



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

AGENDA

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, March 21, 2024

Call to Order - 7:00 p.m.

Roll Call

Pledge of Allegiance (Stand)

1. Comments from the Public

The "Comments from the Public" agenda item is for members of the public to address the Airport Commission for less than three (3) minutes each. Please state your full name, your city/county and state of domicile, and your interest in, and/or affiliation with, the Airport prior to speaking. No prior notice is necessary to speak during this portion of the agenda. Members of the public may also address the Airport Commission for longer than three (3) minutes if they ask the Airport Director for a place on the agenda at least five (5) working days before the meeting or if a member of the public is specifically requested by a Commission Member to address the Commission.

2. Airport Commission Members Comments

3. City Council Liaison Comments

4. Approval of Minutes

4.1 Approval of Meeting Minutes from February 15, 2024
[Commission Minutes February 15, 2024 - Copy.docx](#)

5. Financial Reports

5.1 Revenues, Expenses and Aging Report

[Revenue Report as of 3-14-24.xlsx](#)

[Expense Report as of 3-14-24.xlsx](#)

[Aging Report as of 3-14-24.xlsx](#)

[Bill Sheet as of 3-13-24.xlsx](#)

6. Airport Director's Report

6.1 Airport Director Report (Mr. Juan Rivera, Director, 10 minutes)

[Airport Director's Report March 2024.docx](#)

6.2 Tie-down, Hangar Occupancy Report & Citizen's Monthly Noise Reports

[February 2024 Tie-Down Occupancy.pdf](#)

[February 2024 Hangar Occupancy.pdf](#)

[February 2024 Noise.pdf](#)

6.3 Airport Projects

(Mrs. Jolene Berry, Asst. Airport Director, 10 minutes)

[Construction Projects 3_24.pptx](#)

7. Presentations

7.1 Annual Report Video (Mr. Juan Rivera, Airport director, 10 minutes)

7.2 Update of Strategic Plan based on Airport Commission Retreat

(Mrs. Jolene Berry, Asst. Airport Director, 10 Minutes)

[Agenda Statement - March Update of Strategic Plan based on Airport Commission Retreat.docx](#)

[Strategic Plan Update 3_24.pptx](#)

8. Old Business

8.1 Update on Notice of Forbidding Trespass (Mrs. Jolene Berry, Asst. Airport Director, 5 minutes)

9. Consent Agenda

10. Committee Reports (If Available)

11. New Business

11.1 Appreciation to Erie Municipal Airport for ARFF Equipment

11.2 Approve a 5 Year Lease with the FAA for the MALSR Land Lease

[Manassas MALSR- Land Lease with City.docx](#)

[Agenda Statement - Approve Lease for the MALSR Land Lease.docx](#)

11.3 Review of Proposed Changes to the Airport Rules and Regulations

[Agenda Statement - March Rules and Regulations Draft Changes.docx](#)

[Rules and Regulations - DRAFT - 2024 JK.docx](#)

12. Authorize a Closed Meeting (Reserved)

13. Certify the Closed Meeting (Reserved)

Adjournment



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

MINUTES

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, February 15, 2023

The Manassas Regional Airport Commission held its regular meeting in the Chantilly Air Conference Room on the above date, attended by, Chairman Ross Snare, Vice Chairman John Snider; Member Jim Uzzle, Member Lawrence Pigeon, Member Tony McGhee; Member Vanslyn Augustus Member Farajollahi, Member Cyril Pierre and Member Melgar.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director); Jolene Berry (Asst Airport Director), Richard Allabaugh (Senior Operations Manager), Patty Bibber (Secretary)

Chairman Ross Snare called the meeting to order at 7:00 p.m.

Pledge of Allegiance

1. Comments from the Public

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2. Airport Commission Member Comments

2.1 No comment

3. City Council Representative Comments

3.1 No comment

4. Approval of Meeting Minutes

Vice Chairman Snider MOVED to approve the meeting minutes from January 18, 2024,
SECONDED by Member McGhee MOVED and CARRIED UNANIMOUSLY

5. Financial Reports

5.1 Bill Sheet

5.2 Revenues, Expenses and Aging Report

6. Airport Director's Report

6.1 Introduced the new Security Coordinator Nicholas Carr

6.2 The Airport Director met with Mr. Mark Butler, Vice President of Planning and Development of ATP Flight School. Mr. Butler and several other ATP representatives wanted to discuss their future at the airport and their plans to grow. They were hoping to find options that would allow them to grow their school and provide maintenance for their fleet of aircraft.

6.3 There are limited opportunities on the Airport for small aircraft maintenance. Recently on social media it was mentioned as a topic and to discuss with the Airport Director. I have asked staff to look at ways to fill the need and report back to me so I can brief the Airport Commission. Insurance cost, lack of A&P mechanics and the high cost of leasing facilities have all been mentioned as problems for starting new maintenance facilities.

6.4 The Airport Director met with Chief Holmes of Pro-Tec to discuss how ARFF Services will be ramped up. A Staffing Plan was given to Pro-Tec and they plan to base their updated cost proposal to the airport within the next week.

6.5 The preliminary study of the ARFF Hangar Rehabilitation has been completed. The Architect has submitted estimated budget cost for the facility as well as a cost proposal to go forward with the Final Design. The Director met with the Public Works Director to ask for assistance in managing the project to save money and to ensure that we get a good product.

6.6 Operations staff submitted the 2nd round of the AOC to the FAA for their review and comments last Friday. The FAA has given 12 months from the time that we receive our AOC to have a Triennial Mass Casualty Exercise.

6.7 The EA for that the Airport needs for the AOC is moving forward. Show List of Airport projects that are being studied (Have Patty place on the TV prior to the meeting).

6.8 The Director attended the Moor Green HOA meeting on January 24, 2024. No fees were increased by either Road Fund.

6.9 The Airport Director has lunch with the CEO of Airports today, Mr. Jorge Roberts.

- 6.10 The model validation for the ACT Tower Siting Study was held on February 1st. The Siting/Safety Assessment will be February 20th and 21st. The tower will be
- 6.11 The staff will be taking some road trips over the next few weeks to visit other Part-139 Airport. To include Lynchburg, Shenandoah, and Charlottesville.
- 6.12 The Director and Assistant Director attended the VAOC Legislative Day in Richmond on February 8th. We visited the following legislators: Delegate Mitchell Maldonado, Senator Danica Roem, Delegate Ian Lovejoy, Senator William Stanley, and Senator Jeremy McPike. We ask that they support the following bills: HB30/SB30 Maintain the Budget for the Department of Aviation at no less than \$32,157,020 for FY 25/26. HB446 Abandoned or derelict aircraft. Support MWAA amendments to HB467/SB354 to continue to have real estate contract disclosures at Dulles Airport located in Fairfax and Loudoun Counties.
- 6.13 The Director sent a scope of work to RS&H to conduct an analysis of the Runway Bridge. We have asked them to evaluate the entire bridge, to include the bridge's box beam structures, MSE wall and foundation, to determine the maximum aircraft load. To provide the Airport with a Pavement Condition Report or PCR based on the FAA/ICAO standards. Run a sensitivity test on the bridge structure to determine the maximum structural loading on the bridge that would create a failure of the bridge. A separate analysis should be prepared based on airplane design group (ADG III) aircraft operating on a dual-wheel configuration weighing 200,000 lbs.; 175,000 lbs.; 150,000 Lbs. and 125,000 lbs.
- 6.14 We are working with HR to get an Intern this summer. The intern must be in college and taking Airport Management or Administration with the desire to go into Airport Operations or Airport Management.

Airport Project Update/ACM Report (Mrs. Jolene Berry, 20 minutes)

- 6.15 Power Point presentation on construction projects.

7. Presentations

- 7.1 AeroSimple Presentation (Mr. Richard Allabaugh, Operations Manager, 10 minutes)

8. Old Business

9. Consent Agenda

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

SUGGESTED MOTION: "I move that the Consent Agenda be approved".

SUGGESTED MOTION TO REMOVE AN ITEM: "I move that Item # be removed from the Consent Agenda and be added as Items # under New Business, and that the remaining Consent Agenda items be approved as it now appears".

10. Committee Reports (If Available)
No Comments
11. New Business
12. Authorize a Closed Meeting (Reserved)
13. Certify the Closed Meeting (Reserved)

Meeting adjourned at 8:20 PM.

Vice Chairman Snider MOVED to adjourn the meeting, SECONDED by Member Uzzle MOVED and CARRIED UNANIMOUSLY

Secretary

Chairman

Date

Revenue Report as of 3/13/2024

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTS	REV BUDGET	YTD EXPDED	AVAIL BUDGET	% USED
57097400	315001	Interest on Pooled Cash	0	0	0	-269,957.81	269,958	100.00
57097400	315003	Interest on Investment	0	0	0	-271,088.26	271,088	100.00
57097400	315200	Leases and Rents	-2,648,000	0	-2,648,000	-1,922,907.75	-725,092	72.60
57097400	315204	Hangar Rentals	-925,000	0	-925,000	-701,952.18	-223,048	75.90
57097400		Total 57097400 Use of Money & Prope	-3,573,000	0	-3,573,000	-3,165,906.00	-407,094	88.60
57097600	317510	Airport Tie-Down Fees	-123,000	0	-123,000	-94,928.87	-28,071	77.20
57097600	317520	Airport Fuel Flowage Fees	-255,000	0	-255,000	-183,932.47	-71,068	72.10
57097600	317530	Airport Security Surcharge	-62,000	0	-62,000	-38,266.46	-23,734	61.70
57097600	317535	Airport Car Rental Revenue	-17,000	0	-17,000	-20,975.80	3,976	123.40
57097600		Total 57097600 Sales & Connections	-457,000	0	-457,000	-338,103.60	-118,896	74.00
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-3,936.41	1,436	157.50
57097700	318426	Card Replacement Fees	-200	0	-200	-174.73	-25	87.40
57097700	318650	Airport Commercial Op Permit	-5,000	0	-5,000	-3,145.00	-1,855	62.90
57097700	318710	Cash Over/Short-Airport	0	0	0	10.67	-11	100.00
57097700	318904	Sale of Land	0	0	0	-29,955,895.20	29,955,895	100.00
57097700		Total 57097700 Other Local Rev-Gene	-7,700	0	-7,700	-29,963,140.67	29,955,441	389,131.70
57097900	322071	VA State Reimbursements	-5,000	0	-5,000	-22,161.97	17,162	443.20
57097900		Total 57097900 State Non-Categorica	-5,000	0	-5,000	-22,161.97	17,162	443.20
57098200	332010	FAA Tower Rent from Fed Govt	-15,600	0	-15,600	-10,384.00	-5,216	66.60
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	-15,727.60	-9,972	61.20
57098200		Total 57098200 Federal Non-Categori	-41,300	0	-41,300	-26,111.60	-15,188	63.20
57099100	346400	Contr Surplus-Net Position	0	-5,331,000	-5,331,000	0.00	-5,331,000	0.00
57099100	346500	Contr Surplus-Encumbrances	0	-29,929	-29,929	0.00	-29,929	0.00
57099100		Total 57099100 OFS-Contribution fro	0	-5,360,929	-5,360,929	0.00	-5,360,929	0.00
Revenue Total			-4,084,000	-5,360,929	-9,444,929	-33,515,423.84	24,070,495	354.90

Expenses as of 3/14/2024

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTT	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003703	411000	Salaries and Wages	812,000	97,000	909,000	479,519.04	0.00	429,481	52.80
57003703	411020	Board and Elections Stipends	11,000	0	11,000	4,100.00	0.00	6,900	37.30
57003703	411075	S&W-Housing Stipend	5,000	0	5,000	0.00	0.00	5,000	0.00
57003703	412000	S&W-On-Call	25,000	0	25,000	13,135.61	0.00	11,864	52.50
57003703	416000	S&W-Overtime	25,000	0	25,000	7,703.53	0.00	17,296	30.80
57003703	416010	Hours Worked on a Holiday	2,000	0	2,000	1,085.90	0.00	914	54.30
57003703	416015	Call-Back Overtime	1,000	0	1,000	146.13	0.00	854	14.60
57003703	420000	Employee Benefits	334,230	39,000	373,230	0.00	0.00	373,230	0.00
57003703	420002	Deferred Compensation	0	0	0	3,718.64	0.00	-3,719	100.00
57003703	420004	FICA	0	0	0	36,786.86	0.00	-36,787	100.00
57003703	420006	Virginia Retirement System	0	0	0	68,050.31	0.00	-68,050	100.00
57003703	420008	Group Health	0	0	0	41,773.20	0.00	-41,773	100.00
57003703	420010	Worker's Compensation	0	0	0	4,023.73	0.00	-4,024	100.00
57003703	420012	Group Term Life Insurance	0	0	0	6,061.76	0.00	-6,062	100.00
57003703	420014	Long Term Disability	0	0	0	2,149.43	0.00	-2,149	100.00
57003703	420016	Unemployment	0	0	0	24.07	0.00	-24	100.00
57003703	420031	Car Allowance	6,000	0	6,000	3,923.09	0.00	2,077	65.40
57003703	431000	Professional Services	75,000	1,360	76,360	69,097.96	6,499.04	763	99.00
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	2,500	0	2,500	26.38	0.00	2,474	1.10
57003703	436000	Advertising Services	60,000	0	60,000	1,245.40	0.00	58,755	2.10
57003703	439000	Other Purchased Services	18,000	164	18,164	19,742.84	2,102.24	-3,681	120.30
57003703	441000	Information Technology Charges	84,750	0	84,750	63,561.00	0.00	21,189	75.00
57003703	441005	Phones and Voicemail Charges	21,140	0	21,140	15,854.00	0.00	5,286	75.00
57003703	441045	GIS Charges	8,930	0	8,930	6,698.00	0.00	2,232	75.00
57003703	441050	IT Purchases Mid-Year	1,060	0	1,060	627.58	0.00	432	59.20
57003703	442000	Motor Vehicle Charges	66,970	0	66,970	50,227.00	0.00	16,743	75.00
57003703	444000	Cost Allocation Charges	182,960	0	182,960	137,219.00	0.00	45,741	75.00
57003703	447000	Radio Charges	1,560	0	1,560	1,170.00	0.00	390	75.00
57003703	451001	Utilities	25,000	0	25,000	4,112.50	0.00	20,888	16.50
57003703	451002	City Utility Charges	131,000	0	131,000	80,637.16	0.00	50,363	61.60
57003703	452003	Cell Phone Charges	5,000	0	5,000	2,689.97	0.00	2,310	53.80
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	1,021.35	0.00	1,979	34.00
57003703	452008	Telephone Service Charges	500	0	500	92.25	30.75	377	24.60
57003703	452009	Long Distance Charges	100	0	100	35.15	0.00	65	35.20

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTT	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003703	453000	Insurance	55,000	0	55,000	41,630.00	0.00	13,370	75.70
57003703	454001	Operating Leases	3,500	0	3,500	1,567.35	522.45	1,410	59.70
57003703	455001	Mileage	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	455002	Training and Travel	15,000	0	15,000	4,230.59	0.00	10,769	28.20
57003703	455005	Meeting / Business Expense	8,000	0	8,000	1,187.24	0.00	6,813	14.80
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	6,303.00	0.00	197	97.00
57003703	458099	Miscellaneous Expense--Airport	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	461000	Office Supplies	3,500	0	3,500	13,949.57	975.93	-11,426	426.40
57003703	462000	Other Supplies	10,000	0	10,000	9,555.63	0.00	444	95.60
57003703	463000	Books and Subscriptions	500	0	500	198.00	0.00	302	39.60
57003703	464000	Uniforms and Safety Apparel	4,500	0	4,500	4,360.02	0.00	140	96.90
57003703		Total 57003703 Airport Operations	2,068,700	137,524	2,206,224	1,209,240.24	10,130.41	986,853	55.30
57003710	433000	Maintenance Services	60,000	13,408	73,408	38,645.30	919.91	33,842	53.90
57003710	433001	Refuse Collection Services	6,200	0	6,200	1,819.20	2,130.00	2,251	63.70
57003710	433003	Janitorial Services	50,000	0	50,000	31,339.29	15,559.20	3,102	93.80
57003710	433006	Mowing Services	25,000	0	25,000	16,332.64	15,354.12	-6,687	126.70
57003710	433008	HVAC	12,000	0	12,000	15,626.36	0.00	-3,626	130.20
57003710	433009	Elevator Services	8,000	0	8,000	0.00	0.00	8,000	0.00
57003710	433010	Snow Removal	25,000	0	25,000	12,810.17	0.00	12,190	51.20
57003710	433012	Airfield Lighting Maintenance	8,000	0	8,000	0.00	5,680.00	2,320	71.00
57003710	433014	Elevator Inspections	3,000	0	3,000	0.00	0.00	3,000	0.00
57003710	433015	Vehicle/Apparatus Maintenance	30,000	0	30,000	11,528.05	0.00	18,472	38.40
57003710	439000	Other Purchased Services	45,000	0	45,000	29,870.00	0.00	15,130	66.40
57003710	439004	Paving Services	65,000	0	65,000	0.00	0.00	65,000	0.00
57003710	439008	Hazmat Disposal	17,000	0	17,000	115.80	0.00	16,884	0.70
57003710	439014	Security Services	95,000	8,522	103,522	25,201.80	0.00	78,321	24.30
57003710	454004	Miscellaneous Rentals	3,000	0	3,000	1,466.56	0.00	1,533	48.90
57003710	462000	Other Supplies	26,000	0	26,000	7,767.76	0.00	18,232	29.90
57003710	462001	Tools	10,000	0	10,000	2,284.28	0.00	7,716	22.80
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	5,534.19	0.00	9,466	36.90
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	423.15	0.00	19,577	2.10
57003710	462047	Airfield Supplies	40,000	0	40,000	924.86	0.00	39,075	2.30
57003710	462048	Security Supplies	25,000	0	25,000	4,831.71	0.00	20,168	19.30
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	367.06	0.00	4,633	7.30
57003710	462067	Maintenance Supplies	2,500	0	2,500	1,726.69	0.00	773	69.10
57003710	466000	Building and Repair Materials	35,000	0	35,000	12,022.65	0.00	22,977	34.40
57003710	467000	Fuels/Oils/Lubricants	11,500	0	11,500	6,222.00	0.00	5,278	54.10

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTT	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	12,895.07	0.00	12,105	51.60
57003710	471000	Equipment & Machinery Purch	200,000	6,475	206,475	105,288.71	0.00	101,186	51.00
57003710		Total 57003710 Airport Maintenance	867,200	28,405	895,605	345,043.30	39,643.23	510,919	43.00
57003711	433000	Maintenance Services	14,000	0	14,000	771.72	0.00	13,228	5.50
57003711	433008	HVAC	5,000	0	5,000	3,376.60	0.00	1,623	67.50
57003711	433009	Elevator Services	3,000	0	3,000	21.25	0.00	2,979	0.70
57003711	433014	Elevator Inspections	2,000	0	2,000	548.08	0.00	1,452	27.40
57003711	462000	Other Supplies	3,000	0	3,000	2,346.06	0.00	654	78.20
57003711		Total 57003711 FAA Tower Nonreimbur	27,000	0	27,000	7,063.71	0.00	19,936	26.20
57003712	433000	Maintenance Services	14,000	0	14,000	5,816.96	2,800.20	5,383	61.60
57003712	451002	City Utility Charges	19,000	0	19,000	12,464.54	0.00	6,535	65.60
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	214.63	0.00	785	21.50
57003712		Total 57003712 FAA Tower Reimbursab	34,000	0	34,000	18,496.13	2,800.20	12,704	62.60
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	0.00
57003713	431003	Marketing	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	433003	Janitorial Services	2,500	0	2,500	337.66	0.00	2,162	13.50
57003713	439000	Other Purchased Services	15,000	0	15,000	2,641.40	0.00	12,359	17.60
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	12,000	0	12,000	721.34	0.00	11,279	6.00
57003713		Total 57003713 Airport-Special Proj	35,500	0	35,500	3,700.40	0.00	31,800	10.40
57003793	431000	Professional Services	0	0	0	1,500.00	0.00	-1,500	100.00
57003793	462000	Other Supplies	150,000	0	150,000	0.00	0.00	150,000	0.00
57003793	481001	Principal - Bonds Payable	195,000	0	195,000	195,000.00	0.00	0	100.00
57003793	481021	Interest - Bonds Payable	14,930	0	14,930	14,928.75	0.00	1	100.00
57003793	492575	Transfer to Airport Capital	297,000	5,195,000	5,492,000	5,407,283.00	0.00	84,717	98.50
57003793	496004	Contrib to Net Position	394,670	0	394,670	0.00	0.00	394,670	0.00
57003793		Total 57003793 Airprt Capex-Finance	1,051,600	5,195,000	6,246,600	5,618,711.75	0.00	627,888	89.90
		Expense Total	4,084,000	5,360,929	9,444,929	7,202,255.53	52,573.84	2,190,100	76.80

Cust #	Customer Name	Bill #	Bill Due Date	30 to 60	61 to 90	91 to 120	Over 120 Days	Notes:
83168	HERNANDEZ, MARCO	3020901	08/02/2023	\$0.00	\$0.00	\$0.00	\$170.00	lien in place
83168	HERNANDEZ, MARCO	3020902	08/31/2023	\$0.00	\$0.00	\$0.00	\$170.00	Derelict planes
83168	HERNANDEZ, MARCO	3020903	10/01/2023	\$0.00	\$0.00	\$0.00	\$170.00	
				\$0.00	\$0.00	\$0.00	\$510.00	

Bill Sheet as of 3/14/2024

Vendor	Description	Net Amount
A R C WATER TREATMENT	Water Treatment Service	200.00
AMERICAN DISPOSAL SVCS, INC	Trash Pickup	532.50
ASSOCIATED BUILDING MAINTENANCE	Janitorial Services	9,179.42
CERTUS PROTECTION LLC	Airport Security	9,369.90
CINTAS CORP. #145	Uniform Pants/Mats/Misc/Tower Mats	1,472.82
DELTA AIRPORT CONSULTANTS INC	Design for Tie Down layout/Construction Admin	25,530.50
DUVALL'S PLUMBING/HEATING INC	Boiler repair	550.00
INSPIRED ELECTRICAL SOLUTIONS INC	Troubleshoot electrical system	755.00
INTEGRITY PROPERTY MANAGEMENT GROUP LLC	Snow & Ice Removal	12,810.17
J2 ENGINEERS INC	Surveying services	824.55
JEFFREY D HEITHOFF	Runway 16L-34R Rehab Phase Service	2,900.00
JOHN F HELTZEL AIA. A PROFESSIONAL CORP	Design & Const for ARFF Hgr	6,471.92
MANASSAS, CITY OF UTILITIES	UTILITY BILLING 02/01/2024-02/29/2024	11,372.81
MARK T OLSEN	Tree Removal	23,500.00
MOOR GREEN ESTATES HOMEOWNERS	HOA Fees	3,860.00
ORACLE ELEVATOR HOLDCO INC	Elevator Maintenance	250.00
REYNOLDS SMITH & HILLS INC	2/2/24 Enviro Assessment for ATCT PO #2	13,000.00
REYNOLDS SMITH & HILLS INC	1/26/24 Airport Layout Plan	36,570.05
REYNOLDS SMITH & HILLS INC	2/9/24 Construction Administration for Obser Rd	22,358.55
REYNOLDS SMITH & HILLS INC	Master Plan Update	35,381.60
TERMINIX PROCESSING CENTER	Termite Renewal	383.00
THE ADT SECURITY CORPORATION	Panic Monitoring	34.08
TRUGREEN CHEMLAWN	Quarterly Lawn Service	384.91
TWIN AIR LLC	HVAC Service	770.07
U S PLANTS INC	Plant Maintenance	120.00
VA BUSINESS SYSTEMS	02/28-03/27/24 Airport Copier SN#AA2M011007052	243.26
VERIZON	Phone Charges	20.50
VIRTOWER LLC	Virtower Airport Operations Tracking	500.00
Total		219,345.61

Airport Director's Office

Juan E. Rivera

Memorandum

March 15, 2024

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR FEBRUARY 2024

HANGAR OCCUPANCY RATE

East T-Hangars: 97 out of 97 Rented

100% Rented – **No change.**

West T-Hangars: 59 out of 59 Rented

100% Rented – **1 New Tenant**

East and West Hangars – 156 out of 156 – 100% Rented

Waiting List Status

Status: No vacant hangars at this time.

Breakdown

Total on List – 162

East Side - 145

West Side – 106

60x50 - 12

TIE-DOWN OCCUPANCY RATE

Tie-Downs

East Tie-Down: 73 out of 86 Rented

85% Rented – 1 Tenant Vacated

West Tie-Down: 52 out of 63 Rented

87% Rented – **3 new tenants.**

East and West Tie-Down – 128 out of 149 Rented – 84% Rented

Status: There are a number of tie-downs that are unusable due to the Observation Road project.

Squatters/Issues

One tenant has liens on their aircraft (2) for non-payment.

NOISE COMPLAINTS FOR JANUARY

There were five noise complaints recorded in February.

February Total(s):

4 – Aircraft – Overflight

1 – Aircraft – Departure

Airport Director's Office

Juan E. Rivera

A noise complaint form is available on the Airport's website for citizens who have noise concerns. The form can be completed and submitted online, or a citizen can call the Noise Hotline 24/7 at (703) 257-2576. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military. Flight Schools were contacted again. A tenant noise meeting is scheduled for March 22nd with all the flight schools and charter operators.

MASTER PLAN UPDATE

The RS&H and Airport staff continue to have bimonthly meetings to discuss the update of the Airport's Master Plan. The plan is for this project to be completed by mid-April and submitted to the FAA and VDOA for approval. Staff received a the draft Aviation Forecast and the draft ALP.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

The contractor, Phillips LLC has installed a temporary road to access the west side of the airport during construction. This road is open and operational. The contractor has started construction the pond embankment and diversion dike.

TAXIWAY B/ TAXILANE Y REHABILITATION

A Notice to Proceed is expected to be issued by March 25th . Staff has sent notices to tenants and posted on social media regarding the expected closures. Contractor has started to install some E&S control measures. This project is expected to be an 80 day project.

TRANSITION TO A COMMERCIAL SERVICE AIRPORT

1. Airport Operating Certificate (AOC)

Staff is waiting to hear back from the FAA regarding their second submittal of the AOC. A contract has been signed with the Architect to complete base architectural design services. The plan is the have the built-out completed by the end of August.

The ARFF Services will be awarded to Pro-Tec. The Airport Director has met with Pro-Tec and is discussing contract issues and how we will ramp up service.

2. Airport Security Program (ASP)

Mr. Nick Carr continues to work on the ASP and meet with contractors to aid in the development of the new security program.

ATC TOWER EA

The airport, Tower personnel and FAA employees took part in the VISTA Siting study. This gave the tower personnel to opportunity to view all three potential tower sites at various heights under all types of weather and day/night time conditions. The potential site chosen is site three, which will be analyzed by the FAA before a final decision will be made.

Airport Director's Office

Juan E. Rivera

RUNWAY 16L- 34R REHABILITATION DESIGN AND BIDDING

The Airport conducted and IFE on the preliminary design. The State approved a grant for this project. The airport is working with the engineer to get the project started.

UPCOMING EVENTS

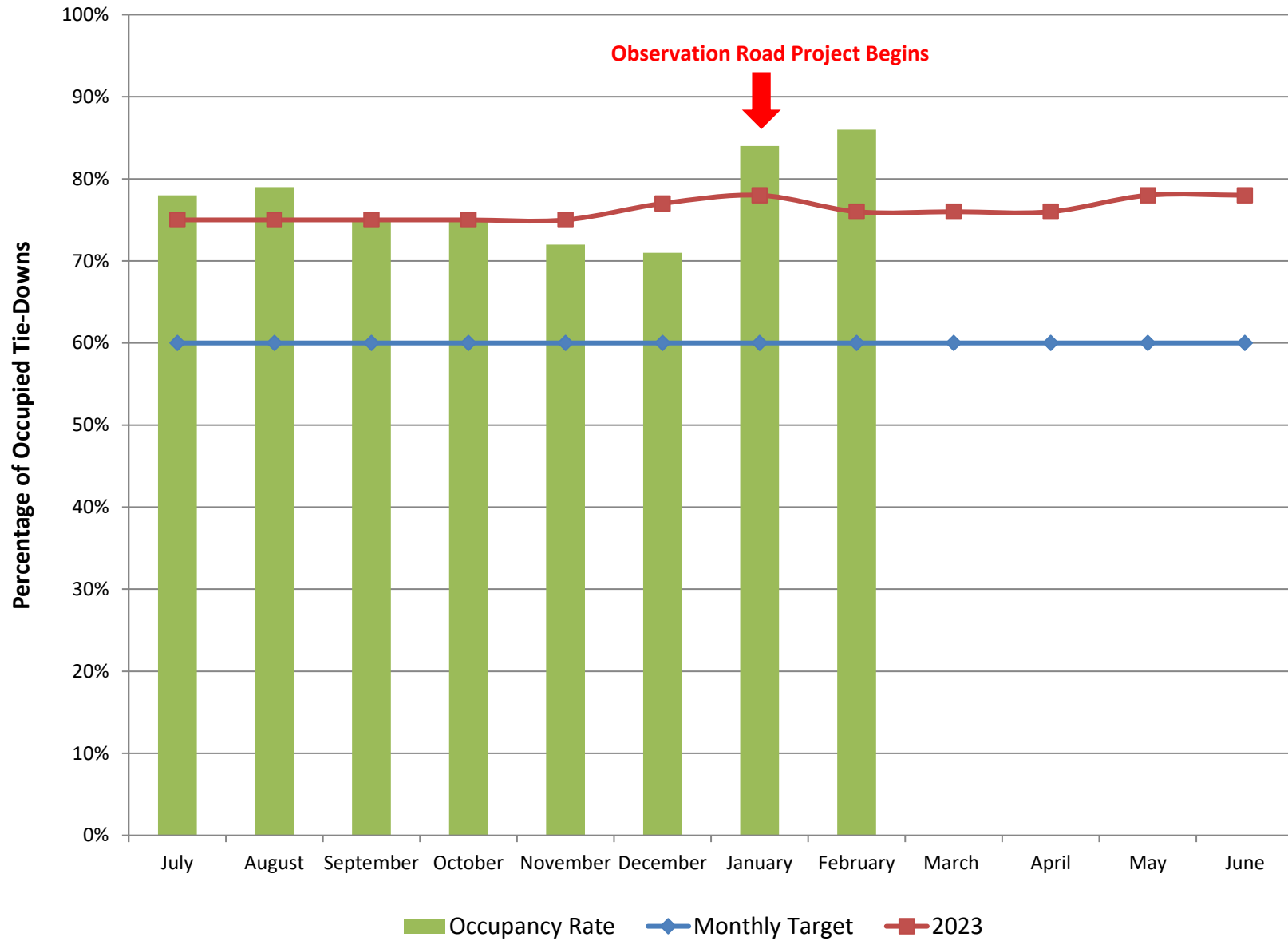
NONE

Juan E. Rivera

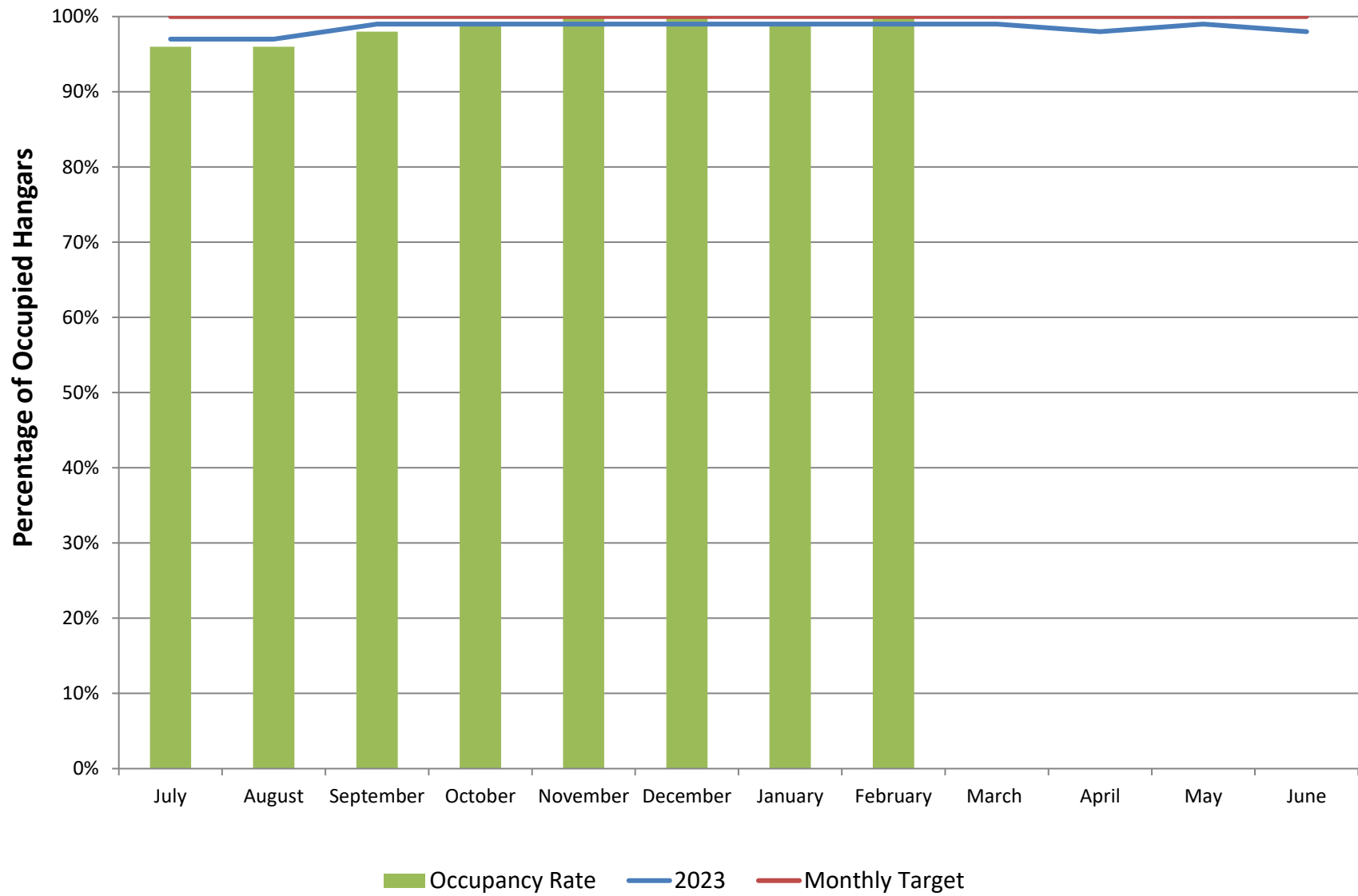
Juan E. Rivera, Director
Manassas Regional Airport

Attachments: Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates

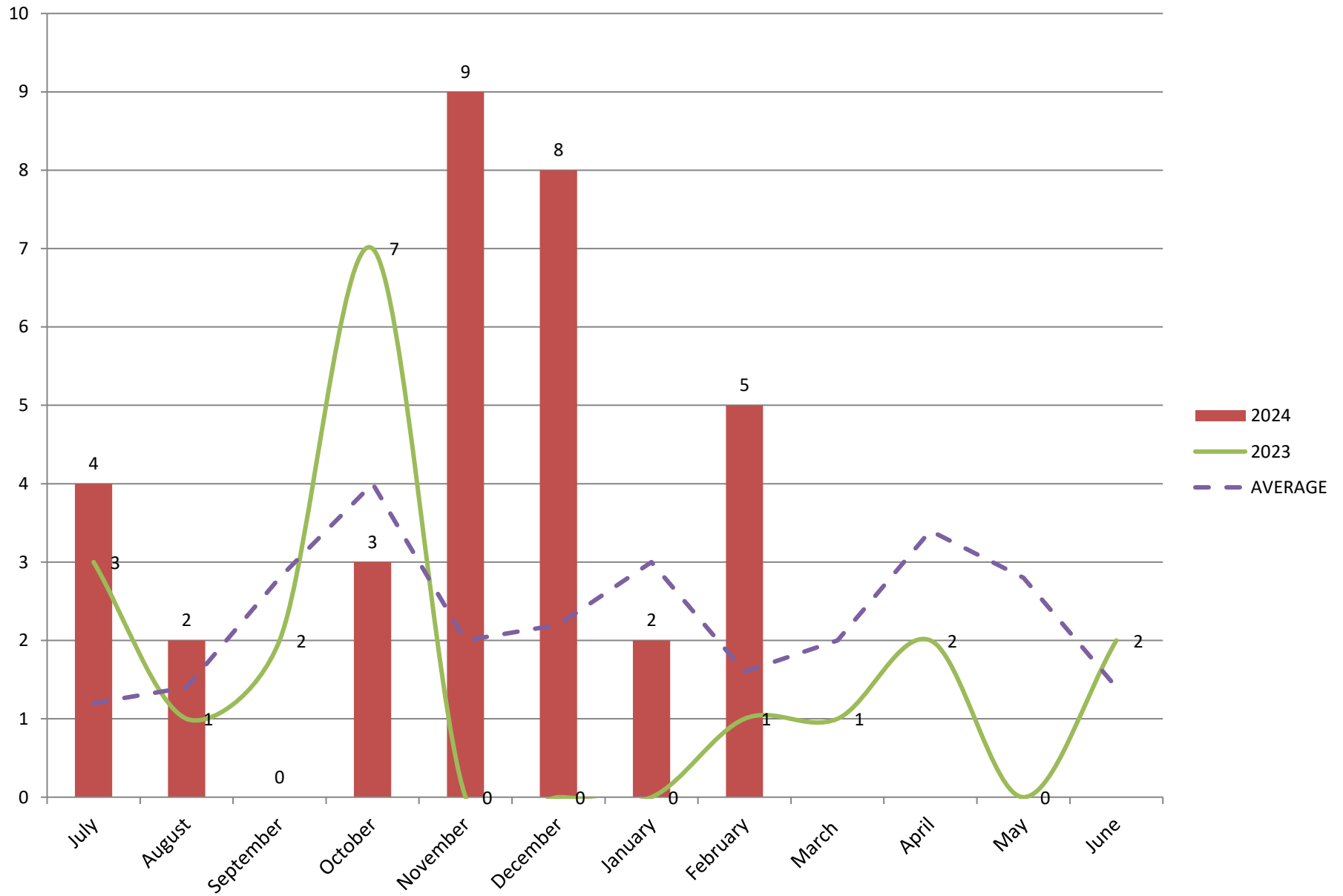
FY2024 Tie-Down Occupancy Rates



FY2024 Hangar Occupancy Rates



Noise Complaints FY 2023-2024

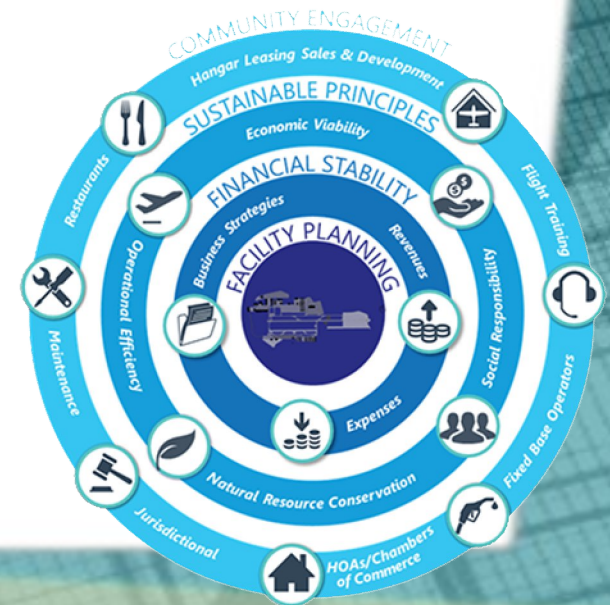


Construction Projects

March 2024 Update

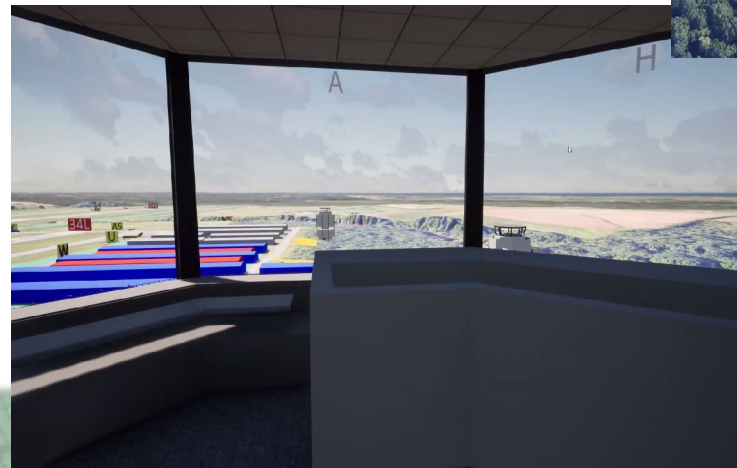
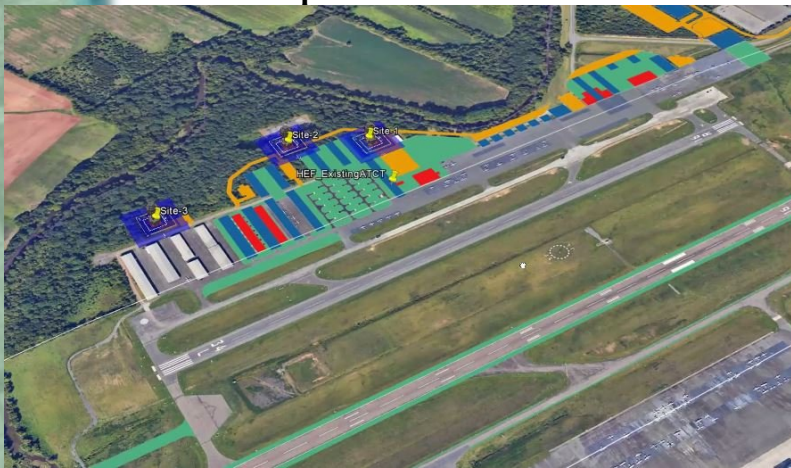
Master Plan Update 2022

- The Master Plan update is a comprehensive study designed to depict an airport's short-, medium-, and long-term development plans. The data collected is used to create a development plan forecasted over a 20-year planning horizon.
- Delivered the Aviation Forecast draft analysis and Airport Layout Plan draft
- Cost to date: \$696,144.80 of \$791,992.00
- Completion: Projected to be completed April 15 2024
 - Submit to FAA, DOAV for review
 - Completion by Summer 2024
- Change order: Include 139 Certification
 - Additional Grant from DOAV
 - ALP to Include Commercial Service, Forecast Numbers



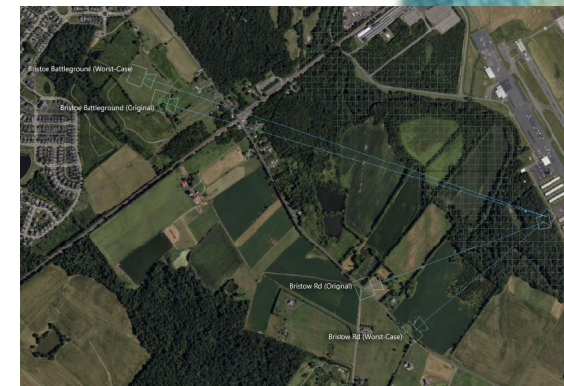
ATC Tower Siting

- During this project the FAA will perform the siting and develop requirements documentation for a new air traffic control tower. Siting is scheduled for February 2024.
 - Analyzing the visualization images of views from the Vista site exercises.
- Cost to Date: \$32,000 of \$297,253
- Completion:



ATC Tower Environmental Assessment (EA)

- The scope of this project is to conduct an Environmental Assessment of the proposed tower sites to avoid or minimize potential impacts.
- Continued working on the construction emissions inventory analysis.
- Continued coordination of the Biological Resources/Wetlands and Visualization team members.
- Biologist began developing vegetation/field guides for upcoming survey in April.
- Visualization Team - photography cataloging, and conducted trip to Manassas for photos.
- Cost to Date: Phase 1: \$64,640
 - Phase 2: \$262,316(w/all optional tasks)
- Completion: October 2024
 - Total Days of Project: Day 204 of 320 days



West Corporate Development Site- Drainage Improvements (Construction)

- The project will include the Observation Road relocation, construction of a retaining wall, stormwater retention pond, utility relocation(water main, storm sewer, communication, natural gas, sanitary sewer force main and pump station, 2 hangars demoed and environmental remediation.
 - Temporary road is open and operational.
 - Started constructing diversion dike and pond embankment
- Cost to Date: \$380,102.09
- Completion: Fall 2024
- Total Days of Project: 67 of 230 days
- Change Orders: N/A



MASLR Infrastructure Upgrade Project

- The objective of this project is to remove and install new low impact resistant structures and foundations. Re-wire the Threshold light bar and replace light fixtures, replace conduit throughout project.
 - Night closures are completed.
 - Concrete bases have been paved and tower structures are being installed.
- Cost to Date: \$2,000,000
- Completion: 6 Months (Spring 2024)
- Change Orders: N/A



Reconstruct Taxiway B and Taxilane Y (Construction)

- The objective of this project is to rehabilitate Taxiway B/Taxilane Y. To bring both taxiways and taxilane into compliance with FAA standards.
 - Installing erosion and sediment control measures along taxiway.
- Cost to Date:
 - Design: \$538,000
 - Construction: Taxiway B: \$3,702,975, Taxilane Y: \$660,385
- Completion: Construction expected to start March 25th
 - Total Days of Project: 80 days
- Change Orders: N/A



ARFF Hangar Remodel

The objective of this project is to outfit the hangar as a ARFF hangar and office space.

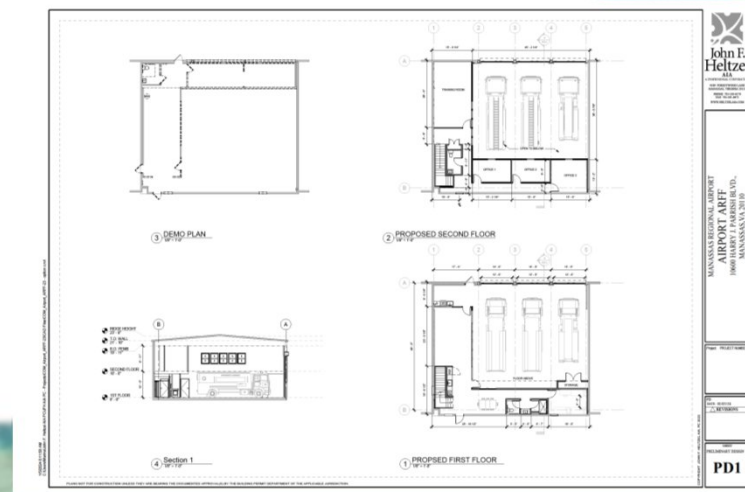
-Signed contract for:

- Architectural permit & Construction documents phase
- Structural permit & Construction documents phase
- Mechanical, Electrical, & Plumbing documents phase
- Jurisdiction documents review phase
- Engineering for Structural, Mechanical, Electrical & Plumbing.
- Design team completed site visit.

Cost to Date: \$13,500 Architect drawings

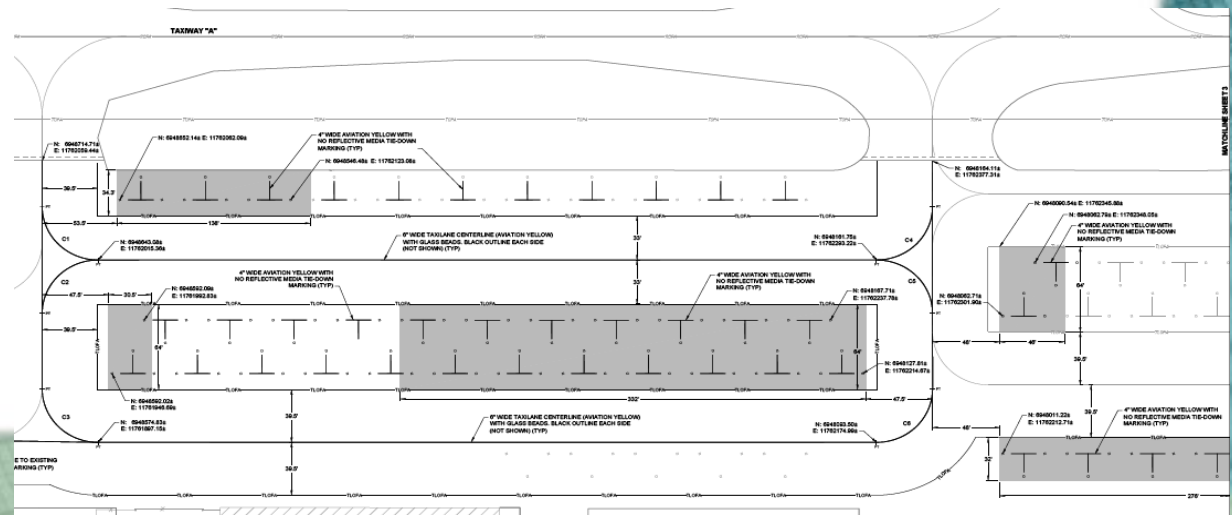
Design Services: \$70,716.00

Completion: Completion by August



West Apron Tie-Down Layout

- The objective of this project is to develop up to 3 tie-down layout alternatives to add an additional tie-down spaces throughout the west apron.
 - Pre-bid meeting March 19th
 - Bids due March 28th
 - Cost to Date:
 - Completion: Summer 2024
 - Change Orders: N/A
-



Questions?



FOD Winner!



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	March 21, 2024
TIME ESTIMATE:	10 Minutes
AGENDA TITLE:	Update of Strategic Plan based on Airport Commission Retreat
RECOMMENDATION:	N/A
MOTION:	N/A
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	This will be an update on the Strategic Plan based on comments received from the Airport Commission Retreat and other ongoing updates.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Jolene Berry, Assistant Airport Director jberry@manassasva.gov 703-257-8279

The background of the slide is a photograph of the Manassas Regional Airport. A large, dark grey sign with the airport's name in a light blue script font is visible. Above the sign, a hot air balloon with a red and blue chevron pattern floats in a clear blue sky with some light clouds. In the background, there are some airport buildings and a yellow school bus.

STRATEGIC PLAN REVIEW

March 21, 2024



STRATEGIC PRIORITIES

Operational Expansion & Improvement:

The Airport will create an exceptional, world-class experience for our current and future aviation customers.

Business Growth & Economic Development:

The Airport will position itself for business growth and development through sound master planning, aggressive marketing efforts and strategic partnerships.

Sustainability & Organizational Excellence:

The Airport will operate in such a manner as to optimize revenue generation for continued growth while managing operating costs so as to create a strong bottom line and financial stability.

Innovation & Emerging

Technology: The Airport will take a leadership role in preparing for and supporting new Advanced Air Mobility (AAM) technology in the region.

Community Education &

Partnerships: The Airport will contribute to the community's learning environment by providing innovative and engaging opportunities about the aviation industry, including education and careers.



PRIORITY 1 OPERATIONAL EXPANSION & IMPROVEMENT

GOAL 1 ENHANCE ONSITE SERVICES NEEDED TO SUPPORT EXISTING TENANTS & ATTRACT ADDITIONAL AERONAUTICAL USES

- 1.1 Runway improvement in FY23-25 CIP
 - Runway 16L/34R Enhancement Project
 - Rehab, widen, install shoulders, new LED lights – 2 phases
- 1.2 Funding path for new tower
 - Going through EA Project
 - Going through Siting Project
- 1.3 Provide ARFF (Aircraft Rescue Firefighting)
 - Accomplished thru 139 certification transition
 - Designing facility buildout, complete construction Summer '24
 - RFP(Request For Proposal) out early October
 - Chief starts Spring '24
 - Firefighters start Summer/Fall '24



PRIORITY 1 OPERATIONAL EXPANSION & IMPROVEMENT

GOAL 2 DEVELOP A METHOD OF MEASURING CUSTOMER SATISFACTION TO ACCURATELY MEASURE THE SUCCESS OF CURRENT EFFORTS AND IDENTIFY WAYS TO ENHANCE CUSTOMER SERVICE

- 2.1 Look at paying for a customer satisfaction survey
 - AVPort will complete something on this once airlines start
- 2.2 Incorporate survey in strategic planning process
- 2.3 Develop customer service goals and measurements
 - Meet quarterly with FBO(Fixed Based Operator) GM's



PRIORITY 1 OPERATIONAL EXPANSION & IMPROVEMENT

GOAL 3 UPDATE THE AIRPORT'S MASTER PLAN TO GUIDE THE FUTURE GROWTH & DEVELOPMENT OF THE AIRPORT

- 3.1 Determine best use for terminal building
 - Start airline service in 2025
- 3.2 Location for piston vs turbine operation
 - West Side Development
 - Some presence still on east side
- 3.3 Identify infrastructure needed for growth
 - Demoing old Dulles Aviation hangars – Oct 2024
 - Additional tie-downs, t-hangars and 60X50 hangars on NW ramp area



PRIORITY 2 BUSINESS GROWTH & ECONOMIC DEVELOPMENT

GOAL 1 ENSURE A STRONG ECONOMIC PLATFORM FOR ON & OFF AIRPORT DEVELOPMENT

- 1.1 Identify fleet mix for Master Plan Update
 - Master Plan should be completed mid-April, approved by Summer '24
- 1.2 Work with Manassas & PWC Economic Development
 - Schedule a marketing meeting w/AVPorts, PW County, City Economic Development and Airport
- 1.3 Encourage Airport business participation in City, County, and Chamber events
 - Airport hosted Open House event in May 2023
 - Airport is hosting Aviation Career Fair October '22 & November '23
- Have an Open House & Tour for Elected Officials, City/County– Fall '24



PRIORITY 2 BUSINESS GROWTH/ECONOMIC DEV

GOAL 2 RAISE THE AWARENESS OF THE AIRPORT'S PRESENCE IN THE COMMUNITY AND IN THE REGION AS AN EXECUTIVE AIRPORT & CENTER OF INNOVATION

- 2.1 Update marketing plan
 - Will do this with airport changing to a Certificated 139 airport
- 2.2 Develop independent website
 - Will to do this with airlines.
- 2.3 Enhance Airport's social media presence
 - Have incorporated stock pictures/images with certain post, i.e. weather, construction, runway closures
 - Will do this with airport changing to a Certificated 139 airport.



PRIORITY 2 BUSINESS GROWTH & ECONOMIC DEVELOPMENT

GOAL 3 CAPITALIZE ON THE FORECAST GROWTH IN CORPORATE & PRIVATE JET SERVICE TO GROW THE AIRPORT'S REVENUES

- 3.1 Develop NW corporate pad
 - Additional tie-downs will be installed Summer' 24
- 3.2 Develop SE corporate pad
 - Airport has given tour to several people.
 - Maybe used for temporary parking area for airlines.
- 3.3 Pursue potential for SW development area
 - Not available at this time.
- Build a stronger relationship with PWC – have a continuous meeting with them



PRIORITY 3 INNOVATION & EMERGING TECHNOLOGY

GOAL 1 ESTABLISH AN EMERGING TECHNOLOGIES TASK FORCE TO IDENTIFY WHAT EMERGING TECHNOLOGY IS BEST SUITED FOR AND MEETS THE DEVELOPMENT GOALS OF THE AIRPORT

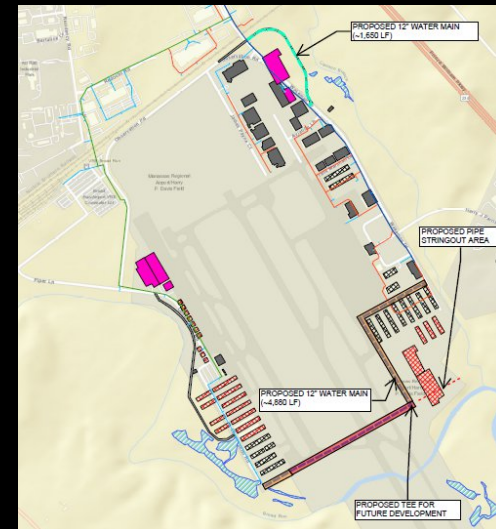
- 1.1 Host a conference on emerging tech
 - AAM Event, July 2023
- 1.2 Participate in AAM forums
 - Staff attends Virginia Advance Air Mobility Alliance Meetings
- 1.3 Include Emerging Technologies in Masterplan Update
 - Emerging Technologies did not make it into the Master Plan as it is too broad of a subject to put within the plan.



PRIORITY 3 INNOVATION & EMERGING TECHNOLOGY

GOAL 2 EVALUATE THE UTILITY INFRASTRUCTURE NEEDED TO SUPPORT EMERGING TECHNOLOGIES

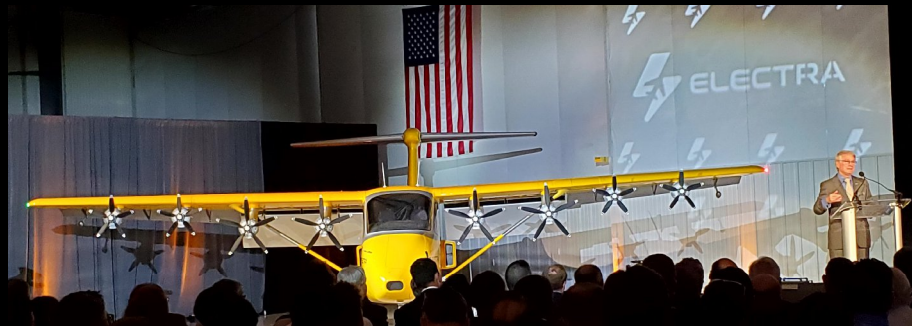
- 2.1 Convene joint Airport/Utilities committee
 - Staff has worked with Utilities to aid in the development of the Utilities Master Plan.
 - Boring samples will be taken soon, with the hope to start the water pipe install under the runway. This will allow a continuous loop for water.
- 2.2 Identify utility shortfalls for CIP
- 2.3 Develop Airport Utilities Plan
 - Utility Department has developed a Airport Utilities Improvements Plan in 2021



PRIORITY 3 INNOVATION & EMERGING TECHNOLOGY

GOAL 3 CELEBRATE THE SUCCESSES OF KEY TENANTS WORKING IN ADVANCED AIR MOBILITY(AAM) TECHNOLOGIES

- 3.1 Explore Airport's opportunities in AAM
 - Have two tenants with AAM capabilities.
 - Lack land to further support AAM infrastructure.
- 3.2 Include tenant AAM info in annual report
- 3.3 Advertise Airport's activity with AAM
 - Hosted AAM event and sent press releases out about the event.



PRIORITY 4 COMMUNITY EDUCATION & PARTNERSHIPS

GOAL 1 DEVELOP AT LEAST ONE AVIATION WORKFORCE INITIATIVE ALIGNED WITH THE WORKFORCE NEEDS OF THE AIRPORT & CUSTOMERS

- 1.1 College level partner for aerospace related program
 - Airport staff has created a CTE (Career & technical Education) working group
 - Working with the schools(MC, MP, PWC) to establish an Aviation Academy.
- 1.2 Resource for K-12 Career and CTE programs
 - She Camp
 - Young Eagles Program by EAA Chapter 186
 - Aviation Career Fair
- 1.3 Investigate annual middle school event
 - 2nd Annual Aviation Career Fair, Nov '23



PRIORITY 4 COMMUNITY EDUCATION & PARTNERSHIPS

GOAL 2 ENSURE THAT THE AIRPORT IS ACTIVELY ENGAGED IN THE COMMUNITY

- 2.1 Initiate/support onsite community events
 - Airport Open House
 - Runway Race
 - Tuskegee Airmen/WASP Event
- 2.3 Post significant accomplishments on social media
 - Continue to post event and engagements through Social Media



PRIORITY 4 COMMUNITY EDUCATION & PARTNERSHIPS

GOAL 3 ENSURE AN EFFECTIVE WORKING RELATIONSHIP WITH ELECTED OFFICIALS & PRIVATE BUSINESS CEO'S TO SHARE THE AIRPORT'S VISION & ACHIEVE THE STRATEGIC PRIORITIES

- 3.1 Hold a workshop to present Strategic Plan and provide update
 - Held Commission Retreat in Fall '23
- 3.2 Invite key organizations to hold meetings in the Terminal
 - City Departments and County have meetings in Terminal conference rooms
- 3.3 Create a Commission Committee to aid in the development in the airport's Strategic Plan
 - We will be doing this in the coming months
- Start a Task Force that would include businesses from the City and County.



PRIORITY 5 SUSTAINABILITY & ORGANIZATIONAL EXCELLENCE

GOAL 1 CONTROL AND ALIGN AIRPORT FINANCES WITH AIRPORT & CITY STRATEGIC GOALS

- 1.1 Identify Staffing requirements
 - New Positions: Operations, **Security Coordinator**, ARFF Chief and Fire Fighters
- 1.2 Create new revenue opportunities
 - Airlines landing fees, less than 12.5K lbs and not based
 - NE corner land development
- 1.3 Develop leadership succession plan
 - Develop milestones for Operations and Maintenance

**Job
Openings!**



PRIORITY 5 SUSTAINABILITY & ORGANIZATIONAL EXCELLENCE

GOAL 2 COMPLY WITH SAFETY, HEALTH, AND SECURITY REGULATIONS THROUGH ENGAGEMENT & PARTNERSHIPS WITH REGULATORY AGENCIES

- 2.1 Improve staff training
 - Annual 139 training, in person, virtual, video's through DigiCast, conferences
- 2.2 Engage with industry work groups
 - Attend local aviation conferences and organizational meetings
 - Staff toured 3 – 139 airports in Virginia
- 2.3 Participate in regional industry partnerships
 - AAAE, GWBAA



PRIORITY 5 SUSTAINABILITY/ORGANIZATION EXCELLENCE

GOAL 3 ENSURE HEALTHY EMPLOYEE SATISFACTION RATING FOR THE OVERALL WORKING ENVIRONMENT AT THE AIRPORT & ADDRESS STAFF'S UNDERSTANDING OF THE MEANING & PURPOSE OF THEIR RESPONSIBILITIES

- 3.1 Provide training for professional growth
 - ACE Training, HVAC Certification, Pesticide Course, CDL, DigiCast
- 3.2 Right size staff
 - Increasing Ops as airline service approaches
 - Continue to hire airport staff
- 3.3 Enhance internal communications
 - Weekly Meetings, Calendar items, forward email communications



Where do we go from here?



OFF-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF MANASSAS

FAA CONTRACT NO: 69435Z-24-L-00025

ATID/FACILITY TYPE: HEF MALSR

LOCATION: Manassas, Virginia

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between City of Manassas, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Description of Premises (09/2021) 6.1.4-3 This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of:

FACILITY SITE

TRACT 2 (CITY OF MANASSAS)

(GPIN: 091-01-1B1, DB 1207 PG 424)

FROM A POINT OF BEGINNING #2 ON THE NORTHERN RIGHT OF WAY OF SOUTHERN RAILROAD, SAID RIGHT OF WAY IS DESCRIBED WITHIN THOSE RECORDS HELD AT THE COURTHOUSE OF THE CITY OF MANASSAS IN DB 1601 PG 328 (PLAT). THENCE DEPARTING SAID NORTHERN RIGHT-OF-WAY AND CROSSING THAT PARCEL#091-01-1B1, WHO'S OWNERSHIP IS DESCRIBED WITHIN SAID COURTHOUSE IN DB 1207 PG 424, A BEARING OF N29°58'51"W FOR A DISTANCE OF 454.11 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF REDOUBT ROAD, AN 80' RIGHT OF WAY AS DESCRIBED WITHIN THOSE RECORDS HELD AT SAID COURTHOUSE IN INST#200407080115215 (PLAT)

THENCE, WITH SAID SOUTHERN RIGHT OF WAY, N63°19'03"E FOR A DISTANCE OF 56.61 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH 66°33'22", HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S83°24'16"E FOR A DISTANCE OF 27.44 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 55°02'35", HAVING A RADIUS OF 68.00 FEET, AND WHOSE LONG CHORD BEARS S77°38'52"E FOR A DISTANCE OF 62.84 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

THENCE DEPARTING SAID SOUTHERN RIGHT-OF-WAY AND CROSSING SAID PARCEL, S29°58'51"E FOR A DISTANCE OF 328.86 FEET TO A POINT ON THE BEGINNING OF A NON-TANGENTIAL CURVE,

SAID CURVE BEING ON SAID NORTHERN RIGHT-OF-WAY OF SOUTHERN RAILROAD, TURNING TO THE RIGHT THROUGH 16°50'40", HAVING A RADIUS OF 478.34 FEET, AND WHOSE LONG CHORD BEARS S33°09'20"W FOR A DISTANCE OF 140.12 FEET TO THE POINT OF BEGINNING, CONTAINING 1.166 ACRES, MORE OR LESS.

TRACT 3 (CITY OF MANASSAS)

(GPIN: 091-01-1C1A, DB 1207 PG 426)

FROM A POINT OF BEGINNING #3 ON THE NORTHERN RIGHT OF WAY OF REDOUBT ROAD, AN 80' RIGHT OF WAY AS DESCRIBED WITHIN THOSE RECORDS HELD AT THE COURTHOUSE OF THE CITY OF MANASSAS IN INST#200407080115215 (PLAT), SAID POINT OF BEGINNING BEING 146.53' SOUTHWEST OF A MONUMENT FOUND AT THE POINT OF TANGENCY.

THENCE DEPARTING SAID NORTHERN RIGHT-OF-WAY AND CROSSING THAT PARCEL#091-01-1C1A, WHO'S OWNERSHIP IS DESCRIBED WITHIN SAID COURTHOUSE IN DB 1207 PG 426, A BEARING OF N29°58'51"W FOR A DISTANCE OF 273.05 FEET TO A POINT,

THENCE, N60°00'07"E FOR A DISTANCE OF 125.00 FEET TO A POINT.

THENCE, S 29° 58' 51" E FOR A DISTANCE OF 280.29 FEET TO A POINT ON SAID NORTHERN RIGHT-OF-WAY, SAID POINT BEING 21.33' SOUTHWEST OF SAID POINT OF TANGENCY MONUMENT FOUND. THENCE WITH SAID NORTHERN RIGHT-OF-WAY S63°19'03"W A DISTANCE OF 125.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.794 ACRES, MORE OR LESS.

ACCESS ROAD

TRACT 4 (CITY OF MANASSAS)

(REDOUBT ROAD RIGHT OF WAY)

FROM A POINT OF BEGINNING #4 ON THE NORTHERN RIGHT OF WAY ON REDOUBT ROAD, AN 80' RIGHT OF WAY AS DESCRIBED WITHIN THOSE RECORDS HELD AT THE COURTHOUSE OF THE CITY OF MANASSAS IN INST#200407080115215 (PLAT), SAID POINT OF BEGINNING BEING LOCATED S 63" 19' 03" W A DISTANCE OF 21.34' AND S 61" 19' 03" W A DISTANCE OF 30.94' FROM AN IRON PIPE FOUND, SAID PIPE BEING ON THE NORTHERN RIGHT OF WAY OF REDOUBT ROAD AND COMMON TO THE

PROPERTY NOW OR FORMERLY BY THE CITY OF MANASSAS AS SHOWN IN DEED

BOOK 1207 PAGE 426 RECORDED IN SAID COURTHOUSE,

THENCE CONTINUING ALONG SAID RIGHT OF WAY S 63" 19' 03" W A DISTANCE OF

19.13' TO A POINT, THENCE CONTINUING ALONG SAID RIGHT OF WAY S 63" 19' 03" W A DISTANCE OF 5.91' TO A POINT,

THENCE CROSSING TO THE SOUTHERN RIGHT OF WAY OF REDOUBT ROAD S 29" 53' 48" E A DISTANCE OF 83.59 TO A POINT AT THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID POINT BEING COMMON TO THE PREVIOUSLY DESCRIBED RIGHT OF WAY AND PARCEL#091-01-1B1, WHO'S OWNERSHIP IS DESCRIBED WITHIN SAID COURTHOUSE IN DB 1207 PG 424,

THENCE SAID CURVE TURNING TO THE RIGHT THROUGH 36"03'16", HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 68"09'13" E FOR A DISTANCE OF 15.47 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 24"24'28", HAVING A RADIUS OF 25.00 FEET, AND WHOSE LONG CHORD BEARS S 62"19' 49" E FOR A DISTANCE OF 28. 75 FEET TO A POINT,

THENCE CROSSING TO THE NORTHERN RIGHT OF WAY OF REDOUBT ROAD N 29"53'48" WA DISTANCE OF 118.60 FEET TO THE POINT OF BEGINNING #4, CONTAINING 0.057 ACRES MORE OR LESS.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

4. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
5. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
6. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2023 and continuing through September 30, 2028 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
7. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
8. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
9. **Excuse (09/2021) 6.2.5-3**
 - A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
 - B. Permissible causes for excuse are:
 - i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
 - C. Excuse will not be granted when:
 - i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
 - A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. Changes (07/2023) 6.3.8

A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:

- i. Work or services;
- ii. Facilities or space layout;
- iii. Amount of space/land;
- iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

16. No Waiver (09/2021) 6.3.17 No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

17. Non-Restoration (09/2021) 6.3.18 It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

18. Quiet Enjoyment (09/2021) 6.3.25 The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

19. Interference (09/2021) 6.3.28 In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.

If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.

Notification under this clause must include the following information, if known:

- A. type of interference,
- B. the commencement date of the interference, and
- C. the root cause of the interference.

20. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
21. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
22. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
23. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
24. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
25. **Contract Disputes (09/2021) 6.3.39**
- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- C. Contract disputes are to be in writing and shall contain:
- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

- ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

- ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

26. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

27. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

28. Hazardous Substance Contamination (09/2021) 6.8.1 The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

29. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

30. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ **does**, _____ **does not provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ **does**, _____ **does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

31. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2 **NOTE:** The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [] does, [] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

32. Notices (09/2021) 6.10.1 All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

City Manager
City of Manassas
9027 Center St, Ste 401
Manassas, Virginia, 20110

COPY TO: Airport Director

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate & Utilities Branch, AAQ-910
1701 Columbia Avenue
College Park, GA. 30337-2714

33. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF MANASSAS :

By: _____

Print Name: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: Toni Lopes

Title: Real Estate Contracting Officer

Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	Survey	3/9/2023	1
2	Notary Acknowledgement		1
3	Public Authorization		1
4			
5			



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	March 21, 2024
TIME ESTIMATE:	5 minutes
AGENDA TITLE:	Approve a 5(five) year Lease with the FAA for the MALSR Land Lease.
RECOMMENDATION:	Approve the United States of America, Department of Transportation, Federal Aviation Administration lease for 5(five) year term.
MOTION:	I move to approve the lease to United States of America, Department of Transportation, Federal Aviation Administration lease 5(five) years.
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	This lease is for the land that the Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR) is installed on. The new lease agreement is for a 5(five) year term. There is no monetary exchange for this lease as the FAA will be maintaining the facilities on this land.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Juan Rivera, Airport Director jrivera@manassasva.gov 703-257-8261



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	March 21, 2024
TIME ESTIMATE:	10 Minutes
AGENDA TITLE:	Overview of Proposed Changes to Airport Rules and Regulations
RECOMMENDATION:	N/A
MOTION:	N/A
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	This will be a brief overview of the proposed changes to the Airport Rules and Regulations that staff recommends. These proposed changes will be out for review by the community for 30 days. Staff will review and update the suggested changes and bring them back to the Commission.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Jolene Berry, Assistant Airport Director jberry@manassasva.gov 703-257-8279



Rules and Regulations

Manassas Regional Airport
Manassas, VA

Adopted by City Council:
XXXXXX

FOREWORD

The **Mission** of the Manassas Regional Airport is to provide world class facilities and services to our customers and be a major driver of economic growth to our community.

The **Vision** of the Manassas Regional Airport is to be a world class, innovative, thriving aviation gateway for the greater Washington, DC area, providing global access and economic opportunity for our customers and our community.

These Rules and Regulations are intended to provide the basic guidelines for Aeronautical Activities at the Manassas Regional Airport. Additional, activity-specific requirements may be imposed in Lease Agreements, Franchise Agreements or other agreements between the City of Manassas and Persons engaging in Aeronautical Activities at the Airport. In the event of a conflict between these Rules and Regulations and other agreements, the most stringent requirements shall apply. The Airport is owned by the City of Manassas and operated as a department of the City of Manassas. The Manassas Regional Airport Commission has eight representatives from the City of Manassas and two from Prince William County. The Commission serves at the pleasure of the Manassas City Council and is tasked to operate and maintain existing and future facilities, oversee construction, prepare report and annual budgets and make recommendations to the City Council. Day-to-day operations and the implementation of the policies of the Commission are the responsibility of the Airport Director.

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SECTION 1 - DEFINITIONS

1.01 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

1. **Abandoned Motor Vehicle** - Means a Motor Vehicle, trailer, or semitrailer or part of a Motor Vehicle, trailer, or semitrailer that:
 - a. Is inoperable and is left unattended on public property, for more than forty-eight hours, or
 - b. Has remained illegally on public property for more than forty-eight hours, or
 - c. Has remained for more than forty-eight hours on private property without the consent of the property's owner, regardless of whether it was brought onto the private property with the consent of the owner or person in control of the private property, or
 - d. Is inoperable, left unattended, or both on the shoulder of any roadway.
2. **Accident** - Any collision between a Motor Vehicle and another Motor Vehicle, Person, or object which results in property damage, personal injury, or death.
3. **Aircraft Accident** – An occurrence associated with the operation of an Aircraft which takes place between the time any Person boards the Aircraft with the intention of flight and all such Persons have disembarked, and in which any Person suffers death or serious injury, or in which the Aircraft receives Substantial Damage.
4. **Aeronautical Activity (Activities)** - Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model Aircraft and model rocket operations, are not aeronautical activities.
5. **Aircraft** - A device that is used or intended to be used for flight in air. Examples of Aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft (helicopter and gyroplane), balloon, blimp and ultralight.
6. **Aircraft Maintenance** - The inspection, overhaul, repair, preservation and the replacement of parts including Preventive Maintenance.
7. **Airport** - Manassas Regional Airport.
8. **Airport Commission (the Commission)** - The body established by the Manassas City Council, which serves at their pleasure, tasked with operating and maintaining the

Airport's existing and future facilities, oversee construction at the Airport, prepare reports and annual budgets relating to the Airport, hear appeals, and make recommendations to the City Council relating to the Airport.

9. **Airport Operations Area (AOA)** - Area of the Airport used or intended to be used for the landing, take off, or surface maneuvering of Aircraft. The AOA is divided into two areas: the 'Movement' area and the 'Non-movement' area.
10. **Air Traffic Control** - A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of air traffic. The Manassas Air Traffic Control Tower (ATCT) is operated by employees of the Federal Aviation Administration (FAA)
11. **Airworthy** – An Aircraft maintained to Airworthiness standards as more particularly defined pursuant to Federal Aviation Regulations.
12. **Apron(s)** - Those areas of the Airport within the AOA designated for the loading, unloading, servicing, or Parking of Aircraft.
13. **Based Aircraft (to Base an Aircraft)** - Any Aircraft that remains or is housed, hangered, or tied-down at the Airport for more than 60 days in a 12 month period and which is required to have a state-issued aircraft license.
14. **Building(s)** - Includes the main portion of each structure, all projections or extensions there from and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs and landscaping are not be included.
15. **City** - The City of Manassas, Virginia.
16. **Commercial Activity** - The exchange, trading, buying, hiring, or selling of goods, services or property of any kind, or any revenue producing activity on the Airport.
17. **Commercial Operating Permit** - A written license issued by the Airport Commission granting the right to perform aviation related business functions on the Airport.
18. **Commercial Operator** - A Person or Organization engaged in Commercial Activity and licensed by the Airport.
19. **Commercial Vehicle** - A Commercial Vehicle is defined as a loaded or empty Motor Vehicle, trailer, or semitrailer, designed or regularly used for carrying freight, merchandise, or more than ten passengers. A Commercial Vehicle shall include buses, but shall not include vehicles used for vanpools.
20. **Control Tower** - The Air Traffic Control facility located at the Airport.
21. **DEQ** – Virginia Department of Environmental Quality.
22. **Director** - The Manassas Regional Airport Director employed by the City of Manassas.

23. **EPA** - The United States Environmental Protection Agency.
24. **Equipment** - All machinery, together with the necessary supplies for service and maintenance, and all tools and apparatus necessary to the proper construction and completion of work.
25. **Emergency** - Any occasion or instance such as a hurricane, tornado, storm, flood, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, fire, nuclear accident, pandemic or any other natural or man-made catastrophe that warrants action to save lives and to protect property, public health, and safety.
26. **FAR** - Federal Aviation Regulations.
27. **Federal Aviation Administration (FAA)** - The federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation.
28. **Flying Club** - A club that meets all provisions of Section 2.08 of these Rules and Regulations and the Airport's Minimum Standards.
29. **Foreign Object Debris (FOD)** - Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.
30. **Franchise Agreement** – An agreement between a Person and the City Council which allows that Person to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period in excess of five (5) years.
31. **Franchisee** - A Person that has been granted a Franchise Agreement at the Airport.
32. **Full-Service Fixed Base Operator (FBO)** - An aviation business providing multiple aeronautical services including Aircraft Fueling, Oil Sales and Services, Airframe and Power plant Repair Services, as well two (2) of the following aeronautical activities to Aircraft owners, Airport users, and Airport tenants.:
1. Sale of New Aircraft Parts and Components
 2. Aircraft Charter
 3. Aircraft Hangar Storage
 4. Flight Training and Aircraft Rental
 5. Avionics Repairs and Sales
 6. Aircraft Refurbishing and or Painting
 7. Sale of New and Used Aircraft

A Full-Service FBO shall comply with all the standards and requirements contained in the Airport's Minimum Standards.

33. **Gate Card** - Refers to any airport ID, access card, and/or airport badge issued by the Airport. Gate Cards are the property of the Airport and must be returned upon termination of employment, termination of lease or whenever requested by the Director or Designee.
34. **Hangar** – General term for aircraft storage unit to include, but not limited to definitions **Corporate, Executive/Intermediate, and T-Hangar**
35. **Hangar - Corporate** – A structure with a minimum of 10,000 square feet designed for the storage of one or more large corporate aircraft or multiple smaller aircraft. Such structures may include offices, kitchens, toilets and shower facilities.
36. **Hangar – Executive or Intermediate** – A portion of a row of Hangars, comprising a minimum of 3,000 square feet for the storage of larger Aircraft. Such structure may include an office, kitchen, toilets, and shower facilities.
37. **Hangar - T-Hangar** - A specific type of storage Hangar that are row Hangars typically used for the storage of single engine or small twin engine Aircraft with common walls and roof systems classified as Group III Aircraft Hangar and Use Group S-1 in accordance with National Fire Protection Association Standard (NFPA) 409. The T-Hangars do not provide any automatic fire protection and the type of construction is the minimum allowable by code against fire spread and is therefore subject to relatively more stringent fire protection precautions.
38. **Incident** – An occurrence other than an Aircraft Accident, associated with the operation of an Aircraft, which affects or could affect the safety of operations.
39. **Improvements** - All buildings, structures, and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any franchised or leased area by, or with the concurrence of, a Franchisee or Lessee.
40. **Large Aircraft** - Any Aircraft weighing more than 12,500 pounds maximum certificated takeoff weight.
41. **Lease Agreement** – An agreement between a Person and the City Council which allows that Person to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period of not more than five (5) years.
42. **Lessee** - A Person that has been granted a Lease Agreement at the Airport.
43. **Maintenance** – Maintenance other than Aircraft Maintenance.
44. **Motor Vehicle** – As defined by Virginia Code §46.2-100, every vehicle that is self-propelled or designed for self-propulsion. This includes but not limited to automobiles, motorcycles, and any other motor driven devices as defined by the Virginia Code.
45. **Movement Area** - The Runways, Taxiways and other areas of the Airport that are utilized for the taxiing, air taxiing, takeoff and landing of Aircraft.

46. **NFPA** – National Fire Protection Association Standard.
47. **Non-Commercial Activity** - Activities that are undertaken not for profit.
48. **Non-Commercial Self-Fueling** – The dispensing of fuel into an Aircraft by an owner of the Aircraft from facilities and equipment that are provided by that owner.
49. **Non-Movement Area** - The Taxilanes, Aprons, and other areas of the Airport that are utilized for Aircraft loading areas and Aircraft parking areas.
50. **Operational Areas** -
1. Landside - Those areas outside of the AOA.
 2. Airside - Those areas involved in any Aircraft movement or operations, i.e., Runways, Taxiways, Aprons, tie-down areas, Hangar areas, etc., also known as the AOA.
51. **Park** (Parking, Parked)- To put or leave or let a Motor Vehicle or Aircraft stand or stop in any location whether the operator thereof leaves or remains in such Motor Vehicle or Aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator. Fuel trucks that are in the process of fueling Aircraft are not considered to be Parked.
52. **Person** - Any individual, firm, partnership, corporation, company, association, joint stock association, business entity, or body politic; including any trustee, receiver, committee, assignee or other representative or employee thereof.
53. **Preventive Maintenance** - Simple or minor Aircraft preservation operations and the replacement of small standard parts not involving complex assembly operations in accordance with 14 CFR Part 43, Appendix A, paragraph C.
54. **Private Vehicle** - A Motor Vehicle transporting Persons or property for which no charge is paid directly or indirectly by the passenger or by any other Person.
55. **Public Facility** - Those areas of the Airport provided for public use (e.g. Terminal), but not including areas used by private businesses.
56. **Public Parking Facilities** - All Motor Vehicle parking provided for the public at the Airport.
57. **Repair Station** - A Federal Aviation Administration approved facility utilized for the repair of Aircraft that may include airframes, power plants, propellers, radios, instruments, and accessories.
58. **Restricted Area** - Any area of the Airport posted to prohibit entry or to limit entry or access to unauthorized Persons.
59. **Runway(s)** - A defined rectangular surface on the Airport prepared or suitable for the landing and takeoff of Aircraft.

60. **Scheduled Operations** - All regularly scheduled operations of Aircraft by a duly certificated air carrier (FAR 121, 125 or 135, 139) holding an agreement with the City for the purpose of transporting passengers, mail and freight whose operation is either intrastate or interstate.
61. **Shall** - The words "shall", "must", or "will" are mandatory.
62. **Solicitation or to Solicit** - To directly or indirectly, actively or passively, openly or subtly, ask (or endeavor to obtain by asking), request, implore, plead for, importune, or seek to obtain.
63. **Standard Parts** – Those parts that meet published specifications that include information clearly establishing design, materials, manufacture and uniform identification requirements. Examples include National Aerospace Standards (NAS), Army-Navy Aeronautical Standard (AN), Society of Automotive Engineers (SAE), and American National Standards Institute (ANSI) etc.
64. **Sublease** - A lease granted by a Franchisee or Lessee to another Person of all or part of the franchised or leased property.
65. **Substantial Damage** - Means damage or failure which adversely affects the structural strength, performance or flight characteristics of the Aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairing or cowl, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "Substantial Damage."
66. **Taxilane(s)** – The portion of the Aircraft parking area used for access between Taxiways and Aircraft parking positions.
67. **Taxiway(s)** – A defined path established for the taxiing of Aircraft from one part of an airport to another.
68. **Tenant** – Any Person entering into a contractual relationship with the City to conduct its business, or a sublessee who has the written approval of the City.
69. **Terminal** - The passenger terminal facility, the designated Motor Vehicle parking facilities serving that facility, and all roadways associated therewith.
70. **Tie-Down Area** - A paved or grass area suitable for the Parking and mooring of Aircraft wherein suitable tie-down points have been located.
71. **Transient Aircraft** - An Aircraft that is not using the Airport as its permanent base of operations.

72. **Unmanned Aircraft** - An Aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.
73. **Unmanned Aircraft Systems (UAS)** – Unmanned aircraft and its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the unmanned aircraft in the national airspace system.

SECTION 2 - GENERAL REGULATIONS

2.01 COMPLIANCE WITH RULES AND REGULATIONS

- a. Any permission granted by the City, directly or indirectly, expressly, or by implication or otherwise, to any Person to enter or to use the Airport or any part thereof, is conditioned upon compliance with these Rules and Regulations and the Minimum Standards of the Airport. In the event that these Rules and Regulations conflict with FAA regulations, the FAA regulations shall supersede these Rules and Regulations. In the event that differing specific requirements are imposed upon a Person by other Lease Agreements, Franchise Agreements or other agreements with the City of Manassas, the most stringent applicable requirements shall apply.
- b. Any permission granted by the Director, after approval by the Airport Commission if such is necessary, under these Rules and Regulations, is conditioned upon the payment of any and all applicable fees and charges as established by the City.
- c. Any person witnessing an unlawful act, suspicious activity, or security threat, will report it to their employer, the Airport Director and City of Manassas Police. It is the responsibility of the person witnessing the act to or part of the act to report such activity within 12 hours.
- d. Any Person violating any of these Rules and Regulations shall be held accountable as provided by these Rules and Regulations, by any applicable law, or by any applicable administrative or contractual actions.

2.02 COMMERCIAL ACTIVITY

No Person shall occupy, sublease or rent space, and no Person shall carry on any Commercial Activity on the Airport without first complying with the Minimum Standards and obtaining written authorization for such activity from the City or its authorized representative.

2.03 ADVERTISING AND DISPLAY

No Person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material on or at the Airport without the prior written permission of the City or its authorized representative. Such actions are subject to reasonable restrictions to protect traffic, the public, businesses, and other uses of the Airport by the public. These reasonable restrictions may limit leafleting to a defined stationary area, may limit the number and sizes of signs and may require that someone attend the signs. Signs displayed on the Airport must comply with all applicable local laws, including those governing zoning.

2.04 SOLICITATION

No Person shall Solicit fares, alms, or funds for any purpose or conduct any poll within the Airport grounds without first obtaining permission from the City or its authorized representative. Such actions are subject to reasonable restrictions to protect traffic, the public, businesses, and other uses of the Airport by the public. These reasonable restrictions may limit solicitation to a defined stationary area, may limit the number and sizes of signs and may require that someone attend the signs.

2.05 RESTRICTED AREAS AND AIR OPERATIONS AREAS

No Person may, without the prior authorization of the Director or his authorized agent, enter the Airport Operations Area (AOA) or any Restricted Area on the Airport except:

- a. Persons assigned to duty thereon and entering in accordance with a security clearance pursuant to a security program established or authorized by the Airport..
- b. Aircraft owners, operators and their employees, pilots, passengers, and those engaged in an Aeronautical Activity that have completed the Airport Driver Training Program.
- c. Persons and/or entities authorized by the Director to perform Aeronautical Activities.
- d. Police and fire and rescue personnel performing their duties.

All owner, operators of based aircraft and/or employees operating on the AOA shall complete the Airport's Driver Training Movement and/or Non-Movement requirements.

2.06 AIRPORT SECURITY

Any Person using the Airport in any capacity shall follow the security requirements adopted by the Commission and as required by local, state, and federal regulations.

- a. Each Person and Tenant who has a Franchise Agreement or Lease Agreement, or other agreement with the Airport and whose leased, franchised, or otherwise assigned area forms a part of the Airport's perimeter fence, or whose leased, franchised, or otherwise assigned area is in the main Terminal shall make every reasonable effort to prevent, restrict and deter unauthorized access to the AOA through their leased, franchised, or otherwise assigned area.
- b. Each Person and Tenant who has a Franchise Agreement, Lease Agreement, or other applicable agreement with the Airport shall be responsible for maintaining its outside Apron and parking lot lighting system(s) in good working order and shall replace broken lamps and fixtures within 48 hours of becoming aware of the problem. Lights that cannot be repaired within 48 hours shall be reported to Airport Operations.
- c. No person shall "piggy-back" through an Airport gate. Any Person that has been issued an Airport Gate Card, or is under escort by a Person who has been issued a Gate Card, shall stop and allow the gate to fully close before proceeding. Cardholders are responsible for any visitor or employee who enters the airfield under their escort. Reference Section 2.13.
- d. Persons entering the AOA through a vehicle gate must activate their Motor Vehicle hazards or flashers before driving on throughout the AOA. Headlights on Motor Vehicles shall be used in low visibility conditions, hazardous weather, or at night.

e. All Aircraft left unattended for any period of time shall be secured against unauthorized access by using any combination of key removal, door locks, throttle locks, control locks, propeller locks/chains, or other appropriate devices. Aircraft shall be secured in accordance with Section 5.03(a)3 of these Rules and Regulations.

f. All Buildings and Hangars, when unattended for any period of time, shall be closed and locked so as to prevent unauthorized entry.

g. No Person shall tamper with or block-open any Airport security gate or door except for emergencies, maintenance or special event. Written permission from the Director or authorized representative is required prior to leaving a door or gate open. Should permission be granted, an individual with a valid Gate Card must be present during the duration that the door or gate is open.

h. The Airport shall be promptly notified of any open or stuck gate and/or door which has direct access to the AOA. The reporting Person shall monitor the gate until a response is made by the Airport or the gate/door is properly secured.

j. No fuel truck shall be parked within fifty (50) feet of a perimeter security fence or building.

k. No Aircraft shall be parked within ten (10) feet of a perimeter security fence.

l. No Motor Vehicle shall be parked within five (5) feet of a perimeter security fence.

2.07 PICKETING, MARCHING AND DEMONSTRATING

Picketing, marching and demonstrating on the Airport shall be governed by Section 102-42 of the Code of the City of Manassas.

2.08 NONPROFIT FLYING CLUBS

All Flying Clubs should be conducted in compliance with the requirements of FAA's amended policy on Flying Clubs as found in 81 FR 13719 and with the Airport's Minimum Standards.

2.09 OPERATING PROCEDURES, EMERGENCY PROCEDURES & DIRECTIVES

Written operating procedures and directives issued by the Director shall be considered as addenda to, and shall have the full force and effect of, these Rules and Regulations.

a. When an emergency exists at the Airport, the Director or his authorized representative shall be empowered to take any action which, within his/her discretion and judgment, is necessary or desirable to protect the health, welfare and safety of Persons and property, and facilitate the operation of the Airport.

b. During an emergency, the Director or his authorized representative may suspend these Rules and Regulations, or any part thereof, in his/her discretion and judgment, by providing notice of such suspension to all Franchisees, Lessees, Tenants, and others, using any appropriate

communication method including e-mail, fax, phone, or text messaging; and, he/she may, in addition, issue such oral orders, rules and regulations as may be necessary.

c. The Director or his authorized representative shall at all times have the authority to take such reasonable action as may be necessary for the proper handling of the conduct of members of the public at the Airport.

2.10 AIRPORT FEES

In accordance with the Code of Virginia §5.1-44, the City may establish fees or other charges for the use of the Airport or for services and activities at the Airport. All Airport fees and charges shall be paid on or before the date due. The City shall charge a late fee for all fees and charges that are not received by the due date. A list of fees and charges are listed in the Airport Minimum Standards. The Airport Director may assess penalties, violations, or fees if any items Airport Rules and Regulations are broken. The list of fees is not comprehensive and do not preclude any fees which may or may not be assessed by local, state, or federal agencies.

2.11 AIRCRAFT STATE LICENSES

All Aircraft that are based in the Commonwealth of Virginia in excess of sixty (60) days during a 12-month period are required to be licensed by the Virginia Department of Aviation pursuant to §5.1-5. On the Airport, these Aircraft must display the license decal at all times, or the owners must make available the aircraft registration card when requested.

2.12 BASED AIRCRAFT REGISTRATION

All Aircraft owners that Base their Aircraft at the Airport in excess of sixty (60) shall register their aircraft and provide proof to the office of the Airport Director.

2.13 AIRPORT BADGES AND IDENTIFICATION

a. No Person shall access the AOA through a vehicle or pedestrian gate unless they are in possession of a valid Gate Card, unless they are directly escorted by a Person who is possesses a valid Gate Card. Gate Cards are issued at the discretion of the Director or authorized representative. Persons who possess a valid Gate Card are responsible for any visitor or employee who enters the airfield under their escort or permission.

b. The Airport Director has the right to rescind permission for the use of any access control device and to confiscate any Airport badge previously given to any Person for any lawful reason, including but not limited to violations of Airport security standards and Rules and Regulations.

c. All Gate Card Holders shall successfully complete the requirements of the Airport's Driver Training Program prior to being issued a Gate Card and having unescorted access to the AOA. This frequency of these requirements is subject to change as directed by local, state, and federal regulations. Completing the Airport's Driver Training Program does not automatically grant access to operate on the AOA.

- d. Any Person in possession of a Gate Card, upon termination of employment, termination of lease or whenever requested by the Airport, must return the Gate Card to the Airport within five (5) calendar days.

SECTION 3 - PERSONAL CONDUCT

3.01 COMPLIANCE WITH SIGNS

Airport users shall observe and obey posted signs, fences, and barricades prohibiting entry upon an AOA or Restricted Area or governing the activities or demeanor of the public while on the Airport.

3.02 USE AND ENJOYMENT OF AIRPORT PREMISES

a. No Person(s) singly or in association with others shall by his/her or their conduct, or by congregating with others, prevent any other Person or Persons lawfully entitled thereto from the use and enjoyment of the Airport and its public facilities or any part thereof. No Person singly or in association with others shall by his/her or their conduct, or by congregating with others, prevent any other Person or Persons lawfully entitled thereto from passage from place to place, or through entrances, exits or passageways on the Airport.

b. No Person shall remain in or on any public area, place, or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through, or the normal or customary use of such area, place, or facility, by Persons or vehicles entitled to such passage or use.

c. The use of the Airport shall constitute an acceptance by the user of these Rules and Regulations and shall create an obligation on the part of the user to obey these Rules and Regulations.

d. The Airport shall be open for public use 24 hours per day, 365 days per year, subject to restrictions due to weather, the conditions of the AOA, special events, restricted operations as indicated in section 5.02, and like causes as determined by the City. The City provides the Airport for the use, benefit, enjoyment, and as a service to the public.

3.03 ENVIRONMENTAL POLLUTION AND SANITATION

a. Each Person while on Airport property shall conduct his/her activities thereon in such a manner as not to cause littering or any other form of environmental pollution.

b. No Person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.

c. No Person shall dispose of any fill or building materials or any other discarded or similar waste materials on Airport property, except as approved in writing by the Airport Director. No liquids shall be placed in storm drain or other systems which will result in water pollution having passed through such drain or system.

d. No Person shall operate or maintain a comfort station, toilet or lavatory facility at the Airport other than in a clean and sanitary manner. Any amount of solid or liquid material from such facility that may be spilled at the Airport shall be reported to the Director immediately. In no case shall any refuse be burned at the Airport.

e. No Person shall cause any smoke, dust, fumes, gaseous matter or any other matter to be emitted into the atmosphere or carried by the atmosphere except normal emissions from internal combustion engines, jet engines, smoke from cigarettes, vaping, cigars, or pipes, or Aircraft Maintenance activities.

f. Any Person(s) who spills any petroleum product anywhere on the Airport shall immediately notify the Airport. The Person who spills the petroleum product shall submit a written report of the incident to the Airport within 24 hours of the spill.

g. Any Person(s) who spills 5 gallons or more of Jet A, Kerosene, 100LL or any other petroleum product on the Airport shall contact the Airport and the City's Safety and Hazardous Materials Officer, or the Fire Marshal, or both, immediately. The Person who spills the petroleum product shall submit a written report of the incident to the Airport within 24 hours of the spill

h. Appropriate industry standards shall be followed to minimize the use of ethylene glycol. Proper techniques should be used when de-icing Aircraft to ensure that only the amount of chemical needed to complete the job is applied. To the extent possible, other de-icing and anti-icing techniques should be utilized to minimize the use of ethylene glycol. These techniques are described in detail in the most recent version of FAA Advisory Circular (AC) 20-117. Efforts must be made to collect overspray from Apron areas to the extent feasible. Collected materials must be disposed of properly or properly recycled. Quantities of deicer used (inclusive of quantities disposed of or recycled) must be reported to the Airport on a monthly basis.

i. The use of salt or sodium chloride based products for de-icing and the anti-icing of Runways, Taxiways, or Aprons is prohibited inside the AOA. Salt can be used for treating parking lots, sidewalks, and/or streets only.

3.04 ANIMALS

a. GENERAL REGULATIONS

No Person shall enter or be on any part of the Airport with a domestic animal unless such animal is constantly restrained by a leash or is confined in such a manner as to be completely under their control.

1. Except for animals that are to be or have been legally transported by air and are properly confined for air travel, no Person shall permit any exotic or wild animal under his control or custody to enter the Airport.
2. No Person other than an appropriate federal, state or local official shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.
3. No Person shall feed or undertake any other act to encourage the congregation of birds or other animals on the Airport.
4. No Person shall ride on horseback within the boundaries of the Airport except in those areas so specified by easements.

5. Under no circumstances shall a domestic animal be permitted within the AOA unless it is appropriately restrained or humanely contained.

b. TERMINAL REGULATIONS

1. No Person shall enter the Terminal with a domestic animal, unless such animal (1) is to be or has been legally transported by air and is kept restrained by a leash or is otherwise confined so as to be completely under control, (2) is a K-9 police dog or a search and rescue animal under the control of authorized handlers or law enforcement officers, or (3) is a designated as a service animal.

2. No Person shall permit, either willfully or through a failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks or grounds of the Airport or upon the floor or carpet of the Terminal or any other Building used in common by the public. In the event that an animal does urinate or defecate in violation of this Rule, the Person responsible for the animal shall immediately clean up the area and shall be liable for any associated costs.

3.05 PRESERVATION OF PROPERTY

No Person may destroy, injure, deface or disturb any Building(s), sign, equipment, or other structure, tree, flower, lawn, or other property within the Airport boundaries.

a. No Person shall travel upon the Airport other than on roads, walks, or other rights-of-way provided for such specific purpose.

b. No Person shall alter, add to, or erect any Building on the Airport, or make any excavation on the Airport, without prior written approval of the Airport Director.

c. Any Person causing or being responsible for any injury, destruction, damage or disturbance of property at the Airport shall report such damage to the Director or their authorized representative immediately and shall be liable for the full amount of the damage.

d. No Person shall alter, add to, or erect any sign on the Airport without the Director's approval and in a manner that is inconsistent with the City's zoning ordinances.

3.06 UNATTENDED OR ABANDONED PROPERTY

a. No Person shall willfully abandon any personal property on the Airport.

b. The Airport may remove any luggage, bags or parcels left unattended. All unattended, bags, parcels or luggage are subject to being searched or disposed of according to all applicable federal, state, and local laws and regulations.

3.07 AIRPORT CONSTRUCTION

- a. No Person shall willfully interfere with, or hinder the progress of, any construction project(s) conducted at the Airport.
- b. No Person shall enter into or upon any construction area on the Airport without the prior permission of the Director or a construction manager or superintendent, or without the proper safety attire.
- c. No Person who has permission to operate on a construction site shall do so without the proper safety attire or be in a vehicle which is not properly marked. Vehicles shall be marked with a rotating or flashing beacons and/or checkered construction flags.
- d. No Person shall erect or operate a crane, tower, equipment, structure or install a device on Airport property which has the capacity to be an obstruction which has the potential to interfere with the safety of Aircraft or creates a hazard to navigation. The Person shall be subject to compliance and restrictions as applicable by local, state, and federal regulations.

3.08 RESTRICTED ACTIVITIES

- a. No Person shall operate a bicycle (electric or non-electric), scooter, moped personal assistive mobility device, motorized skateboard, hover board or similar vehicle on any Runway, Taxiway, Taxilane, or Apron without prior permission of the Director. Strollers and wheelchairs can be used for their intended purpose as a means of transporting children and individuals from landside to airside.
- b. No Person shall walk or run on any Runway, Taxiway, Taxilane, or Apron without prior permission of the Director. The Director may authorize such activities in order to accommodate special events that are held at the Airport, or in the case of emergencies. Walking or running on a Taxilane or Apron is permitted if the action is required as a part of that Person's employment, or is associated with an Aeronautical Activity. Persons routinely walking on a Taxilane or Apron are required to wear high visibility vests at all times.

SECTION 4 - FIRE AND SAFETY

4.01 GENERAL

All standards of the Statewide Fire Prevention Code are applicable City-wide and incorporated by reference as part of these Rules and Regulations. The purpose of this Section 4 is to provide fire prevention and self-fueling regulations and standards for those Persons who service or fuel Aircraft. Copies of NFPA 407 and the Virginia Statewide Fire Prevention Code are available in the offices of the City's Fire Marshal and Building Official. Copies of relevant FAA documents are available for reference in the Director's office.

4.02 FUELING OPERATIONS

Fuel sales to the public shall only be conducted on the Airport by a Full Service Fixed Base Operator and in accordance with the Airport's Minimum Standards. All fueling operations, including self-fueling, at the Airport shall be conducted in accordance with the Statewide Fire Prevention Code, and latest edition of FAA Advisory Circular 150/5230-4. No deviations from the procedures of NFPA 407 are permitted without the prior written approval of the City Fire Marshal. All fueling operations, including self-fueling, shall comply with the following requirements:

- a. All Aircraft, refueling apparatus and containers shall be bonded in accordance with NFPA 407.
- b. No Aircraft shall be fueled while the Aircraft is being pre-heated.
- c. Hot fueling or fueling while an Aircraft engine is running is prohibited unless the fueling personnel are properly trained and the Aircraft is equipped for such operations.
- d. No person shall smoke on the AOA and within fifty (50) feet of an Aircraft that is undergoing fuel servicing.
- e. No Aircraft shall be fueled when lightning is observed or evident in the vicinity of the Airport.
- f. Extreme caution shall be exercised at all times to prevent fuel spills. When any spill occurs or any quantity, servicing shall cease immediately and the Person in charge shall notify Airport and/or 911. Section 3.03 (f) should be referenced as the situation applies.
- g. Persons engaged in the fueling of Aircraft shall exercise care to prevent overflow of fuel, and shall be personally and financially responsible for all costs of cleanup if spillage should occur.
- h. No Aircraft shall be fueled while it is fully or partially inside of any Building, Hangar, or structure.

- i. No fuel vehicle designed for or employed in the transportation of fuel shall operate on a Runway or Taxiway without the permission of the Airport. Fuel vehicles shall utilize designated service roads for traveling around the Airport. If the Person is granted permission to operate on a Runway or Taxiway, it must be equipped with a visible operating beacon, appropriately marked, and be in continuous two-way radio communications with the Manassas Air Traffic Control Tower. During periods when the Control Tower is not in operation, the Person operating the vehicle shall self-announce their position and their intentions prior to crossing an active Runway on the Common Traffic Advisory Frequency (CTAF) (133.1). The vehicle operator shall also announce when he or she is clear of all-active Runways and Taxiways.
- j. No fuel vehicle shall be Parked within fifty (50) feet of any Airport Building.
- k. Aircraft fuel servicing personnel shall not carry lighters, matches, or sources of ignition in their possession while performing servicing operations, or loading and unloading operations.
- l. Defueling of Aircraft in a Hangar, fully or partially, is prohibited.
- m. No Aircraft shall be fueled on the Runway, Taxiway or Taxilane.
- n. Fuel Trucks should be in compliance with 139 inspections.
- o. In compliance with local, state, federal laws.

4.03 NON-COMMERCIAL SELF-FUELING

Non-Commercial Self-Fueling is the dispensing of fuel into an Aircraft by an owner of the Aircraft from facilities and equipment that are provided by that owner. This Section 4.03 applies exclusively to the dispensing of fuel by Persons into Aircraft at the Manassas Regional Airport. This Section 4.03 shall not apply to Aircraft fuels and oil sales and services by a Full-Service FBO.

Any Person desirous of engaging in Non-Commercial Self-Fueling shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify to receive a Non-Commercial Self-Fueling permit, if one is necessary. A Person that has a Franchise Agreement, Lease Agreement, or other Agreement expressly granting them the rights to perform commercial fueling are not required to apply for a Non-Commercial Self-Fueling permit.

No Person who dispenses over 1,200 gallons of fuel annually in their Aircraft shall engage in Non-Commercial Self-Fueling activities unless a valid Non-Commercial Self-Fueling permit authorizing such activity has been issued by the Airport. Any Person who dispenses less than 1,200 gallons of fuel annually in their Aircraft may engage in Non-Commercial Self-Fueling without obtaining a permit, so long as industry standards and these Rules and Regulations are adhered to.

Any person who negligently engages in Non-Commercial Self-Fueling shall be responsible for any and all costs associated therewith, including, but not limited to, any required cleanup, any property or personal damage, or any reasonable remedial measures undertaken by the City.

a. Non-Commercial Self-Fueling < 1,200 gallons

1. All Aircraft Non-Commercial Self-Fueling operations shall be done in a safe manner using methods that will not cause spillage. Some method of bonding shall be used at all times and shall be done in accordance with industry standards.
2. An Aircraft owner/operator may fuel his or her Aircraft.
3. Except in the Airport's consolidated fuel farm, no more than 5 gallons of fuel shall be stored in any Building or structure on the Airport at any time. A safety fuel container (with a self-closing lid) shall be used at all times.
4. A non-conductive funnel shall be used to reduce the chance of spillage during Non-Commercial Self-Fueling operations, unless a hose with an approved nozzle is being used.
5. A working fire extinguisher shall be available and located in close proximity during all Non-Commercial Self-Fueling operations.
6. All Non-Commercial Self-Fueling devices, containers, pumps, fuel trucks and tanks are subject to inspection and approval by the City Fire Marshal.

b. Non-Commercial Self-Fueling > 1,200 gallons

1. The permit shall not reduce or limit the Permittee's obligations with respect to these Non-Commercial Self-Fueling Standards, which shall be incorporated by reference into the permit. The requirements of Section (a) above are incorporated into this Section (b) by reference.
2. Prior to issuance of a permit, and at any time, upon the request by the Director, the Permittee shall provide evidence of ownership (and/or lease agreement) of any Aircraft being fueled by the Permittee or his employee(s). Aircraft that are leased must be under the complete operational control of the Permittee and leased for a minimum of two (2) years. The Permittee may be required at any time by Airport staff to show proof that the Person fueling the Aircraft is an employee of the Permittee.
3. The Airport will complete on the 1st of each month fuel meter readings for each tank at the Fuel Farm. A form will be emailed to each fuel tank owner regarding the amount of fuel that was pumped out the previous month.
4. The Permittee, shall during the term of the permit, and for three (3) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records shall be made available for audit by the Director or representatives from the City. In the case of a discrepancy, Permittee shall promptly pay, all additional fees and charges due to the Airport, plus interest on the unpaid balance at the maximum rate allowable by law from the original due date.

5. The Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the purchase of fuel through either an authorized Full-Service FBO at the Airport or through a reputable off-airport aviation petroleum supplier/distributor, as determined in the sole discretion of the Director.
6. The Permittee shall utilize the Airport's fuel farm facility to store his or her bulk fuel. If there is room for expansion in the Airport's fuel farm, the Permittee may expand the fuel farm at his or her expense with written permission of the Airport Commission. Under no circumstance shall the Airport be responsible for expanding the fuel farm.
7. A Permittee who is authorized in writing by the Airport to construct or install a fuel storage facility at the Airport shall do so at their cost and in a manner approved by the City. In no event shall the total storage capacity be less than:
 - i. 12,000 gallons for Jet A Fuel
 - ii. 10,000 gallons for 100 LL Fuel (Avgas)
8. The use of a fuel truck for storing fuel or fueling directly from a fuel truck to avoid using a tank in the Airport's fuel farm is prohibited.
9. Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed. Avgas re-fuelers shall have a minimum capacity of 750 gallons and Jet re-fuelers shall have a minimum capacity of 1,200 gallons. All refueling vehicles shall be capable of bottom loading.
 - i. Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements as set forth in the Airport Rules and Regulations, the City of Manassas Fire Codes, and the National Fire Protection Association (NFPA) Codes.
 - ii. Prior to transporting Fuel onto the Airport, the Permittee shall provide the Airport with a Spill Prevention Contingency and Control Plan (SPCC) which meets the regulatory requirements of the Virginia Department of Environmental Quality (DEQ) for above-ground fuel storage facilities. A copy of such SPCC Plan shall be filed with the Airport Director at least ten (10) business days prior to such implementation. Such Plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. This plan shall also describe, in detail, which methods the Permittee intends to use to prevent any spill from occurring.
 - iii. In accordance with all applicable regulations and appropriate industry practices, the Permittee shall develop, maintain, and at all times abide by Standard Operating Procedures (SOP) for fueling, and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing (including updates)." The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall be submitted to the Director no

later than ten (10) business days before the Permittee commences Non-Commercial Self-Fueling at the Airport. The Airport shall conduct inspections on a periodic basis to ensure compliance with the SOP.

iv. The dispensing of fuel must meet all applicable Airport, Commonwealth of Virginia, and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Av-Gas, ASTM D-1655 for Jet Fuel and ASTM D-439-58 for Mogas, and NFPA 407.

v. Prior to the Non-Commercial Self-Fueling of any Aircraft, the Permittee shall provide to the Director a copy of the FAA's aircraft registration certificate for that Aircraft verifying ownership by the Permittee, or proof of being the lessee of said Aircraft and that he or she has complete operational control over the Aircraft.

vi. Prior to the Non-Commercial Self-Fueling of any Aircraft, the Permittee shall provide insurance coverage in amounts no less than those specified in Appendix B of the Airport Minimum Standards, to include \$3,000,000 of Pollution Liability Insurance.

vii. When not in use, refueling vehicles shall be stored on the Permittee's leased or franchised or otherwise assigned area, unless prior permission has been granted in writing to the Permittee by the Director for storage of the vehicle on another site.

viii. Permittees who do not have written permission from a Full-Service FBO which allows the user to fuel on the Full-Service FBO's leased premises shall coordinate with and receive written permission from the Director for the location of, and access routes to, an alternative fueling location.

4.04 SMOKING

Smoking, vaping, or carrying lighted smoking materials or striking matches or other lighting devices shall not be permitted on any area of the AOA, nor in any area on the Airport where smoking is prohibited by the City, nor in any Hangars, shops, or other Buildings in which flammable liquids are stored or used.

4.05 OPEN FLAME OPERATIONS

a. No Person shall conduct any open flame operations on the Airport unless specifically approved in advance in writing by the Director. Engine pre-heaters that generate open flames shall not be permitted in any Hangars.

b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames shall be restricted to approved repair shop sections that meet the requirements of the City's Fire Marshal.

4.06 FRANCHISE AGREEMENT AND LEASE AGREEMENT HOUSEKEEPING

All Franchisees, Lessees, and Tenants shall keep the space franchised, leased, or occupied by them free from rubbish and the accumulation of any debris. The use of volatile or flammable solvents for cleaning floors is prohibited. Only metal receptacles with a self-extinguishing covers shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by Persons occupying the space. When necessary, drip pans shall be placed under engines and other equipment and kept clean at all times.

4.07 STORAGE OF MATERIALS

- a. No Person shall keep or store material or equipment in such manner as to constitute a fire hazard violation of applicable City codes federal or state laws. Except in the Airport's consolidated fuel farm, no more than 5 gallons of fuel in approved containers shall be stored in any Building or structure on the Airport at any time.
- b. Permitted gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, oxygen, compressible gases, and all other flammable gases or liquids shall be stored only in strict accordance with Virginia Uniform Statewide Building Code.
- c. No Person shall keep, transport, or store lubricating oils on the Airport except in strict compliance with the applicable codes of the City of Manassas and the Commonwealth of Virginia.
- d. No Person shall store vehicles, trailers, or equipment such as campers, boats, recreational vehicles, or tractor trailers on Airport property unless the vehicle or equipment is used in conjunction with an approved commercial operation, and has the prior written approval of the Director.

4.08 HAZARDOUS MATERIALS

- a. No Person shall keep, transport, handle, or store at the Airport any cargo containing hazardous articles, which are, barred from transportation by civil Aircraft in the United States in accordance with the provisions of 49 CFR Part 171, and those regulations on this subject that may in the future be promulgated by the FAA or other competent authority.
- b. No Person may offer, and no Person may knowingly accept, any hazardous article for shipment at the Airport except in compliance with all federal, state and local regulations and statutes.
- c. Only those hazardous materials used in the maintenance of Aircraft, engines and components may be stored and utilized on the Airport. Such materials must be stored in accordance with the applicable codes, standards, and recommended practices of the City of Manassas, the Commonwealth of Virginia and the FAA FAR's (Federal Aviation Regulations).

4.09 MOTORIZED GROUND EQUIPMENT AROUND AIRPORT

No Person shall Park motorized ground equipment near any Aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the Aircraft in case of an emergency.

4.10 OPERATING MOTOR VEHICLES IN HANGARS

No person shall operate a Motor Vehicle in any Hangar except for entering or departing the Hangar for vehicle storage. This exception only applies when a Hangared Aircraft is being operated or serviced outside of the Hangar.

4.11 AIRCRAFT ELECTRICAL AND ELECTRONIC SYSTEMS

No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within 300 feet of an Aircraft fueling operation, Aircraft fueling truck or flammable liquid storage facility, unless an approved shielding device is used during the radar operation. Extreme caution shall be exercised when operating airborne radar equipment when people are within 300 feet of the directional beam.

4.12 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEMS

- a. Only electrical equipment and lighting systems installed and maintained in accordance with the Virginia Uniform Statewide Building Code shall be permitted within Hangars or maintenance shelters. All electrical equipment and lighting systems are subject to inspection by the City Fire Marshal.
- b. All power-operated equipment or electrical devices shall be shut off when not in actual use.

4.13 CONTAINERS

- a. Persons doing business on the Airport must keep their trash in covered containers adjacent to sidewalks or roads in any public area of the Airport.
- b. No Person shall operate an uncovered Motor Vehicle hauling trash, dirt, or any other material on the Airport unless prior permission is obtained from the Director or their authorized representative.
- c. Any Person spilling dirt or any other materials from a Motor Vehicle operated on the Airport must immediately remove such material and assume clean-up responsibility.
- d. Trash dumpster lids must be closed at all times and the surrounding area must be clear of debris.

4.14 DOPING, SPRAY-PAINTING AND PAINT STRIPPING

- a. The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable solvents) within any Hangars is prohibited.
- b. For paint, varnish, or lacquer spraying operations, the arrangement, construction, ventilation and protection of spraying booths and the storing and handling of materials shall be done in accordance with NFPA Standards. The Director must approve all painting operations at the Airport. No approval will be granted unless the proper permits from the Virginia Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) are in place and the facility has been approved by the City Fire Marshal.

4.15 FIRE EXTINGUISHERS

- a. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used for any purpose other than firefighting or fire prevention. All such equipment shall be maintained in accordance with the standards of the NFPA. Tags showing the date of the last inspection shall be attached to each unit showing the status of such equipment.
- b. All Persons occupying Hangars, Aircraft Maintenance Buildings, or shop facilities shall supply and maintain readily accessible fire extinguishers of the appropriate type, size, and number that are determined by appropriate laws and building code. Fueling vehicles designed for the transport and transfer of fuel shall carry on board at least (2) fire extinguishers, one located on each side of the vehicle. All extinguishers shall conform to applicable NFPA Standards.
- c. Fire extinguishers inside the AOA that are in close proximity to any Aircraft or has the capability of being used on an Aircraft must be BC rated of the appropriate size and number.

SECTION 5 – AERONAUTICAL ACTIVITIES

5.01 GENERAL RULES

a. COMPLIANCE WITH ORDERS

All Aeronautical Activities at the Airport shall be conducted in compliance with all federal, state and local laws, current applicable Federal Aviation Regulations, these Rules and Regulations, the directions of the ATCT and applicable Airport Minimum Standards.

b. NEGLIGENCE OPERATIONS PROHIBITED

In accordance with 14 CFR Part 91.13, no person shall operate Aircraft at the Airport in a careless or reckless manner so as to endanger the life or property of others.

c. CLOSURE OF AIRPORT

The Director or his authorized representative shall have the right at any time to close the Airport when such action is considered to be necessary to avoid endangering Persons or property and to be consistent with the safe and proper operation of the Airport. The Director shall have the right to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to direct refusal of takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when any such action is considered to be necessary and desirable to avoid endangering Persons or property, and to be consistent with the safe and proper operation of the Airport. In the event the Director or their authorized representative believes the condition of the Airport to be unsafe for landings or takeoffs, it shall be within his authority to issue, or cause to be issued, a NOTAM (Notice to Air Missions) closing the Airport or any portion thereof.

d. AIRCRAFT ACCIDENTS

1. The pilot operator of any Aircraft involved in an Aircraft Accident or Incident on the Airport shall in addition to all other reports required by other agencies, make a prompt and complete report concerning said Aircraft Accident or Incident to the Airport within 24 hours. The operator of an Aircraft involved in an Aircraft Accident or Incident on the Airport requiring NTSB notification under FAR Part 830 shall also immediately notify the Airport. If a written report is submitted to the NTSB, a copy of the report shall also be submitted to the Airport.

2. The pilot, any member of the crew able to do so, the owner, or lessee of an Aircraft involved in an accident defined in 49 CFR Part 830 shall immediately report such accident to the Virginia State Police in accordance with 24 VAC 5-20-290.

3. No Aircraft, Aircraft parts, or debris involved in an Aircraft Accident or Incident shall be tampered with, moved from the accident scene, or operated unless first authorized by an official of either the NTSB or FAA, or the Airport, acting in accordance with all applicable federal, state, and local laws and regulations.

4. After its release by authorities, if the owner of the Aircraft fails for any reason to remove a wrecked or damaged Aircraft in a timely manner from the Airport as may be requested by the Director, the Director may cause the removal and storage or disposal of such wrecked or damaged Aircraft at the sole expense of the Aircraft owner. These costs may include cost for business lost or any additional fees as assessed and permissible by local, state, or federal regulations.

5. The pilot or operator of an Aircraft involved in an Aircraft Accident or Incident shall be responsible for all costs associated with the event.

e. TAMPERING WITH AIRCRAFT

No Person shall interfere or tamper with an Aircraft, or put in motion such Aircraft, or use or remove any Aircraft, Aircraft parts, instruments, or tools without positive evidence of the permission of the owner. No Person shall enter an Aircraft without the consent of the Person in charge. Any violation of this Section may result in the Person's prosecution pursuant to applicable sections of the Manassas City Code, state, or federal regulations.

f. CERTIFICATION OF AIRCRAFT AND LICENSING OF PILOTS

All Aircraft operating at the Airport shall be appropriately certified or registered with all applicable federal, state and local agencies. All pilots using the Airport shall possess an appropriate pilot's license in accordance with FAA regulations, if the Aircraft being flown requires a license by the FAA.

5.02 AIRPORT OPERATIONAL RESTRICTIONS

a. RESTRICTIONS

Unless contrary to FARs (Federal Aviation Regulations), the Director may designate or restrict or prohibit the use of Runways, Taxiways or Aprons at the Airport with respect to, but not limited to, the following types of operations:

1. Experimental flights
2. Equipment demonstration
3. Air shows
4. Maintenance flight checks
5. Fly-ins
6. Special Events as approved by the Airport Commission
7. Emergency Exercises

9. Construction Activity

b. TAKEOFFS AND LANDINGS

1. Every Person operating an Aircraft shall comply with and operate such Aircraft in conformity with instructions given by the ATCT.
2. When the ATCT is closed, every person operating an Aircraft shall comply with and operate such Aircraft in conformity with procedures recommended and outlined in the latest version of the Aeronautical Information Manual (AIM).
3. Any Person operating or controlling an Aircraft landing at or taking off from the Airport shall maintain engine noise within applicable noise limits as promulgated by the Federal Government, the Commonwealth of Virginia, City of Manassas, or the Airport, whichever is the most restrictive.

c. BANNER TOWING

Due to the heavy volume of powered Aircraft traffic at the Airport, Aircraft banner tow pickups and drop-offs from the Airport are prohibited within the Airport safety areas, as outlined in FAA Advisory Circular 150/5300, section 305, tables 3-1, 3-2, and 3-3.

d. KITES, MODELS, ROCKETS, AND UAS

No kites, model airplanes, rockets, moored or free balloons, UAS, or other objects shall be flown on the Airport without prior written authorization from the Director.

e. ULTRALIGHT VEHICLES

All ultralight vehicle operations at the Airport must comply with FAR 103.

f. PARACHUTING

Under special circumstances, the Airport Director may authorize parachuting as prescribed in FAR Part 105, Parachute Operations.

g. LIGHTER-THAN-AIR VEHICLES

Lighter-than-air vehicles (airships and blimps) may only be moored in the areas designated by the Director. A map of the designated mooring areas is available from the Director.

All UAS activities should be conducted in compliance with the most current applicable FAA Part 107 regulations and Airport's Rules and Regulations.

5.03 TAXI AND GROUND RULES

a. AIRCRAFT PARKING

1. No Person shall park an Aircraft in any area on the Airport except those designated, and in the manner identified, by the Director. If any Person uses unauthorized areas for Aircraft Parking, the Aircraft so parked may be removed by or at the direction of the Director at the risk and expense of the owner or operator thereof. The Director shall not be liable for damages to any Aircraft or loss of personal property that might result from the act of removal.

2. No Person shall leave an Aircraft Parked and unattended on the Airport without properly securing the Aircraft with either wheel chocks and/or tie-down ropes, and in accordance with Section 2.06 of these Rules and Regulations.

3. No Person shall leave an Aircraft, having a gross weight of less than 12,500 pounds, Parked and unattended overnight or long-term without properly securing the Aircraft in a designated tie-down space with tie-down rope or straps.

3. No Person shall park an Aircraft in a tie-down space unless that Person has an approved tie-down Lease Agreement with the Airport and has provided the Airport with all documents required by the Lease Agreement. Aircraft found to be parked in a tie-down space without an approved tie-down Lease Agreement will be secured or locked down after seven (7) calendar days and will be subject to removal by the Airport, at no risk or liability to the Airport, and at the expense of the owner of the Aircraft.

b. DISABLED AND/OR DERELICT AIRCRAFT

An Aircraft owner shall be responsible for the prompt removal of any disabled Aircraft and associated parts as instructed by the Director or authorized representative. Such Aircraft and associated parts may be removed by the Director at the owner's or operator's expense and without liability for damage which may be incurred as a result of such removal.

1. No Person shall Park or store any Aircraft in a non-flyable condition on Airport property, including any leased or franchised premises, for a period in excess of ninety (90) days, without the written permission of the Director.
2. No Person shall store or retain Aircraft parts or components as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved in writing by the Director.
3. Whenever any Aircraft is Parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this Section, the Airport shall so notify the owner or operator thereof by certified or registered mail, and require removal of said Aircraft within fifteen (15) calendar days of the mailing of such notice. If the owner or operator is unknown or cannot be found, the Director shall conspicuously post and affix such notice to the said Aircraft, and require removal of said Aircraft within fifteen (15) calendar days of the date of posting. Upon failure of the owner or operator of said Aircraft to remove said Aircraft as required, the Director shall cause the removal of such Aircraft from the Airport and an access Gate Card may be revoked. All costs incurred by the Airport shall be recoverable against the owner or operator thereof. The Director shall not be liable for damages to any Aircraft or loss of personal property that might result from the act of removal.
4. Aircraft found to be Parked in a tie-down space without an approved tie-down Lease Agreement will be secured or locked down after seven (7) calendar days and will be subject to removal by the Airport, at no risk or liability to the Airport, and at the expense of the owner of the Aircraft.

c. STARTING AND RUNNING AIRCRAFT ENGINES

1. No Aircraft engine shall be run at the Airport unless a pilot, certified A & P (airframe and power plant) mechanic, or other qualified individual to run the engines of that particular type of Aircraft is at the controls.
2. No Person may run an engine of an Aircraft Parked on the Airport in a manner that could cause injury to Persons or damage to property, or in a manner that could endanger the safety of operations on the Airport.
3. The designated areas for Aircraft engine run-ups for Aircraft that have a gross weight of 12,500 pounds or less are the run-up blocks located at the ends of Runways 16L-34R, 16R-34L, and Taxiway Kilo. Aircraft may also use Apron areas and Aircraft parking areas, so long as the Person operating the Aircraft complies with item 2 of this section.

4. The designated areas for Aircraft engine run-ups for Aircraft that have a gross weight greater than 12,500 pounds are the run-up blocks located at the end of Runway 16L-34R, 34L and Taxiway Kilo, so long as the Person operating the Aircraft complies with item 2 of this section.
5. At no time shall engines be run-up for pre-flight test or maintenance/repair except in the areas designated, unless it is necessary to have ground maintenance personnel present while conducting the engine run-ups. In that case, the Aircraft shall be situated in an area so that the propeller or jet blast does not endanger Persons or property behind the Aircraft. In no case will the operator of an Aircraft block any Runway, Taxiway or Taxilane while conducting such maintenance or repair run-ups.
6. Noise emanating from Aircraft engines during ground operations shall be maintained within the applicable limits as promulgated by the Federal Government, the Commonwealth of Virginia, the City of Manassas, or the Airport, whichever is the most restrictive.
7. The starting or operating of Aircraft engines inside any Hangar is prohibited. This shall not be construed as prohibiting the use of tractors with NFPA-approved exhaust systems when moving Aircraft within any Hangar.
8. Maintenance engine run-ups in designated areas are restricted to the hours of 7:00AM to 10:00PM, Monday through Sunday. Operations conducted after these hours must be submitted for approval in writing to the Director. Engine run-ups associated with a safety preflight are permitted at all hours.

d. AIRCRAFT TAXI OPERATIONS

1. No Person shall taxi an Aircraft in the AOA until they have ascertained that there will be no danger of collision with any Persons or objects. No Person shall taxi an Aircraft within the movement area until they have received clearance from the Control Tower, during Control Tower operating hours.
2. All Aircraft shall be taxied at a safe and reasonable speed.
3. No Aircraft shall be taxied into or out of any Hangar under its own power.
4. During the period between sunset and sunrise, no person shall operate, move, or Park an Aircraft unless:
 - i. The Aircraft is clearly illuminated; or
 - ii. The Aircraft has lighted position lights; or
 - iii. The Aircraft is in an area marked by obstruction lights, cones, or other visible safety devices.
 - iv. The Aircraft is moved by a dolly or tug.

5. All Aircraft operations shall be confined to hard-surfaced Runways, Taxiways, and Aprons, unless otherwise approved by the Director or as directed by Air Traffic Control.

5.04 AIRCRAFT MAINTENANCE IN HANGARS

a. PERFORMANCE OF AIRCRAFT MAINTENANCE

Aircraft owners/lessees and their employees may make repairs and perform Aircraft Maintenance on their own Aircraft, not in violation of Federal Aviation Administration Regulations, in Hangars. Such Aircraft Maintenance is also subject to the Manassas Regional Airport Minimum Standards, the limitations contained in these Rules and Regulations and any restrictions on such activities as may be promulgated by an applicable Franchise Agreement, Lease Agreement, or other applicable agreement.

b. CERTIFIED SPECIALISTS

An Aircraft owner/lessee may employ an FAA certified specialist for Aircraft Maintenance activity to his/her own Aircraft in a Hangar provided the certified specialist is registered with the Airport prior to performing Aircraft Maintenance as defined herein, and provided that the certified specialist complies with the Manassas Regional Airport Minimum Standards, and with the limitations on Aircraft Maintenance activities as specified in these Rules and Regulations and any applicable Franchise Agreement, Lease Agreement, or other applicable agreement.

Aircraft Maintenance activities shall not be in violation of NFPA 409 for Group III Aircraft Hangar, Use Group S-1.

c. ASSEMBLY OF AMATEUR-BUILT EXPERIMENTAL AIRCRAFT

Lessees or Franchisees of Hangars may accomplish assembly of an amateur-built experimental Aircraft, as defined by CFR Part 21.191, in their leased or franchised Hangar. The Person building the Aircraft must maintain compliance with any applicable Franchise Agreement, or Lease Agreement, any applicable By-Laws of the Hangar association, the Manassas Regional Airport Minimum Standards, and all limitations contained in these Rules and Regulations.

5.05 LIMITATIONS ON ACTIVITIES IN AIRCRAFT HANGARS

1. Except for oil in containers or as permitted by the City Fire Marshal, not more than five (5) aggregate gallons of flammable liquid or gases, including but not limited to gasoline, dope, paint, thinner, or solvent (other than fuel in Aircraft fuel tanks), shall be stored in any facility housing Aircraft, except as is necessary for use inside repair shops by approved Fixed Base Operators or Certified Repair Stations. The storage of such fluids shall be in NFPA, Department of Transportation (DOT) or Underwriters Laboratories, Inc (UL) approved containers, or in unopened original containers. A separate Building for such storage may be required by the City of Manassas in its sole discretion.

2. The washing of Aircraft with running water within a Hangar not equipped with a functioning floor drainage system is prohibited.
3. Lessees or Franchisees or Tenants of all Hangars will exercise reasonable care to keep oil, grease, and similar substances off the floor.
4. Lessees or Franchisees or Tenants shall conduct no Commercial Activity of any kind whatsoever in, from or around Aircraft Hangars except as allowed by a Franchise Agreement, Lease Agreement, or any other agreement with the City of Manassas.
5. Space or Building heating systems or devices in any Hangar shall be approved systems or devices as listed by the Underwriters Laboratories, Inc., and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc., and approved by the City of Manassas Fire Marshal. The use of kerosene heaters or any type of open flame heaters or apparatus is prohibited in Hangars. Natural gas or LP gas-fueled heaters may be permanently installed in Hangars that are suitably plumbed for such devices, only after receipt of approval of the Director and the City of Manassas Building Official. Heating units must be installed in accordance with the City's Fire Code and Building Code requirements.
6. The proper and legal disposal of used oils, fluids, tires and other similar consumables related to Aircraft and Motor Vehicles is the sole responsibility of the Hangar Franchisee, Lessee, or Tenant.
7. Hangar Franchisees, Lessees or Tenants shall not cause an electrical overload of the Hangar circuits.
8. Aircraft Hangars shall not be used for any purpose that would constitute a nuisance or would interfere with the reasonable use and occupancy of any other Buildings and structures.
9. Only non-flammable cleaning agents or solvents shall be used when cleaning Aircraft, Aircraft engines or Aircraft parts and other equipment. When the use of flammable solvents cannot be avoided, to the satisfaction of an authorized Airport representative, only liquids having flash points in excess of 100 degrees Fahrenheit shall be used and special precautions shall be taken to eliminate ignition sources.
10. No person shall use a volatile flammable substance for cleaning purposes inside any Hangar. Small amounts of solvent dispensed onto a rag may be used for cleaning purposes in a Hangar so long as the Hangar door is fully open so as to avoid the building up of flammable and/or potentially toxic fumes.
11. No Person shall operate any machinery or equipment in a Hangar that produces unshielded sparks.
12. No Aircraft or Aircraft component shall be suspended or lifted utilizing the Hangar's structure or any component of the building. Lifting devices resting on the floor but not attached to any portion of the Hangar are permitted.

13. Tools, equipment, and material that constitute a fire hazard are prohibited in Hangars.

14. No tools, machines, or maintenance fixtures may be attached to any Hangar structure or floor that would have a negative effect on the structural integrity of the Hangar, as determined by the Airport Director in consultation with the City's Building Official.

15. Hangar occupants shall maintain an approved, ten (10) pound minimum, dry chemical fire extinguisher suitable for use on Types "B" and "C" fires. The extinguisher shall carry a current inspection certificate from an approved fire equipment company or the City Fire Marshal. The ten pound minimum pertains to the amount of dry chemical stored, not the net weight of the extinguisher.

15. A low-current, constant current/constant voltage charger with an output of no more than 3 amps that is used to trickle charge batteries is allowed in Hangars.

5.06 AIRCRAFT MAINTENANCE IN TIE-DOWNS

- a. Aircraft being stored in a tie-down may only conduct preventive maintenance as authorized in FAR Part 43, Annex A. All hardware and or parts removed for any reason shall be stored in the Aircraft, storage containers, or secured in such a manner to protect from the wind or incidental prop wash.
- b. Persons conducting preventative maintenance shall thoroughly inspect the space after conducting any preventive maintenance. No maintenance shall be conducted which could result in the damage or contamination of the Apron or surrounding areas, including the changing of oil. All other maintenance that can be legally performed on the Aircraft shall be conducted in a designated area or in a Building suitable and permitted by the Airport for the type of repair.

5.07 FOREIGN OBJECT DEBRIS (FOD)

- a. Each Person at Airport shall be responsible for the proper disposal of FOD on Aprons and the AOA. FOD shall be properly disposed of in closed containers that prevent the introduction of the FOD to Aprons and the AOA.
- b. When practical, dumpsters, trash containers, and storage containers shall be stored outside of the AOA. If required or authorized, containers inside the AOA must be properly sealed and secured to prevent FOD from being introduced back into the AOA.

SECTION 6 - MOTOR VEHICLES

6.01 GENERAL TRAFFIC REGULATIONS

a. AUTHORITY

The City of Manassas has the authority to establish regulations relating to traffic and traffic control at the Airport. Said regulations shall include, but not necessarily be limited to, regulations for parking, standing, stopping, loading/unloading zones, kiss and rides zones, one-way roadways, through roadways, stop or yield intersections, speed restrictions, cross walks, safety zones, bus stops, matters pertaining to all forms of commercial ground transportation traffic lanes, signal devices, limitations on roadway use, and Restricted Areas. In the absence of specific Airport regulations regarding traffic and traffic control, the existing laws of the City of Manassas and/or the Commonwealth of Virginia shall be observed.

b. TRAFFIC SIGNS AND SIGNAL DEVICES

The City will post, erect or cause to be erected all speed signs, signs, markers, and signal devices pertaining to traffic control within the boundaries of the Airport. Failure to comply with the directions indicated on such signs, markers or devices erected or placed in accordance herewith shall be a violation of these Rules and Regulations.

c. PEDESTRIAN RIGHT-OF-WAY

The operator of any Motor Vehicle shall yield the right-of-way to a pedestrian who crosses within a marked pedestrian crosswalk, except where the movement of traffic is being otherwise actively regulated by the City of Manassas Police, authorized Airport security officers, or traffic control devices. The driver of a Motor Vehicle must always exercise due care for the safety of any pedestrian upon a roadway.

d. VEHICLE CONDITION AND MARKINGS

1. No Person shall operate upon the Airport premises any Motor Vehicle which is in an unsafe condition as to endanger Persons or property, or which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to Persons or property.
2. No Person shall operate upon the Airport premises any Motor Vehicle that does not have proper working headlights, hazards, or not in generally sound condition.
3. All Airport support Motor Vehicles operating on Aprons and Taxilanes, including fuel trucks, golf carts, crew cars, and tugs, shall be equipped with an operating flashing amber light or beacon when operating on a Runway, Taxiway, or Taxilane. Beacons must be visible from all directions and be flashing yellow. Support vehicles shall also be properly marked as per the latest version of FAA Advisory Circular 160/5210-5. Vehicles should be marked with a vehicle identifier and adequately visible at night with reflective Department of Transportation (DOT) tape.

4. In addition to Item 3 under this section, all Airport Motor Vehicles authorized to operate at the Runways and Taxiways shall be marked with their assigned company call-sign or company logo and be equipped with a two-way capable VHF radio.

e. CLOSING OR RESTRICTING USE OF AIRPORT ROADWAYS

The Director or his authorized representative is authorized to close or restrict the use of all Airport roadways to vehicular traffic in the interest of public safety.

f. SLOW-MOVING VEHICLES, EQUIPMENT, & MACHINERY

Every slow-moving vehicle, equipment or machinery designed for use at speeds of less than fifteen (15) miles per hour that is operated on Airport roadways shall be equipped with and display a triangular slow-moving vehicle emblem, mounted on the rear, or in case of towed units, on the rearmost unit being towed. The vehicle must be properly equipped per Section d of 6.01 of the Rules and Regulations.

g. TOWING OF BAGGAGE CARTS AND PODS

The number of baggage carts and pods being towed on the Airport shall not exceed three (3).

6.02 LICENSING

a. No Person shall operate a Motor Vehicle on the Airport without a valid driver's or operator's or commercial license.

b. No person shall operate any motorized equipment on the Airport unless the operator is properly trained and familiar with the equipment being operated.

c. No person shall store or Park a vehicle on the Airport that does not have a required current license, registration, or valid state inspection sticker.

6.03 PROCEDURE IN CASE OF A VEHICLE ACCIDENT

The operator of any Motor Vehicle involved in an Incident or Accident on the Airport shall immediately stop such Motor Vehicle at the scene of the accident. The operator shall immediately, by the quickest means of communication, give notice of the Accident to the City of Manassas Police Department and the Airport.

6.04 SPEED LIMITS

a. AOA SPEED LIMIT

The speed limit for all Motor Vehicles operating inside the AOA is 15 MPH.

b. SPEED LIMIT ON PUBLIC ROADS

- a. Persons operating a Motor Vehicle on public roadways (outside of the AOA) shall obey all posted speed limit signs. Persons in violation of these speed limits may be subjected to violations and fines as issued or administered by the City of Manassas Police Department.
- b. No Person shall drive a Motor Vehicle on the Airport at a speed greater than what is reasonable and prudent under the conditions and having regard to the actual and potential hazards, then existing.
- c. No Person shall drive a Motor Vehicle on the streets and other vehicular traffic areas on the Airport, including parking areas, in excess of the posted speed limits, or in excess of the governing speed limit in the absence of such signs.

6.05 VEHICLE OPERATIONS ON AIR OPERATIONS AREA (AOA)**a. PERMISSION**

No Motor Vehicle shall be permitted on the AOA unless the Director has granted specific permission to such Motor Vehicle or such Motor Vehicle is utilized for, or in conjunction with, Aeronautical Activities. Such Motor Vehicle shall at all times yield the right-of-way to Aircraft.

b. PARKING

No Motor Vehicle shall be parked on any portion of the AOA with the exception of leased or franchised property. Only those Motor Vehicles necessary for the servicing of Aircraft and the maintenance of the Airport may be parked on the AOA.

Any Motor Vehicle Parked on the AOA without the permission of the Airport shall be towed by the Airport. All costs incurred by the Airport shall be recoverable against the owner or operator thereof. The Director shall not be liable for damages to any Motor Vehicles or loss of personal property that might result from the act of removal.

c. VEHICLES CROSSING TAXIWAYS AND RUNWAYS

1. All Motor Vehicles authorized to operate on Taxiways or Runways shall be equipped per Section 6.01d of the Rules and Regulations and an functioning aircraft radio or be escorted by a Motor Vehicle that is properly authorized and equipped. During an emergency, blue/red-flashing lights are acceptable for police, fire and rescue vehicles.

2. During periods when the Control Tower is not in operation, a Motor Vehicle operator shall self-announce via radio their position and their intentions prior to operating on an active Runway or Taxiway. The Motor Vehicle operator shall also self-announce via aircraft radio when they are clear of Runways and Taxiways.

3. The installation of two-way radios in a Motor Vehicle shall not be construed as permission to operate a Motor Vehicle on the AOA without the prior permission of the Director.

4. Any Person operating on or across Taxiways, Taxilanes or Runways shall have successfully completed the Airport Driver Training Program and shall have received prior permission from the Director or their authorized representative. Anyone accessing Runways or Taxiways must get approval by ATCT during operating hours or self-announce during non-towered operations.

d. VEHICLES OPERATING ON TAXILANES, AND/OR APRONS

1. No person shall operate a Motor Vehicle on or across a Taxilane, and/or Apron for any purpose other than for official Airport business, an emergency, or for the purpose of accessing a leased tie-down or Hangar. Taxilanes and Taxiways shall not be used for the sake of convenience or "joy riding." All Motor Vehicles authorized and licensed for road use shall use public roads to access facilities.

2. All Motor Vehicles authorized to operate on Taxilanes, and/or Aprons shall have an operating flashing beacon or vehicle hazards,. During an emergency, blue/red-flashing lights are acceptable for police, fire and rescue vehicles.

3. No person shall operate a motorcycle anywhere on airport property without a helmet and flashing hazards.

e. DRIVING ACROSS PASSENGER LOADING LANE

Motor Vehicles shall yield the right-of-way to passengers boarding or disembarking Aircraft, or where cargo is being loaded or unloaded.

f. RESTRICTED PARKING

1. No Person shall Park a Motor Vehicle in contravention of applicable federal, state or local laws.

2. No Person shall Park a Motor Vehicle on the any grass areas on the Airport unless the Director grants prior permission.

g. RIGHT-OF-WAY AIRCRAFT

Aircraft taxiing on any Runway, Taxiway, Taxilane, and/or Apron shall always have the right-of-way over Motor Vehicle traffic.

Aircraft being tugged on the Apron or Taxilane shall always have the right-of-way over Motor Vehicle traffic.

6.06 PUBLIC PARKING

a. COMPLIANCE WITH TRAFFIC SIGNS

Operators of Motor Vehicles using the Public Parking Facilities at the Airport shall observe and comply with all regulatory and directional traffic signs entering and departing said Facilities.

b. PARKING SPACES

Motor Vehicles shall be parked in marked spaces only. No Person shall Park a Motor Vehicle in any space marked for Parking of vehicles in such a manner as to occupy a part of another space.

c. PARKING CHARGES

No Person shall Park a Motor Vehicle in any area requiring payment for Parking therein without paying the required parking fee for the right and privilege of Parking therein.

d. PARKING DURATION

No Motor Vehicle shall remain in any Public Parking Facility on the Airport for more than 48 consecutive hours. Prior written notification to the Director is required if the Motor Vehicle is to be parked for more than 48 hours.

6.07 RESERVED PARKING

No Person shall Park any Motor Vehicle in any reserved Parking area without a valid permit issued by the Airport permitting Parking in such a reserved area. Each vehicle Parked in said area shall prominently display the identifying insignia provided by the Airport or shall display other markings acceptable to the Airport. Every such vehicle shall be Parked only in the space or area specifically assigned to it.

6.08 LOADING AND UNLOADING VEHICLES

No Person shall stop a Motor Vehicle for loading, unloading or any other purpose on the Airport other than in areas specifically designated for such use and only in the manner prescribed by signs, lines, and other means provided. Stopping at the curbsides of the Terminal shall be restricted specifically to loading and unloading of the public, passengers, and their baggage. Unattended vehicles may be cited and may be towed away in accordance with Section 6.09 of these Rules and Regulations.

6.09 AUTHORITY TO REMOVE VEHICLES

The Director or their authorized representative may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way, or any other area on the Airport, any Motor Vehicle which is disabled, abandoned, or illegally or improperly Parked. The Director shall not be liable for damages to any Motor Vehicle or loss of personal property that might result from the act of removal.

6.10 ISSUANCE OF TRAFFIC CITATIONS

The City of Manassas Police Department is authorized to issue traffic citations to Motor Vehicle operators who violate any provisions of this Section 6 of the Rules and Regulations, as well as any applicable federal, state, or local law governing Motor Vehicles.

SECTION 7 - AIRPORT MINIMUM STANDARDS

All Persons holding Lease Agreements, permits, Franchise Agreements, operating agreements or other agreements with the Airport shall conduct their operations in accordance with these Rules and Regulations, the provisions of the latest City Council approved version of the Airport Minimum Standards, and the provisions of any applicable Lease Agreement, Franchise Agreement, permit, or other applicable agreement. In the event of a conflict between these Rules and Regulations and other agreements, the most stringent applicable requirements shall apply.

SECTION 8 –ENFORCEMENT, DENIAL OF ACCESS OR USE, NOTICE OF VIOLATION, REMOVAL, AND NOTICE OF TRESPASS**8.01 ENFORCEMENT**

The Director, or his authorized representative, is authorized to enforce these Rules and Regulations.

8.02 PENALTIES AND REMOVAL

- a. In addition to any penalties and remedies otherwise provided by City ordinance, State law, the Virginia Department of Aviation, the Federal Aviation Regulations, and all other rules and regulations promulgated by the FAA, any Person violating these Rules and Regulations may be removed or ejected from the Airport pursuant to a No Trespass Notice issued by the Director. Other consequences for a violation of these Rules and Regulations may include, but are not limited to, warnings, letters of violation, suspensions, or, if the terms allow for it, the termination of the Lease Agreement, Franchise Agreement, or other applicable agreement under which such Person is operating at the Airport.
- b. After investigation, the Director may issue to any Person that has violated these Rules and Regulations a written No Trespass Notice. The City of Manassas Police will serve the No Trespass Notice upon the Person in violation and it shall identify the provision(s) of these Rules and Regulations that have been violated, the time and date of the violation(s), the effective time and date after which the Person may not be present at the Airport, and the duration of the No Trespass Notice. The City of Manassas Police will may send a copy of the No Trespass Notice United States mail, certified, return receipt requested, to the last known address of the Person on file in the Office of the Director, or as otherwise provided by the Person. An additional copy shall be kept on file at the Office of the Director.

SECTION 9 –HEARINGS AND APPEALS

Any Person aggrieved by a decision of the Director regarding enforcement of the airport rules, regulations and minimum standards may appeal that decision to the Commission within ten days after the Director's decision by delivering notice of such appeal to the City Attorney. The Commission shall set a date for a hearing on the Director's decision. If the Director has issued a No Trespass Notice, the Commission shall hear the appeal no later than its next regular meeting. The Commission's hearing may be continued from time to time at the Commission's discretion. At the hearing, the Person requesting the hearing may appear, may be represented by counsel, and may present evidence. The Commission may by majority vote affirm, modify or reverse the Director's decision. An appeal may be taken to the City Council from any final decision of the Commission. The Council shall decide upon the schedule and process for any such appeal.

SECTION 10 –AMENDMENTS TO THE AIRPORT RULES AND REGULATIONS

Amendments to these Rules and Regulations may be proposed by the Director or the Airport Commission members. A recommended change shall be forwarded, in writing to the Director. The Director shall have the proposed amendment studied by the appropriate Airport staff and the Commission's Executive Committee, and then shall forward the proposal to the full Commission. The Airport Commission shall review the proposed amendment (s) and direct the Airport staff to post a notice on social media and the Airport's website. Copies of the proposed amendment (s) shall be available for review in the Airport Administration Office during regular business hours. A comment period of not less than 30 days from the posting of the notice shall be provided. Comments must be in writing to the Director and must be received within the comment period. All comments will be considered by the Director and Commission. After considering all the comments, the Airport Commission will forward its recommendation to the City Council for approval or disapproval. If the amendment (s) is adopted by the City Council, the Director will either have the amendment incorporated in the next update to the Rules and Regulations, or he will issue an Operations Directive. Approved amendments will become effective immediately following approval by the City Council, unless otherwise specified.