services, subject to the terms of this Agreement, as listed in Appendix A, Section 11.
2. Perform all services, work and tasks described in Appendix G.
3. Pay all property taxes, business license taxes and all other taxes and fees for which Lessee is liable.
4. Base at the Airport at least the minimum number of aircraft which Lessee needs to perform its obligations under this Agreement and hangar or tie-down such aircraft at the Airport for the full term of this Agreement.
5. Keep or cause to be kept complete records of the business conducted or transacted in relation to the Airport and any additional records reasonably requested by the Lessor. The Lessor shall be entitled to review such records monthly and more often upon request. Nothing in this Agreement, however, shall be construed to permit Lessor to copy documents of Lessee which contain trade secrets or attorney-client privileged information. Furthermore, if Lessor makes copies of Lessee's documents which contain proprietary information, Lessee shall have the right to delete from such copies (but not the right to refuse to disclose to Lessor), references, words, numbers or symbols which identify a particular client of Lessee. The contents of all such business records shall be absolutely confidential and shall not be reproduced, disclosed or released by the Lessor to any third party without the written notice and consent of the Lessee.
6. Pay by the tenth (10th) of each month rent to the County in accordance with Appendix D and Fuel and Flowage Fees, in accordance with the rates set forth in Appendix E, on all fuel delivered during the preceding month, the rate to be based upon the rate applicable for the number of gallons delivered during the then current lease year through the end of the preceding month. Payments of flowage fees shall be accompanied by a copy of the invoices for all fuel delivered in the preceding month. Failure to pay rent and/or fuel

flowage fees by the tenth (10th) of the month shall be deemed a material breach of this Agreement.

7. Provide and keep available for the County's use sufficient space in the Terminal Building acceptable to the County for the Airport Advisory Committee to conduct its regular and special meetings, and provide the County exclusive use of an office in the Terminal Building for the use of the Airport Manager.

- B. Lessee shall perform all of its obligations under this Agreement in accordance with the Rules, Regulations and Minimum Standards. The Rules, Regulations and Minimum Standards will be subject to routine review and revision, from time to time and Lessee shall be subject to the most recent version of the Rules, Regulations and Minimum Standards. Lessee shall at all times comply with the Rules, Regulations and Minimum Standards attached hereto as Appendix 1. Lessee shall assist the County by enforcing compliance with the Minimum Standards by all persons using the airport property and report any violation of such Standard to the Airport Manager.

VI. Obligations of Lessor.

- A. Lessor shall perform all work, services and tasks described in Appendix G.

VII. Term and Default.

- A. The term of this Agreement shall commence upon execution of this Agreement by all persons and entities required to execute it and completion of all Appendices and schedules hereto and shall expire on December 31, 2000.
- B. The term of this Agreement may be extended for up to two (2) consecutive additional five (5) year terms as follows: unless on or before one hundred eighty (180) days prior to expiration of the then current term either Lessor or Lessee delivers to the other written notice of nonrenewal, this Agreement shall automatically be renewed for one (1) additional five (5) year term commencing the day following expiration of the

then current term. Such nonrenewal may be at the sole discretion of the party providing such notice and without cause.

- C. The County shall have the right in its discretion to terminate this Agreement and to revoke any fixed base operator license, authority or permit to do business upon the Airport, by giving written notice thereof, for any cause or reason provided by law and in addition thereto, upon the happening of any one or more of the following:
1. Filing of a petition voluntarily or involuntarily, for the adjudication of bankruptcy;
 2. The making by the Lessee of any general assignment for the benefit of creditors;
 3. The abandonment or discontinuance of any required operation at the Airport by Lessee or the failure to conduct such operation on a full time basis without prior approval;
 4. Except for payment of rents, charges, fees and other payments to be paid to the County, the failure of Lessee to remedy any default or breach or violations by it or its personnel in keeping, observing, performing, and complying with the terms and conditions of this Agreement to be performed, kept or preserved, within thirty (30) days from the date written notice from the County has been mailed or delivered to Lessee.
 5. The failure to pay on or before the date due, all rents, charges, fees and other payments which are payable to the County by the Lessee.
 6. The fixed base operator, or any partner, officer, director, employee or agent thereof commits any of the following:
 - a. violates any of these rules or regulations; or
 - b. engages in unsafe or abnormal or reckless practices in the operation of an aircraft on or in the vicinity of the

airport, which create a hazard to the safety of other airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeably result in causing personal injuries or death to a person or damages to property; or

- c. operates the business of the fixed base operator in such a fashion as to create a safety hazard on the airport for other Airport users, aircraft or property on the Airport, the general public, or the airport, or any pilots, students or passengers.
- 7. Discovery or determination by the County that Lessee or a person who has interest in the business, supplied false information; or misrepresented any material fact in the application, supporting documents, or in statement to or before the governing body; or failed to make full disclosure in the application, the supporting documents or in statements to or before the governing body.
 - 8. Expiration of the initial term or any renewal term by reason of nonrenewal.

In the event of such termination, the fixed base operator shall, by the effective date of termination, if possible, but in no event more than fifteen days after the effective date of such termination, forthwith peaceably vacate the Airport and surrender possession of the premises and cease and desist all business operations on the Airport. Should the Operator fail to make such surrender, the County shall have the right at once and without further notice to the fixed base operator to enter and take full possession of the space occupied by the fixed base operator on the airport by force or otherwise and with or without legal process to expel, oust and remove any and all parties and any and all goods and chattels not belonging to the County that may be found within or upon the same at the expense of the operator and without being liable to prosecution or to any claim for damages therefore. Upon the effective date of such termination all rights powers and privileges of Lessee hereunder shall immediately

and automatically cease and Lessee shall immediately vacate any space occupied by it under this Agreement and shall make no claim of any kind whatsoever against the County, its agents or representatives by reason of such termination or any act incident thereto.

In addition to all other rights and remedies provided in this Agreement, and except as specifically otherwise provided, the Lessor and Lessee shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce and/or to obtain compliance with the obligations of this Agreement and to impose the penalties herein provided.

- D. On the effective date of the termination or expiration of this Agreement, Lessee's rights under this Agreement shall immediately expire and all improvements erected on the Leased property shall revert to the Lessor in accordance with Section 15.1-261.1, Code of Virginia, 1950, as amended, and all property (including rents) of Lessor in Lessee's possession shall immediately be turned over to Lessor without offset or deduction and regardless of whether Lessee has, or claims it may have, any claim against Lessor.
- E. The Lessor shall have the right to enter the Leased Property in order to make reasonable examinations, repair or alterations of it as the Lessor may desire, to exhibit such premises to prospective Lessees or purchasers, or for other reasonable purposes, consistent with the terms of the Agreement and all applicable laws, rules and regulations, as Lessor may reasonably determine. The exercise of Lessor's rights under this paragraph shall not unreasonably interfere with Lessee's legitimate business operations.
- F. Lessee shall surrender possession of the Leased Property to the Lessor at the expiration or termination of this Agreement in good order and condition, reasonable wear and tear excepted.
- G. Environmental Damage. The Lessor agrees that it shall not hold Lessee financially responsible for reimbursement or payment of, and shall indemnify Lessee against, costs, expenses, or fines attributable to any known or unknown environmental

damage to or condition on the Airport Property in existence at the time of the execution of the agreement, any damage caused after the execution of this Agreement by hazards in existence at the time of the execution of this Agreement, or for any damage associated with underground storage tanks comprising the fuel farm, except that neither this provision nor any other provision of this Agreement shall be deemed to relieve Lessee of any liability for costs, expenses, fines or damages or other liability attributable to any condition, hazard or damage which, although existing prior to execution of this agreement has been contributed to, exacerbated, activated or compounded by Lessee, or which is created by or is a result of any conduct or activities of Lessee or its agents, employees, or subcontractors. Lessee acknowledges that it has had full access to the reports pertaining to environmental investigations conducted on the County's behalf prior to execution of this Agreement and has had full opportunity to conduct such other and further investigations as Lessee deems necessary or appropriate. It is expressly understood and agreed that the obligation of Lessor to indemnify Lessee under this provision shall not include any obligation to indemnify Lessee against the consequences to Lessee of any measures taken by Lessor or any Governmental agency to remedy or address any existing condition of or environmental damage to the Airport Property as required to comply with the requirements of any state or federal agency, authority or applicable laws or regulations relating to conservation or protection of the environment or protection of public health and safety.

- H. Notices. All written notices required under this Agreement shall be deemed to be duly given if sent to the Lessor at

New Kent County
P.O. Box 50
New Kent VA 23124

with a copy to

to the Lessee at _____ or at such other place as either party shall designate in writing hereafter.

I. Additional Terms and Conditions. The terms set forth in paragraphs A. through U. of Appendix B are expressly made a part of this Agreement and incorporated by this reference as though fully set forth herein.

IN WITNESS WHEREOF THE FOLLOWING PARTIES HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 1995.

By: _____
President

NEW KENT COUNTY

By: _____
James H. Burrell, Chairman

APPENDICES

SUBJECT	APPENDIX
RULES, REGULATIONS AND MINIMUM STANDARDS	A
LEASE PROVISION	B
HOURS OF OPERATION	C
LEASED REAL ESTATE	D
FUEL FARM AND FLOWAGE FEES	E
SERVICES, WORK AND TASKS PERFORMED BY LESSOR	F
SERVICES, WORK AND TASKS PERFORMED BY LESSEE	G

APPENDIX B

LEASE PROVISION

General Provisions

- A. Insurance. Lessee shall purchase and maintain in force throughout the term of this Agreement, and all extensions of this Agreement, such insurance as will protect Lessee and Lessor from claims which may arise out of or result from the execution of the services performed pursuant to this Agreement, whether such services be performed by Lessee's officers, employees, agents, subcontractors, or by anyone for whose acts any one of them may be liable. The insurance coverage shall be such as to fully protect, in the opinion of the Lessor's Risk Manager, the Lessor and the general public from any and all claims for injury or damage or both resulting or arising from any actions or omissions on the part of the Lessee, its officers, employees, agents, or subcontractors and shall have minimum liability limits of Five Million Dollars (\$5,000,000.00). The coverages described in the letter attached hereto are acceptable to the County's Risk Manager at the time of execution of this Agreement. At the time of execution of this Agreement by Lessee, Lessee shall furnish Lessor with a Certificate of Insurance naming the County as an additional insured for all coverages. During the term of this Agreement and all extensions, Lessee shall furnish Lessor with updated Certificates of Insurance reflecting any and all changes to Lessee's insurance coverage including but not limited to changes in coverage terms, coverage limits, insured risks, agents or insurers. Should any of the coverage be cancelled, the issuing company or its agent will mail thirty days written notice of such cancellation to Lessor.
- B. Audits.
1. Lessee's records, which shall include but not be limited to accounting records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders), payroll records, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this

Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Lessor's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Lessee or any of his payees pursuant to this Agreement. Such records subject to examination shall include those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

2. For the purpose of such audits, inspections, examination and evaluations, the Lessor's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the term of this Agreement plus all extensions, and two (2) years thereafter.
 3. Lessor's agent or its authorized representative shall have access to Lessee's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
 4. Lessee shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this paragraph B. by insertion of the requirements hereof in a written contract agreement between Lessee and payee.
- C. Subordination. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
- D. Military Use. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking-off of aircraft will be available to the United States at all times, without charge, for use by military aircraft except that if the use by military aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. The

amount of use to be considered "substantial," and the charges to be made therefor, shall be determined by the Lessor and the using Federal agency.

- E. Multiple Lease Agreements. It is expressly understood by the parties that no person, firm, partnership, corporation, company, or organization can be the successful bidder for more than one lease agreement for land or facilities at the Airport unless special approval is granted by the F.A.A.
- F. Compliance with Applicable Laws and Regulations; Environmental Laws, Regulations and Permits. Lessee will use and operate the leased property, and shall be responsible for ensuring that all persons and entities employed by Lessee use and operate the property, in compliance with all applicable laws, rules and regulations, including but not limited to applicable environmental laws, rules or regulations, and Lessee shall obtain and comply with the provisions of, and shall ensure that all persons and entities employed by Lessee obtain or possess and comply with, all permits and licenses, including but not limited to permits and licenses required under applicable environmental laws and regulations, required for the lawful conduct of any and all activities, conducted on the Leased Property by Lessee.
- G. Documents. All documents, including but not limited to photographs, drawings, plans and specifications, furnished or created by Lessee pursuant to this Agreement shall be the sole property of Lessor.
- H. Successors and Assigns. The Lessor and Lessee bind themselves and any successors or assigns to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of the Lessor nor shall this Agreement be construed as giving or creating any rights or benefits hereunder to anyone other than the Lessor and Lessee.
- I. Indemnification. Lessee hereby agrees to indemnify and save harmless the Lessor, its officers, agents and employees from any and all claims or losses resulting to or alleged by any person, firm or corporation or the County who may be injured or damaged by the acts or omissions of Lessee in the performance of this Agreement. Lessee further specifically agrees to indemnify and hold the County harmless from and against any liability, fines, costs, damages or claims imposed on or incurred by the County by reason of violation by Lessee, its employees, agents, or

subcontractors of any state or federal law or regulation pertaining to handling, storage, removal or generation of Toxic Waste, Hazardous Substances or Hazardous Waste as those terms are defined under Environmental laws and regulations applicable to any activity conduct by Lessee.

J. Non-Discrimination. During the performance of this Agreement, Lessee agrees as follows:

1. Lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability, except where religion, sex, national origin, or disability is a bona fide occupational qualification reasonably necessary to the normal operation of Lessee. Lessee agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. Lessee, in all solicitations or advertisement for employees placed by or on behalf of Lessee, will state that Lessee is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of these sections.

Lessee shall include the provisions of the foregoing paragraphs 1., 2., 3. in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

K. Disadvantaged Business Enterprises. Lessee shall conduct its business in such a manner as to promote the Lessor's and F.A.A.'s Disadvantaged Business Enterprise (DBE) goals and programs.

L. Licenses, Permits and Certificates. All licenses, permits and certificates required for and in connection with this Agreement shall be secured by the Lessee entirely at its own expense.

M. Protection of Property and Public Liability. Lessee shall be accountable for any damages resulting from its negligent operations. All damages shall be paid for by Lessee. Lessee shall be fully responsible for the protection of all persons, including members of the

public and employees of the contractors or subcontractors and all public and private property (including property of the County) which are affected by work or services performed as part of this Agreement.

- N. Laws and Ordinances. Lessee shall perform all work in such a manner as to comply with the laws, rules and regulations of the County, State and the United States as may apply. Lessee shall also obtain all necessary licenses and permits, and keep necessary records, relating to such work as required by law or by the Lessor.
- O. Settlement of Insured Claims. Losses insured under policies that include the Lessor as a named insured shall be adjusted with the Lessor and made payable to the Lessor as trustee for the insured. The Lessor and Lessee waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to insurance proceeds held by the Lessor as trustee. Lessee shall require similar waivers by subcontractors as provided herein.
- P. Modification. This Agreement constitutes the entire Agreement and understanding between the parties hereto and shall not be modified, altered, or amended in any respect unless in writing and signed by the parties hereto.
- Q. Subcontractors, Agents and Employees. The Lessor reserves the right to reject any subcontractor, agent or employee selected by Lessee who violates any of the terms of this Agreement, violates any County, State or Federal laws, rules or regulations, or whose actions adversely affect, as reasonably determined by the Lessor, the operation of the Airport, provided, however, that Lessee shall have thirty (30) days from the date Lessor notifies Lessee of its intent to reject Lessee's subcontractor, agent or employee to remedy the situation resulting in the rejection. Upon such rejection, the rejected subcontractor, agent or employee shall immediately cease any work. A subcontractor, agent or employee selected by Lessee to replace a rejected subcontractor, agent or employee must be approved in writing by the Lessor prior to performing any work pursuant to this Agreement.
- R. Severability. If any provision of this Agreement is found by a Court of competent jurisdiction to be

invalid, void or illegal, then such provision shall be deemed to be stricken herefrom, and this Agreement, as so modified, shall remain in full force and effect.

- S. Governing Law. Lessee and Lessor agree that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. Any legal action filed by either party to this Agreement arising out of the performance or non-performance of the terms of this Agreement shall be filed in the Circuit Court of New Kent County, Virginia.
- T. Titles and Headings. The titles, section headings and paragraph headings are inserted only for convenience and are in no way to be construed as a limitation on the scope of this Agreement.
- U. Prohibition on Assignment and Transfer of Certain interests in Lessee. Lessee may not transfer or assign all or any portion of this Lease, nor sublease any of the leased premises, without the express prior written permission of Lessor. The following shall be considered a breach of this agreement unless, prior to such event taking place, Lessor shall have expressly consented thereto in writing:
1. transfer of 49% or more of the stock of Lessee, if Lessee is a corporation; or
 2. resignation or withdrawal of any general partner if Lessee is a partnership (general or limited);
or
 3. if Lessee is a limited partnership, transfer of the interests of limited partners holding interests totaling more than 50% of the total limited partnership interests.

APPENDIX C

HOURS OF OPERATION

Flight and Line Services. Manned minimum dawn until dusk daily with oncall 24 hours for fuel services.

Maintenance Services. Maintenance manned during normal business hours.

Normal Business Hours. Monday - Friday; 8:00 a.m. - 4:30 p.m. (excluding Federal and State Holidays.)

When weather conditions are at or below weather minimums for airport operations, Lessee has the discretion to close FBO operation.

APPENDIX D

LEASED REAL ESTATE

- A. Terminal Building, Maintenance Hangar with all connecting rooms and offices, labeled Building #1.
- B. Ramp, tie-down areas and parking areas.
- C. All ramp parking areas. Corporate Apron.

NOTES:

- 1. Building numbers as indicated as per Terminal Area Plan Sheet 3 Dated _____. (attached)
- 2. An office in the terminal building will be provided to the County. FBO will provide a meeting area for the New Kent County Airport Advisory Commission as required.

BUILDING RENT SCHEDULE

<u>Building Number:</u>	<u>Square Footage:</u>	<u>Monthly Rent:</u>
1 - Terminal		
2 - T-Hangars		
3 - T Hangars		
4 - Corporate Hangar		
5 - Maintenance Hangar		
6 - Terminal Bldg. Hangar		

Rental Fees will be adjusted based on increases in the CPI Index for light industrial properties at the end of the second year and fifth year of the original contract and each 5 year contract renewal. Rental Fees will not be adjusted downward for decreases in the CPI.

APPENDIX E

FUEL FARM AND FLOWAGE FEE RATES

In addition to rent, Lessee shall pay to Lessor a fuel flowage fee on all fuel purchased at the following rates:

1. cents per gallon for fuel purchased up to 120,000 gallons per lease year.
2. cents per gallon for fuel purchased in excess of 120,000 gallons per lease year.

APPENDIX F

SERVICES, WORK AND TASKS PERFORMED BY LESSOR

In addition to other obligations in the Agreement, Lessor is responsible for the following services, work and tasks:

1. At the beginning of the initial term of the Agreement, Lessor shall, unless otherwise expressly agreed by the parties in writing, deliver the leased premises and equipment in good repair and operation, and ready to be used and operated in full compliance with all federal, state and local laws, statutes, ordinances, rules and regulations.
2. Fuel Equipment shall be maintained at the expense of the County.
3. Maintain buildings' exterior, load bearing walls, roofs, windows, doors, electrical systems, heating and air conditioning systems.
4. Maintain public roads and service road (both hard-surfaced and non hard-surfaced) runways, taxiways, aprons, surface water drainage, unicom radio and airport lighting. State will furnish airport lighting materials and maintain unicom radio.

APPENDIX G

SERVICES, WORK AND TASKS PERFORMED BY LESSEE (including Facilities Maintenance)

In addition to other obligations in the Agreement, Lessee shall be responsible for the following services, work and tasks:

1. Janitorial Services.
2. Pest Control.
3. Water and Sewer fees.
4. Regular building maintenance (routine maintenance involving such matters as regular cleaning, light build replacement and minor repair not involving repair or replacement of structural walls, roof, windows and doors, exterior painting, electrical repairs, and repair and maintenance of the heating and air conditioning systems.)
5. Inspection of all aviation-related equipment.
6. Runway and taxiway inspections and light build replacement and light maintenance.
7. Tiedown area rope replacement and associated maintenance.
8. Snow removal.
9. Regular grass cutting and trash removal in all leased areas of the airport property so as to keep all grass at an acceptable height for good appearance, and the grounds maintained so as to promote the Airport for New Kent County.

REQUEST FOR PROPOSALS
FIXED BASE OPERATIONS
NEW KENT COUNTY AIRPORT
QUINTON VIRGINIA
NOVEMBER 22, 1995

You are invited to submit proposals to operate as a fixed base operator at New Kent County Airport, a municipal facility located at Quinton, Virginia. Such proposals shall be subject to, and contain that information as set forth in the "Proposal Requirements for Fixed Base Operator" available from the Office of the County Attorney of New Kent County. Six (6) copies of your submittal marked, "A Proposal for Fixed Base Operations - New Kent County Airport" must be received no later than 3:00 p.m. on Wednesday, December 15, 1995 by:

R. J. EMERSON, JR., AICP
COUNTY ADMINISTRATOR
COUNTY OF NEW KENT
P.O. BOX 50
NEW KENT VA 23124

An inspection of the airport facilities will be scheduled upon a showing of sufficient interest. Please contact J. Lawrence Gallaher, Director of Public Safety at (804) 966-9680 if you wish to participate.

Time is of the essence and any proposal received after the above time and date, whether by mail or otherwise, will be returned unopened. The County reserves the right to accept or reject any or all proposals submitted.

Sincerely,

James E. Cornwell, Jr.
County Attorney

JECJr/bgo
Encls

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PROPOSAL REQUIREMENTS FOR FIXED BASE OPERATOR
NEW KENT COUNTY AIRPORT

I. Background and Description

- A. The New Kent County Airport is located in New Kent County, Virginia, and is approximately eighteen (18) miles east of the City of Richmond, the State Capitol, and approximately ten (10) miles from the site of Colonial Downs Racetrack and the Legends Golf Course. The County has a land area of 221 square miles and a current population of approximately 11,500. The population of the County has dramatically increased in the past decade and is continuing to grow at a rapid rate. The County is considered a part of the Richmond Region which has a total population of approximately 650,000. Interstate Route 64 bisects the County as it connects Richmond and points west with the Hampton Roads area. Interstate Route 295 passes approximately eight (8) miles west of the Airport. The Airport is located adjacent to Interstate 64 but the nearest exit is approximately four (4) miles distant.
- B. New Kent Airport, a general aviation facility, was originally constructed as a private facility in 1955 and consisted of 1,200 feet of graded turf runway. The runway was later lengthened and paved and the current runway is 3,600 x 75 feet. The property was acquired by New Kent County in 1974 and a development program was initiated. A sketch showing the existing facility is enclosed as Appendix 1.
- C. The County has the following goals for future development at the New Kent Airport:
1. Maintain an active general aviation program.
 2. Improve hangar and operational facilities.
 3. Aggressively seek to attract new aeronautical activity to the airport.
 4. Attract both itinerate and based corporate use of the facility.
 5. Provide an aviation facility which will be a contributing factor in the County's efforts to become more attractive as a location for industry.
- D. The following is a brief description of the facility.
1. Geographic Information:
 - a. Latitude 37° 30' 19" N, Longitude 77° 07' 53" W.
 - b. 99° Radial Richmond VOR (114.1 RIC) at 9.3 NM.
 - c. 18 miles east of Downtown Richmond, Virginia.
 - d. Runway 10/28 at 115 feet MSL.
 - e. Normal maximum mean temperature - 78° F.

2. Runway Facility Information:

- a. 3600' x 75' paved asphalt surface runway built to General Utility standards.
- b. MIRL, rotating beacon and wind cone.
- c. Full paved parallel taxiway.
- d. Currently have approximately 50 based aircraft.
- e. Airport in both the NASP and VATSP with annual operations listed at 25,000 (on existing 3600' x 75' runway).

3. Existing Facilities:

- a. Main operation building (approximately 10,000 square feet) which includes maintenance hangar, lobby and office and parking area.
 - b. UNICOM on 122.8 MHz.
 - c. One 10,000 gallon in-ground AVGAS capacity tank with fuel pump.
 - d. Four T-hangars (concrete pad, steel truss, aluminum siding, no heat or electricity).
 - i) One - 4 space (30' x 32') open hangar, no partitions and no doors.
 - ii) One - 6 space (32' x 30') with partitions and lockable doors.
 - iii) One - 7 space (34' x 30') with partitions and lockable doors.
 - iv) One - 16 space open hangar.
 - e. Former operations building (masonry construction).
 - f. Attached to the former operations building is a metal unheated aircraft storage hangar (48' x 36') with rolling doors which has 110 electrical service.
 - g. Tie-down area for approximately 50 planes.
 - h. Farmhouse (approximately 1,500 square feet).
- E. The existing FBO lease at the Airport expires on December 31, 1994. The following services are currently offered:
1. Fuel and oil sales.
 2. Flight instruction.
 3. Aircraft sales and maintenance.

4. Aircraft rental.
5. Charter operations.
6. Aircraft storage (inside and outside).

II. Scope of Operations

- A. It is the intent of this request for proposals to obtain a full service fixed base operator at New Kent Airport.
- B. A copy of the current Rules, Regulations and Minimum Standards for Fixed Base Operators is provided as Appendix A of the Preliminary Draft of the FBO Services and Lease Agreement. These standards are currently under review and may be adjusted after consultation with the FBO selected. The actual agreement as to the length of term, rental provisions, and other special provisions will be negotiated. Offerers should be aware that the County intends to retain many of the other terms and conditions of this lease.
- C. Subject to negotiation, the fixed base operator selected must provide the following services in accordance with the Rules, Regulations and Minimum Standards under Section 10.2 and including the following:
 1. Line Services -
 2. Maintain existing AVGAS storage and pumping facilities.
 3. Flight Instruction and Ground School Classrooms.
 - a. In accordance with Section 10.2 of the Rules, Regulations and Minimum Standards.
 - b. Must employ on a full or part-time basis an FAA CFI for purposes of student training.
 4. Aircraft Maintenance Services -
 - a. Must have at least one full-time certified A&P mechanic on the payroll.
 - b. Must be capable of removing damaged aircraft from active runways and taxi areas as soon as accident investigation allows.
 5. Agricultural Aviation Support -
 - a. Must provide access for the loading of agricultural crop dusting chemicals from vehicles to aircraft.
 - b. Must insure that areas mentioned above be cleaned of all noxious materials by the end of each operation.
 6. Aircraft Charter Operations and Aircraft Rental -
 - a. In accordance with Section 10.2 of the Rules, Regulations and Minimum Standards.