



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, February 17, 2022

Call to Order and Roll Call - 7:00 p.m.

1. Approval of Minutes

- 1.1 Approval of Meeting Minutes for January 20, 2022
[Manassas Regional Airport Commission - January 20 Minutes.docx](#)

2. Review of Expenses

- 2.1 Review of Expenses
[BillSheet-FY2022 \(Feb\).pdf](#)

3. 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.

4. Airport Director's Report

- 4.1 Airport Director's Report
[Airport Director's Report - February 2022.docx](#)

4.2 Tie-Down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns

[January 2022 Tie-Down Occupancy.pdf](#)

[January 2022 Hangar Occupancy.pdf](#)

[January 2022 Noise.pdf](#)

4.3 Aging, Revenue, and Expenditure Reports.

[Aging Report.xlsx](#)

[RevenuesFeb.xlsx](#)

[ExpensesFeb.xlsx](#)

5. Presentations

5.1 Quarterly Airport Maintenance Report (Mr. Doug McCauley, 8 minutes).

[Agenda Statement - Feb 17 - Quarterly Maintenance Update.docx](#)

[Feb Power point.pptx](#)

6. Old Business

6.1 Review and Approve the Airport's Updated 2022 Strategic Plan. (Mr. Juan Rivera, 10 minutes)

[Agenda Statement - Feb 17 - Approve Updated 2022 Stratgic Plan.docx](#)

[Airport Strategic Plan Draft 2-17-22 v1.pdf](#)

6.2 Approve Airport Commission's Updated Bylaws and forward them to the City Council for review and approval. (Mr. Juan Rivera, 10 minutes)

[Agenda Statement - Feb 17 - Airport Commission Bylaws Update.docx](#)

[2022 Airport Commisison Bylaws Update Final Draft.docx](#)

[AirportCommBylawsRev.docx](#)

7. Consent Agenda

7.1 Approve Renewal of Lease Agreement between the City and Manassas Aviation Maintenance.

[Agenda Statement - Feb 17 - Lease Renewal for Manassas Aviation Maintenance.docx](#)

[Manassas Aviation Maintenance Lease 2022.docx](#)

8. Committee Reports (If Available)

8.1 Airport Operations Committee Report (Mr. John Snider, 5 minutes)

9. New Business

- 9.1 Review and recommend approval of the Rates and Charges Ordinance that will be forwarded to City Council for their approval. (Mr. Richard Allabaugh, 5 minutes)**

[Agenda Statement - Feb 17 - Rates and Charges.docx](#)

[O-2021-XX - Track Changes.docx](#)

- 9.2 Review and Approve an Assignment of Franchise for Buchanan Properties. (Mr. Juan Rivera, 5 minutes)**

[Agenda Statement - Feb 17 - Bucanhan Franchise Agreement Assignment.docx](#)

10. Information Items

- 10.1 Letter to FAA Administrator**

[Letter to FAA Administrator.pdf](#)

11. Commission Comments

- 11.1 Council Representative Comments**

Adjournment



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

MINUTES

Manassas Regional Airport Commission Meeting
Virtual - Please contact Richard Allabaugh at rallabaugh@manassasva.gov
Thursday, January 20, 2022

The Manassas Regional Airport Commission held its regular meeting via Zoom on the above date, attended by Chairman Tom Lemmon, Richard Seraydarian, James L. Uzzle, Larry Pigeon, John Snider, Howard Goodie, Theresa Coates Ellis, and Vanslyn Augustus.

Juan Cabrera, Ross Snare and Anthony McGhee were not present.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director) and Jolene Berry (Airport Operations).

Chairman Lemmon called the meeting to order at 7:14 p.m.

1. Approval of Minutes

1.1 Approval of Meeting Minutes of December 16, 2021

Member Pigeon MOVED to approve the minutes of the regular Airport Commission meeting held on December 16, 2021. SECONDED by Member Goodie and CARRIED UNANIMOUSLY.

2. Review of Expenses

2.1 Review of Expenses

3. 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.

4. Airport Director's Report

4.1 Airport Director's Report:

Juan mentioned that the Economic Development Breakfast will be at the airport in May. They are planning for the keynote speaker to be someone on the aviation industry.

The Tower crash phone did not work with the County Dispatch Center during an inbound incident. Aircraft ended up going to IAD. Staff is working through the problem with the FD, PD, and County to resolve the issue.

An appraiser was onsite last week to appraise all City owned buildings for insurance.

Staff will be meeting with Baker Engineering regarding building a new tower. Staff is waiting for a price and Scope of Work for their services. This will put the airport in a good position submit an application for funding from the FAA. The Airport has had a few snow events this season. Currently the airport is down a truck due to a blown engine and the tractor is down due to a hose issue. Staff will be looking for other snow equipment; Blower, Blower with front-end loader or with a ramp hog.

Staff put together a list of projects that can be completed with infrastructure money. Revenue are good. The Airport is not spending more that it is bring in. No update on Rising Phoenix. Staff met with Kevin Rychlik to discuss the snow/water issue he had going into his business as there was inside damage.

4.2 Tie-Down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns

4.3 Aging, Revenue, and Expenditure Reports.

5. Presentations

5.1 Quarterly Fuel and Aircraft Operations Report (Mrs. Jolene Berry, 8 minutes)

5.2 ~~Quarterly Airport Maintenance Report (Mr. Doug McCauley, 8 minutes).~~

5.3 Update of the VRE Expansion Plans (Mr. Juan Rivera, 5 minutes)

6. Old Business

- 6.1 Present the FY 2023 Operating and CIP Budget for Commission Approval and Forward to the City Council for Consideration (Mr. Juan Rivera, 5 minutes)

Member Snider MOVED to approve the CIP Budget and forward it to City Council for approval. SECONDED by Member Seraydarian and CARRIED UNANIMOUSLY.

- 6.2 Review and Approve the Mission Statement, Vision and Strategic Priorities for the Airport's Draft Strategic Plan (Mr. Juan Rivera, 15 minutes)

Member Goodie MOVED to approve the Mission Statement, Vision and Strategic Priorities for the Airport's Draft Strategic Plan SECONDED by Member Pigeon and CARRIED UNANIMOUSLY.

7. Consent Agenda

- 7.1 ~~Approve Renewal of Lease Agreement between the City and Manassas Aviation Maintenance.~~

8. Committee Reports (If Available)

- 8.1 Bylaws Update Committee Report (Mr. Richard Seraydarian, 5 minutes)

Juan states that the comments are back from the City Attorney. The Bylaws will be put on the Commission agenda for next month.

- 8.2 Airport Operations Committee Report (Mr. John Snider, 5 minutes)

Member Snider stated they were unable to meet.

9. New Business

10. Information Items

11. Commission Comments

Member Goodie ask if there is a replacement for the Director of Aviation, Mark Flynn, yet. Chairman Lemmon spoke about outreach ideas with youth. Involving the EAA, CAP and a number of other groups that included the schools robotic teams, Duncan Aviation and the FBO's Maybe Member McGhee can help putting this together. Work with School and County. Juan stated that there is something in the work with Dynamic Aviation.

11.1 Council Representative Comments

Member Uzzle MOVED to adjourn the meeting. SECONDED by MEMBER Seraydarian and CARRIED UNANIMOUSLY.

Meeting adjourned at 8:16PM.

Secretary

Chairman

Date

Vendor	Description	Net Amount
A R C WATER TREATMENT	MECHANICAL EQUIPMENT DELIVERY	1,070.00
ACV ENVIRONMENTAL SERVICES INC	Hazmat Disposal/Waste Water	8,339.88
ADB SAFEGATE AMERICAS HOLDING INC	PAPI Parts 16L	1,617.47
AM ASSOC OF AIRPORT EXEC AAAE	Annual Membership	1,804.00
AMAZON.COM, INC	FUEL PUMP REBUILD KIT-SNOWBLOWER	38.97
AMERICAN DISPOSAL SERVICES	Trash Services	2,307.40
ATLANTIC SWEEPING & CLEANING INC	Monthly Runway Sweeping	2,470.00
B&H FOTO & ELECTRONICS CORP	Ethernet Surge Protectors	295.53
BENFIELD ELEC CO OF VIRGINIA INC	Parking Lot Time and Replacements	4,120.00
BLUE RIDGE FIRE PROTECTION INC.	Annual Fire Extinguishers	1,124.00
BOBCAT OF VA	Skid Steer Parts	740.45
BOLAND TRANE SERVICES INC.	HVAC	7,160.66
CARPET ROYALE & RUGS INC	Carpet Runner Terminal	150.00
CHANTILLY TURF EQUIPMENT	Concrete Saw & Cart	1,422.84
CHEMUNG CONTRACTING CORPORATION	RUNWAY 16R/34L REHABILITATION & TAXIWAY A3	75,963.06
CINTAS CORP. #145	Mats and Uniforms	2,882.09
CINTAS FIRST AID & SAFETY	First Aid Kit Service	199.75
COLLIFLOWER, INC	HYDRAULIC HOSE	950.20
COMCAST COMMUNICATIONS	Cable Service	839.35
CONDORTECH SVCS INC	Extra replacement cameras	1,050.00
CRAIG GOSSMAN	Manassas Regional Airport Strategic Plan Update	1,750.00
DELTA AIRPORT CONSULTANTS INC	Reconstruct Taxiway B and Taxilane Y	78,916.09
DOMINION ELECTRIC SUPPLY CO, INC.	Parts for EV3	15.65
EAST TO WEST EMBROIDERY & DESIGN	Uniform Shirts for Maintenance	349.95
FASTENAL CO	Parts for Bush hog	52.06
FERGUSON ENTERPRISES INC 001	Parts for chemical tank	43.86
FINLAY FIRE APPA & EQUIP REPAIR LLC	Foam unit annual service.	2,519.27
G & V TREE SERVICE INC	Landscaping - Obstruction reduction	4,700.00
G4S TECHNOLOGY HOLDINGS USA INC	Card reader near Gate WV-03.	13,882.46
GENUINE PARTS COMPANY	Transmission fluid for the airport fire truck	131.97
GRAINGER	HVAC Filters	641.57
HOME DEPOT	MISC OFFICE SUPPLIES-TERMINAL	248.75
J E RICE CO	Keys for new sliding door	7.05
JOINER LAB LLC	outfall sampling diesel & gasoline	2,960.00
JULIUS BRANSCOME INC	T-Hangar Taxilane Paving	111,406.16
MANASSAS, CITY OF UTILITIES	UTILITY BILLING	41,502.03
MCMICHAEL'S SERVICE CENTER INC	BUSHHOG PARTS	31,104.28
MULLEN'S MARKINGS, INC.	Striping of new pavement	5,758.50
NATIONAL BUSINESS AVIATION ASSOCIATION	NBAA Membership Dues	395.00
NAT'L ELEVATOR INSP SVC INC	Tower Elevator Inspection	242.00
NO VA SUPPLY INC	Oil Dry and Rubber Gloves	110.70
ORACLE ELEVATOR HOLDCO INC	Tower Standard Maintenance Service	1,118.75
ORKIN EXTERMINATING CO INC	Pest Control	1,337.72
PAIGE E KRONER	Mileage Reimbursement	298.70
PARAMOUNT MECHANICAL CORPORATION	Terminal Boiler Replacement	55,600.00
P-CARD ONE TIME PAY	Various P-Card Purchases	21,800.58
PR WM CNTY	Brush Disposal	152.34
REYNOLDS SMITH & HILLS INC	16R-34L Rehabilitation Construction	4,812.12
REYNOLDS SMITH & HILLS INC	LOMr Taxiway G-Taxilane Y	2,688.30
REYNOLDS SMITH & HILLS INC	Taxiway A Rehabilitation Design	25,918.42
REYNOLDS SMITH & HILLS INC	Master Plan Update	103,268.66

Vendor	Description	Net Amount
REYNOLDS SMITH & HILLS INC	Observation Road Relocation and Drainage Improv.	67,281.73
RICKY THOMAS HAINES JR	Terminal Window Tinting	600.00
RIDGEVIEW NEW HOLLAND INC	Weathers, Glass and Ms Genie	983.50
ROAD RUNNER WRECKER SVC INC	Relocate Red Dodge Ram & White Chevy Van	150.00
ROBERTS OXYGEN CO INC	Gas for welder	64.90
ROLLINS INC	Service at Terminal	400.00
ROXEN INCORPORATED	Business Cards - P.Kroner	30.00
SECURADYNE SYSTEMS INTERMEDIATE LLC	Rear Door ACS and Aiphone	3,501.15
SHECKLER CONTRACTING INC	Work on Catwalk	64,468.93
SHERYL A MARTIN	Promotional Products	3,830.00
SKID STEER DOORS	Skid Steer Parts	1,414.84
SONNY INC	Security Services	7,820.00
SOUTHEAST CHAPTER / AAAE	Membership Dues	35.00
SOUTHERN REFRIGERATION CORPORATION	Coil Cleaner for HVAC	41.50
STANLEY ACCESS TECHNOLOGIES LLC	Terminal Rear Slide Doors	12,363.00
TARGET CORPORATION	Office Supplies	1,009.97
THE ADT SECURITY CORPORATION	Airport Panic and Alarm Monitoring	189.01
TRAFFIC SAFETY SUPPLIES LLC	Concrete Wheel Stops	544.00
TREAS OF VA TECH	Virginia Tech Pesticide Training Manuals	70.00
TRUGREEN CHEMLAWN	Lawn Service	384.91
U S PLANTS INC	Plant Maintenance	523.20
UNITED RENTALS NORTH AMERICA INC	Replacement for control box & POWER UNIT COVER	1,279.30
UNITED SECURITY FORCES LLC	Airport Security Patrol	21,547.50
UPS STORE #5549, THE	Return of shipping for old card printers	109.89
USI INSURANCE SERVICES LLC	Storage Tank Liability Insurance (Renewal)	37,100.00
VA BUSINESS SYSTEMS	Konica Minolta Copier	1,450.90
VA OUTDOOR POWER EQUIPMENT CO	Mower Mounted Trimmer	13,128.44
VERIZON	Phone Service	56.50
VIRTOWER LLC	VirTower 24/7 monitoring airport software	3,000.00
VULCAN MATERIALS COMPANY	gravel for relocated card reader	175.67
WALKERS CRPT CRE/JANTRL SVC	Janitorial Services	12,990.60
WEISCO INC	Nametags	237.20



Airport Director's Office Juan E. Rivera

Memorandum

February 10, 2022

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: **AIRPORT DIRECTOR'S REPORT FOR FEBRUARY 2022**

CITY COUNCIL ACTIONS IN REGARDS TO THE AIRPORT

- a. The City Council took no actions regarding the Airport at its last two meetings.

HANGAR OCCUPANCY RATE

West T-Hangars: 58 out of 59 Rented

98% Rented – **1 tenant vacated.**

East T-Hangars: 94 out of 97 Rented

97% Rented – **1 new tenant. 2 tenants vacated.**

East and West Hangars – 152 out of 156 – 97% Rented

Waiting List Status – Emails will be sent out next week for available hangars.

Breakdown

Total on List – 90

East Side – 82

West Side – 60

60x50 – 9

TIE-DOWN OCCUPANCY RATE

West Tie-Down: 46 out of 85 Rented

54% Rented – **4 new tenants.**

East Tie-Down: 82 out of 86 Rented

95% Rented – **1 vacated.**

East and West Tie-Down – 128 out of 171 Rented – 75% Rented

Squatters: NONE

NOISE COMPLAINTS

There were four (4) noise complaints recorded by Airport Operations in the month of January 2022.

- 1 – Helicopter Departure
- 2 – Helicopter Overflight
- 1 – Aircraft Departure

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. Staff is continuing to exercise contacts with operators in an effort to educate on Noise Program. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military.

MASTER PLAN UPDATE

The Airport Staff's next bi-monthly meeting with the staff of RS&H is scheduled for February 16, 2022. The staff has received the Working Paper 1, Aviation Activity Forecast for the HEF Master Plan that was produced by RS&H. The airport staff will review the document and provide comments at the February 16th meeting. The ALP Layout has been started and the Master Plan website is up and running.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

The 90% plans were submitted to the City the week of November 15, 2021. The City have provided its 1st round of comments to RS&H. There was a meeting with the City, Airport and RS&H to discuss the comments prior to RS&H responding to the comments. The VDOA has no comments or concerns. The FAA Form 7460-1 and CSPP has been submitted to the FAA via OE/AAA website for review and approval. The anticipated design and bidding schedule: Bid in February 1, 2022 with Construction beginning in June-August, 2022. This schedule is scheduled to change depending on the availability of State funding. If funding is not available until August, then the project will be bid later in the year.

TAXIWAY B REHABILITATION

The initial kick-off meeting was held on September 30, 2021. All geotechnical investigations, and report reviews have been accomplished, generally speaking, this task has been completed. The Field surveys and Field work is complete and processed. Delta has started working on the 30-percent schematic report with the intent on having the report submitted prior to the end of February. The 30-percent report will summarize general findings to date and present options for widening; one or two side widening; shoulders or no shoulders and the pros and cons to these options. Once Delta gets to the thirty percent (30%) design stage, the staff, FAA and the State will meet to discuss issues before Delta proceeds beyond that point.

RUNWAY 16R/34L REHABILITATION AND LIGHTING UPGRADES

RS&H is finalizing the close out of this project. The field work is complete and the As-built drawings are complete. We are waiting for the final invoice from Chemung to begin the close out of the grant. A letter will be sent to Chemung asking for a final invoice by January 31, 2022, or we will proceed with payment as determined by the City and RS&H.

The Airport Staff, the City Attorney and RS&H will be meeting the week of February 14th to discuss the closeout of this project and next steps to be taken since Chemung has not responded in writing to RS&H's request to provide the City with information that supports their claim for additional payments.

TAXIWAY A DESIGN EFFORT

RS&H has finalized the design and will sending 10 sets of the drawings to the City for signature. Waiting on comments from Jerry Burke on front end of the specification and project manual. The IFE is being conducted for the CA/RFR scope of work. It is anticipated that the project would be bid in March of next year and the grant application would be submitted in May of 2022. Construction would begin in summer of 2022. NO CHANGE.

UPCOMING EVENTS

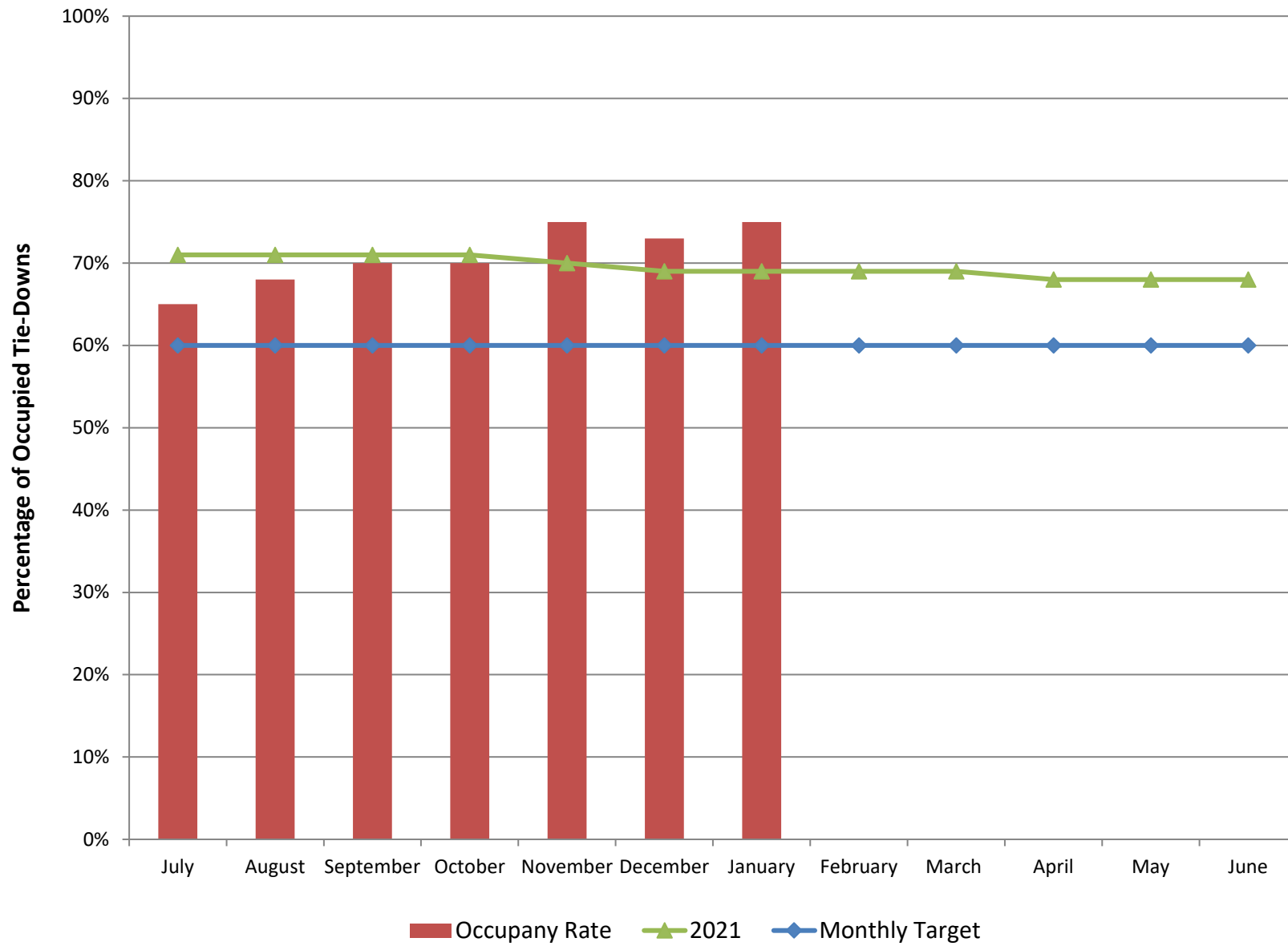
- a. Annual Airport Report to City Council by Airport Staff – February 14, 2022
- b. Airport Run – April 24, 2022

Juan E. Rivera

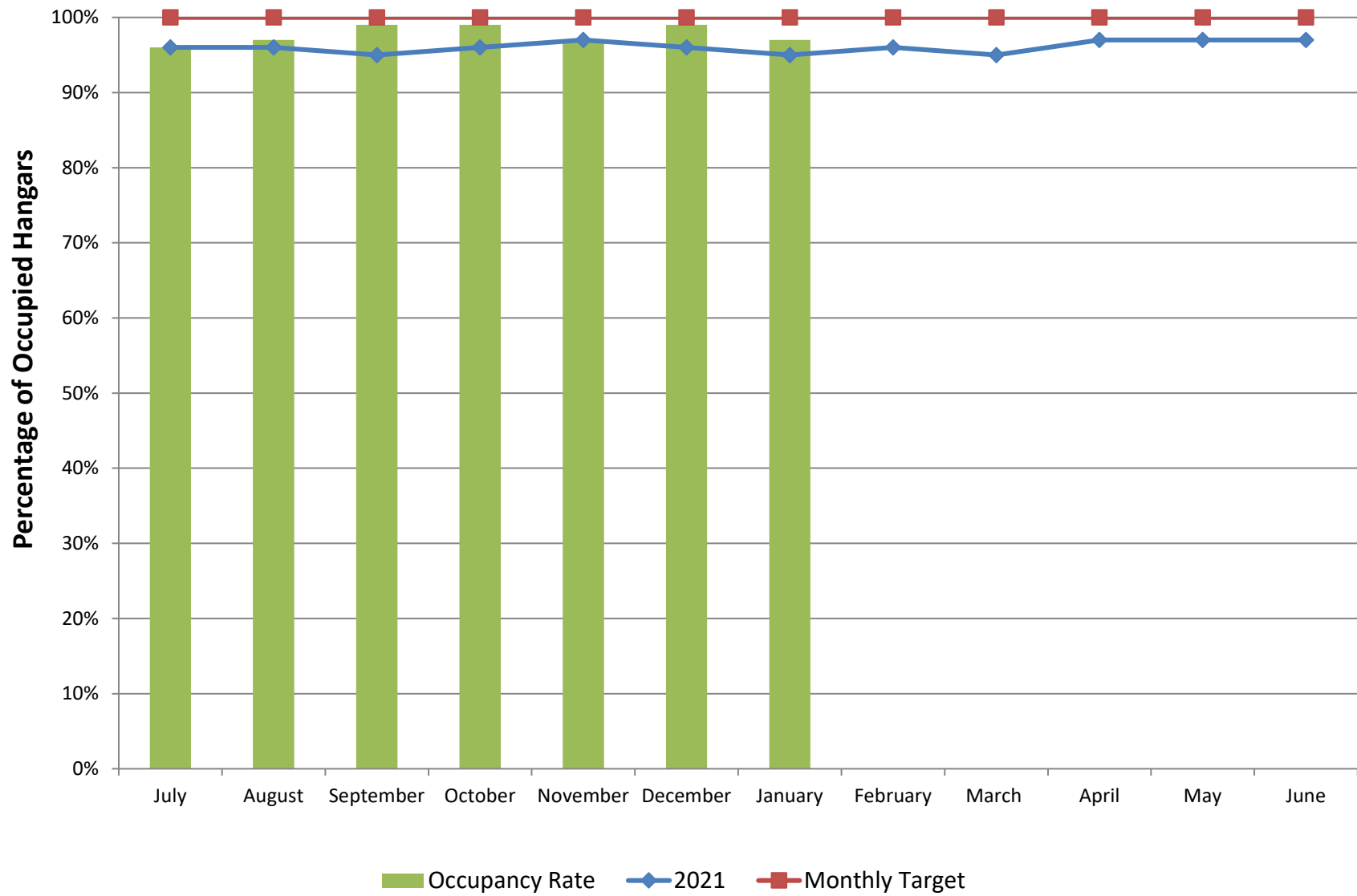
Juan E. Rivera, Director
Manassas Regional Airport

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

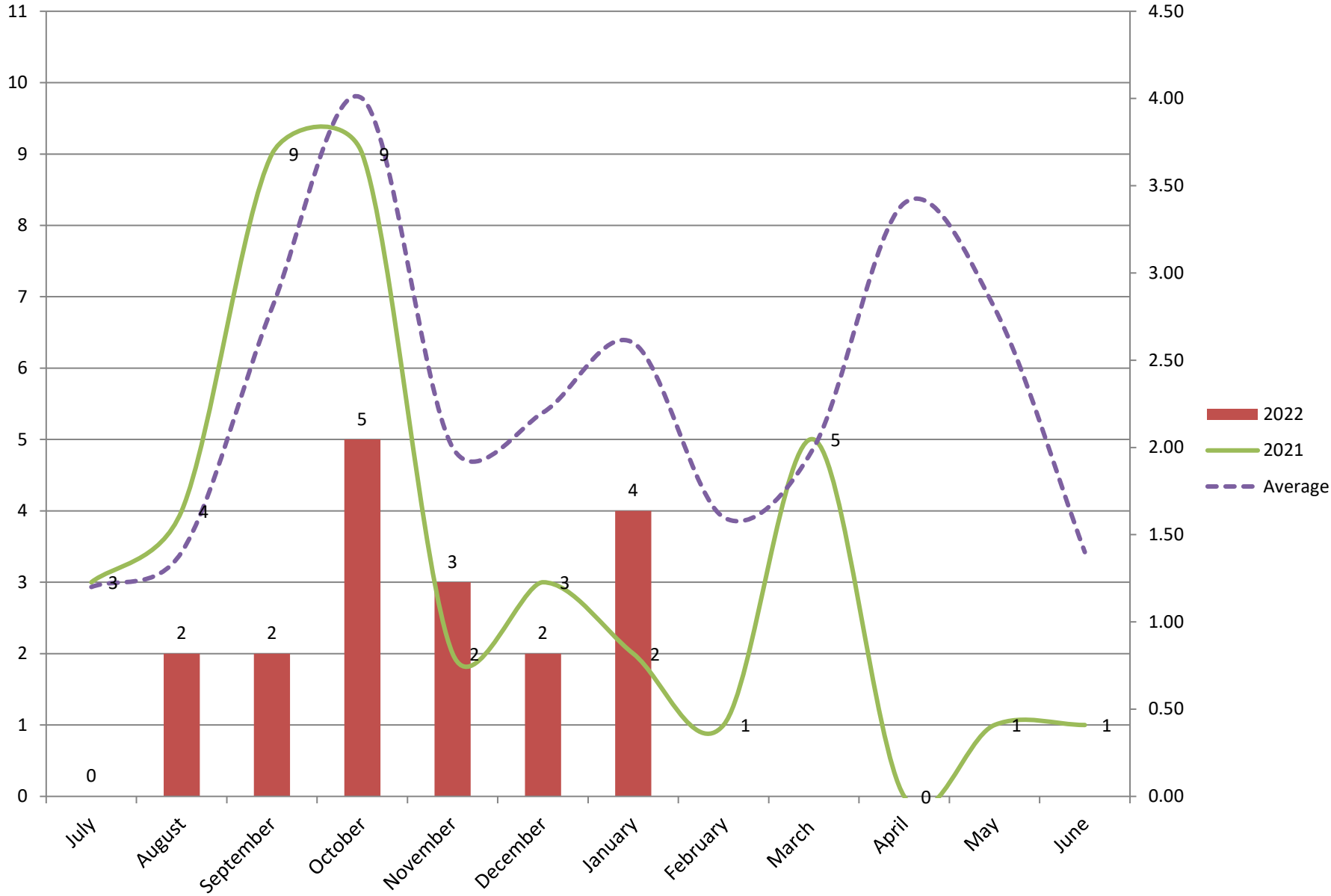
FY2022 Tie-Down Occupancy Rates



FY2022 Hangar Occupancy Rates



Noise Complaints FY 2021-2022



Customer Id	Customer Name	Bill Year	Bill Number	Bill Due Date	Unpaid Balance	Billed Amount	Adjusted Amount	Paid Amount	61 to 90 Days Past	91 to 120 Days Past	Over 120 Days Past	Interest Due	Total Due Now
11204	VIRGINIA RAILWAY EXPRESS	2022	108001	10/31/2021	\$1,812.70	\$1,812.70	\$0.00	\$0.00	\$0.00	\$1,812.70	\$0.00	\$0.00	\$1,812.70
11204	VIRGINIA RAILWAY EXPRESS	2022	108002	12/1/2021	\$1,812.70	\$1,812.70	\$0.00	\$0.00	\$1,812.70	\$0.00	\$0.00	\$0.00	\$1,812.70
36079	RISING PHOENIX AVIATION, INC.	2022	78002	8/31/2021	\$1,681.75	\$1,681.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,681.75	\$0.00	\$1,681.75
36079	RISING PHOENIX AVIATION, INC.	2022	78003	10/1/2021	\$1,681.75	\$1,681.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,681.75	\$0.00	\$1,681.75
36079	RISING PHOENIX AVIATION, INC.	2022	89102	8/31/2021	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	2022	89103	10/1/2021	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	2022	105601	10/31/2021	\$1,681.75	\$1,681.75	\$0.00	\$0.00	\$0.00	\$1,681.75	\$0.00	\$0.00	\$1,681.75
36079	RISING PHOENIX AVIATION, INC.	2022	105602	12/1/2021	\$1,681.75	\$1,681.75	\$0.00	\$0.00	\$1,681.75	\$0.00	\$0.00	\$0.00	\$1,681.75
36079	RISING PHOENIX AVIATION, INC.	2022	105701	10/31/2021	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	2022	105702	12/1/2021	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
36535	THOMPSON, LOREN	2021	80610	5/1/2021	\$10.00	\$335.00	\$0.00	\$325.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00
36535	THOMPSON, LOREN	2021	80611	5/31/2021	\$391.81	\$335.00	\$56.81	\$0.00	\$0.00	\$0.00	\$391.81	\$0.00	\$391.81
36864	COWAN GROUP	2022	99202	12/1/2021	\$3,176.00	\$3,088.00	\$88.00	\$0.00	\$3,176.00	\$0.00	\$0.00	\$0.00	\$3,176.00
78057	COLTON, JON	2022	2488	8/6/2021	\$449.73	\$449.73	\$0.00	\$0.00	\$0.00	\$0.00	\$449.73	\$0.00	\$449.73
80615	FIBER NETWORKS	2022	2801	10/21/2021	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
82272	MB AVIATION LLC	2022	2870	12/1/2021	\$258.06	\$258.06	\$0.00	\$0.00	\$258.06	\$0.00	\$0.00	\$0.00	\$258.06

Printed on February 8, 2022

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE	% COLL
57097400	315001	Interest on Pooled Cash	0	0	0	985.51	-986	100.0
57097400	315200	Leases and Rents	2,179,340	0	2,179,340	1,432,517.27	746,823	65.7
57097400	315204	Hangar Rentals	958,790	0	958,790	630,289.32	328,501	65.7
57097400		Total 57097400 Use of Money & Prope	3,138,130	0	3,138,130	2,063,792.10	1,074,338	65.8
57097600	317510	Airport Tie-Down Fees	70,000	0	70,000	83,513.42	-13,513	119.3
57097600	317520	Airport Fuel Flowage Fees	208,390	0	208,390	173,818.33	34,572	83.4
57097600	317530	Airport Security Surcharge	52,000	0	52,000	42,082.62	9,917	80.9
57097600	317535	Airport Car Rental Revenue	16,000	0	16,000	1,858.61	14,141	11.6
57097600		Total 57097600 Sales & Connections	346,390	0	346,390	301,272.98	45,117	87.0
57097700	318000	Miscellaneous Revenues	2,500	0	2,500	1,450.73	1,049	58.0
57097700	318426	Card Replacement Fees	200	0	200	175.00	25	87.5
57097700	318650	Airport Commercial Op Permit	6,600	0	6,600	780.00	5,820	11.8
57097700	318710	Cash Over/Short-Airport	0	0	0	2.75	-3	100.0
57097700		Total 57097700 Other Local Rev-Gene	9,300	0	9,300	2,408.48	6,892	25.9
57097900	322071	VA State Reimbursements	35,000	0	35,000	0.00	35,000	0.0
57097900		Total 57097900 State Non-Categorica	35,000	0	35,000	0.00	35,000	0.0
57098200	332010	FAA Tower Rent from Fed Govt	15,580	0	15,580	10,384.00	5,196	66.6
57098200	332011	FAA Tower Reimbursements	25,700	0	25,700	0.00	25,700	0.0
57098200		Total 57098200 Federal Non-Categori	41,280	0	41,280	10,384.00	30,896	25.2
57098400	333010	CARES Act/COVID-19 Funding	0	148,000	148,000	0.00	148,000	0.0
57098400		Total 57098400 Federal Categorical	0	148,000	148,000	0.00	148,000	0.0
57099100	346400	Contr Surplus-Net Position	1,400,000	0	1,400,000	0.00	1,400,000	0.0
57099100	346500	Contr Surplus-Encumbrances	0	35,017	35,017	0.00	35,017	0.0
57099100		Total 57099100 OFS-Contribution fro	1,400,000	35,017	1,435,017	0.00	1,435,017	0.0
Revenue Total			4,970,100	183,017	5,153,117	2,377,857.56	2,775,260	46.1

Printed on February 8, 2022

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003703	411000	Salaries and Wages	607,700	148,000	755,700	273,186.27	0.00	482,514	36.20
57003703	411020	Board and Elections Stipends	10,000	0	10,000	6,350.00	0.00	3,650	63.50
57003703	412000	S&W-On-Call	23,300	0	23,300	13,708.91	0.00	9,591	58.80
57003703	416000	S&W-Overtime	25,000	0	25,000	9,559.05	0.00	15,441	38.20
57003703	416010	Hours Worked on a Holiday	800	0	800	1,230.50	0.00	-431	153.80
57003703	416015	Call-Back Overtime	0	0	0	257.19	0.00	-257	100.00
57003703	420000	Employee Benefits	266,500	0	266,500	0.00	0.00	266,500	0.00
57003703	420002	Deferred Compensation	0	0	0	1,317.26	0.00	-1,317	100.00
57003703	420004	FICA	0	0	0	25,745.79	0.00	-25,746	100.00
57003703	420006	Virginia Retirement System	0	0	0	39,502.46	0.00	-39,502	100.00
57003703	420008	Group Health	0	0	0	33,682.98	0.00	-33,683	100.00
57003703	420010	Worker's Compensation	0	0	0	3,078.80	0.00	-3,079	100.00
57003703	420012	Group Term Life Insurance	0	0	0	3,827.84	0.00	-3,828	100.00
57003703	420014	Long Term Disability	0	0	0	1,184.01	0.00	-1,184	100.00
57003703	420016	Unemployment	0	0	0	42.40	0.00	-42	100.00
57003703	420031	Car Allowance	6,030	0	6,030	3,507.70	0.00	2,522	58.20
57003703	431000	Professional Services	75,000	0	75,000	1,750.00	2,275.00	70,975	5.40
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	1,500	0	1,500	0.00	0.00	1,500	0.00
57003703	436000	Advertising Services	60,000	0	60,000	5,043.29	0.00	54,957	8.40
57003703	439000	Other Purchased Services	18,000	192	18,192	8,216.58	3,191.66	6,783	62.70
57003703	441000	Information Technology Charges	57,830	0	57,830	38,554.00	0.00	19,276	66.70
57003703	441005	Phones and Voicemail Charges	18,170	0	18,170	12,114.00	0.00	6,056	66.70
57003703	441045	IT GIS Mapping Charges	8,020	0	8,020	5,348.00	0.00	2,672	66.70
57003703	441050	IT Purchases Mid-Year	1,000	0	1,000	2,654.13	0.00	-1,654	265.40
57003703	442000	Motor Vehicle Charges	49,380	0	49,380	32,920.00	0.00	16,460	66.70
57003703	444000	Cost Allocation Charges	182,960	0	182,960	121,976.00	0.00	60,984	66.70
57003703	447000	Radio Charges	1,550	0	1,550	1,034.00	0.00	516	66.70
57003703	451001	Utilities	20,000	1,924	21,924	0.00	1,924.36	20,000	8.80
57003703	451002	City Utility Charges	127,000	0	127,000	62,541.51	0.00	64,458	49.20
57003703	452003	Cell Phone Charges	4,500	0	4,500	3,231.84	0.00	1,268	71.80
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	1,077.69	0.00	1,922	35.90
57003703	452008	Telephone Service Charges	500	61	561	56.50	60.50	444	20.90
57003703	453000	Insurance	55,500	0	55,500	39,100.00	0.00	16,400	70.50
57003703	454001	Operating Leases	3,500	1,407	4,907	1,450.90	1,407.37	2,049	58.20
57003703	455001	Mileage	1,000	0	1,000	264.82	0.00	735	26.50
57003703	455002	Training and Travel	12,500	0	12,500	1,013.27	0.00	11,487	8.10
57003703	455005	Meeting / Business Expense	8,000	0	8,000	1,436.20	0.00	6,564	18.00
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	5,362.00	0.00	1,138	82.50
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	391.83	0.00	3,108	11.20
57003703	462000	Other Supplies	5,000	0	5,000	4,120.23	0.00	880	82.40
57003703	463000	Books and Subscriptions	500	0	500	0.00	0.00	500	0.00
57003703	464000	Uniforms and Safety Apparel	3,500	0	3,500	2,554.44	0.00	946	73.00
57003703	471000	Equipment & Machinery Purch	46,000	0	46,000	24,776.50	0.00	21,224	53.90
57003703		Total 57003703 Airport Operations	1,765,740	151,584	1,917,324	793,168.89	8,858.89	1,115,296	41.80
57003710	433000	Maintenance Services	55,000	810	55,810	30,694.98	810.34	24,305	56.50
57003710	433001	Refuse Collection Services	6,000	594	6,594	2,768.88	593.72	3,231	51.00
57003710	433003	Janitorial Services	25,000	1,709	26,709	12,404.94	1,709.44	12,595	52.80

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003710	433006	Mowing Services	17,200	0	17,200	0.00	0.00	17,200	0.00
57003710	433008	HVAC	8,000	0	8,000	3,950.00	0.00	4,050	49.40
57003710	433009	Elevator Services	6,000	0	6,000	0.00	0.00	6,000	0.00
57003710	433010	Snow Removal	25,000	0	25,000	22,544.38	0.00	2,456	90.20
57003710	433012	Airfield Lighting Maintenance	2,500	0	2,500	0.00	0.00	2,500	0.00
57003710	433014	Elevator Inspections	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	433015	Vehicle/Apparatus Maintenance	35,000	0	35,000	0.00	0.00	35,000	0.00
57003710	439000	Other Purchased Services	36,000	0	36,000	17,381.87	0.00	18,618	48.30
57003710	439004	Paving Services	65,000	0	65,000	0.00	0.00	65,000	0.00
57003710	439008	Hazmat Disposal	17,000	348	17,348	8,339.88	348.03	8,660	50.10
57003710	439014	Security Services	92,000	20,683	112,683	29,618.01	57,785.56	25,279	77.60
57003710	454004	Miscellaneous Rentals	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	462000	Other Supplies	26,000	0	26,000	653.26	0.00	25,347	2.50
57003710	462001	Tools	10,000	0	10,000	2,072.68	0.00	7,927	20.70
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	2,279.94	0.00	12,720	15.20
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	941.72	0.00	19,058	4.70
57003710	462047	Airfield Supplies	11,000	0	11,000	3,227.07	0.00	7,773	29.30
57003710	462048	Security Supplies	20,000	5,875	25,875	7,754.09	0.00	18,121	30.00
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	63.83	0.00	4,936	1.30
57003710	462067	Maintenance Supplies	2,500	0	2,500	2,084.03	0.00	416	83.40
57003710	466000	Building and Repair Materials	35,000	0	35,000	5,860.08	0.00	29,140	16.70
57003710	467000	Fuels/Oils/Lubricants	11,500	0	11,500	3,091.97	0.00	8,408	26.90
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	6,989.41	0.00	18,011	28.00
57003710	471000	Equipment & Machinery Purch	60,000	0	60,000	47,350.00	0.00	12,650	78.90
57003710		Total 57003710 Airport Maintenance	634,700	30,020	664,720	210,071.02	61,247.09	393,402	40.80
57003711	433000	Maintenance Services	14,000	0	14,000	0.00	0.00	14,000	0.00
57003711	433008	HVAC	2,500	0	2,500	0.00	0.00	2,500	0.00
57003711	433009	Elevator Services	3,000	0	3,000	1,993.75	0.00	1,006	66.50
57003711	433014	Elevator Inspections	1,000	0	1,000	242.00	0.00	758	24.20
57003711	462000	Other Supplies	3,000	0	3,000	59.00	0.00	2,941	2.00
57003711		Total 57003711 FAA Tower Nonreimbur	23,500	0	23,500	2,294.75	0.00	21,205	9.80
57003712	433000	Maintenance Services	14,000	401	14,401	2,909.74	400.66	11,090	23.00
57003712	451002	City Utility Charges	18,500	0	18,500	9,662.79	0.00	8,837	52.20
57003712	451003	Heating Fuel Oil or Gas	1,000	1,013	2,013	0.00	1,013.03	1,000	50.30
57003712		Total 57003712 FAA Tower Reimbursab	33,500	1,414	34,914	12,572.53	1,413.69	20,927	40.10
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	0.00
57003713	433003	Janitorial Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	439000	Other Purchased Services	15,000	0	15,000	5,000.00	0.00	10,000	33.30
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	12,000	0	12,000	0.00	0.00	12,000	0.00
57003713		Total 57003713 Airport-Special Proj	33,000	0	33,000	5,000.00	0.00	28,000	15.20
57003793	462000	Other Supplies	100,000	0	100,000	0.00	0.00	100,000	0.00
57003793	481001	Principal - Bonds Payable	211,030	0	211,030	536,414.25	0.00	-325,384	254.20
57003793	481021	Interest - Bonds Payable	30,170	0	30,170	27,548.17	0.00	2,622	91.30
57003793	492575	Transfer to Airport Capital	1,682,000	0	1,682,000	1,582,000.00	0.00	100,000	94.10
57003793	496004	Contrib to Net Position	456,460	0	456,460	0.00	0.00	456,460	0.00
57003793		Total 57003793 Airprt Capex-Finance	2,479,660	0	2,479,660	2,145,962.42	0.00	333,698	86.50
Expenses Total			4,970,100	183,017	5,153,117	3,169,069.61	71,519.67	1,912,528	62.90

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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Printed on February 8, 2022



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	February 17, 2022
TIME ESTIMATE:	8 Minutes
AGENDA TITLE:	Quarterly Airport Maintenance Report
RECOMMENDATION:	N/A
MOTION:	
DATE LAST CONSIDERED BY COMMISSION:	N/A – Information Only
SUMMARY AND/OR COMMENTS:	This is a quarterly presentation from Airport Maintenance on projects, equipment, and other related items.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Doug McCauley, 257-8425

Airport Director

Manassas Regional Airport Maintenance Division



Total Number of Work Orders

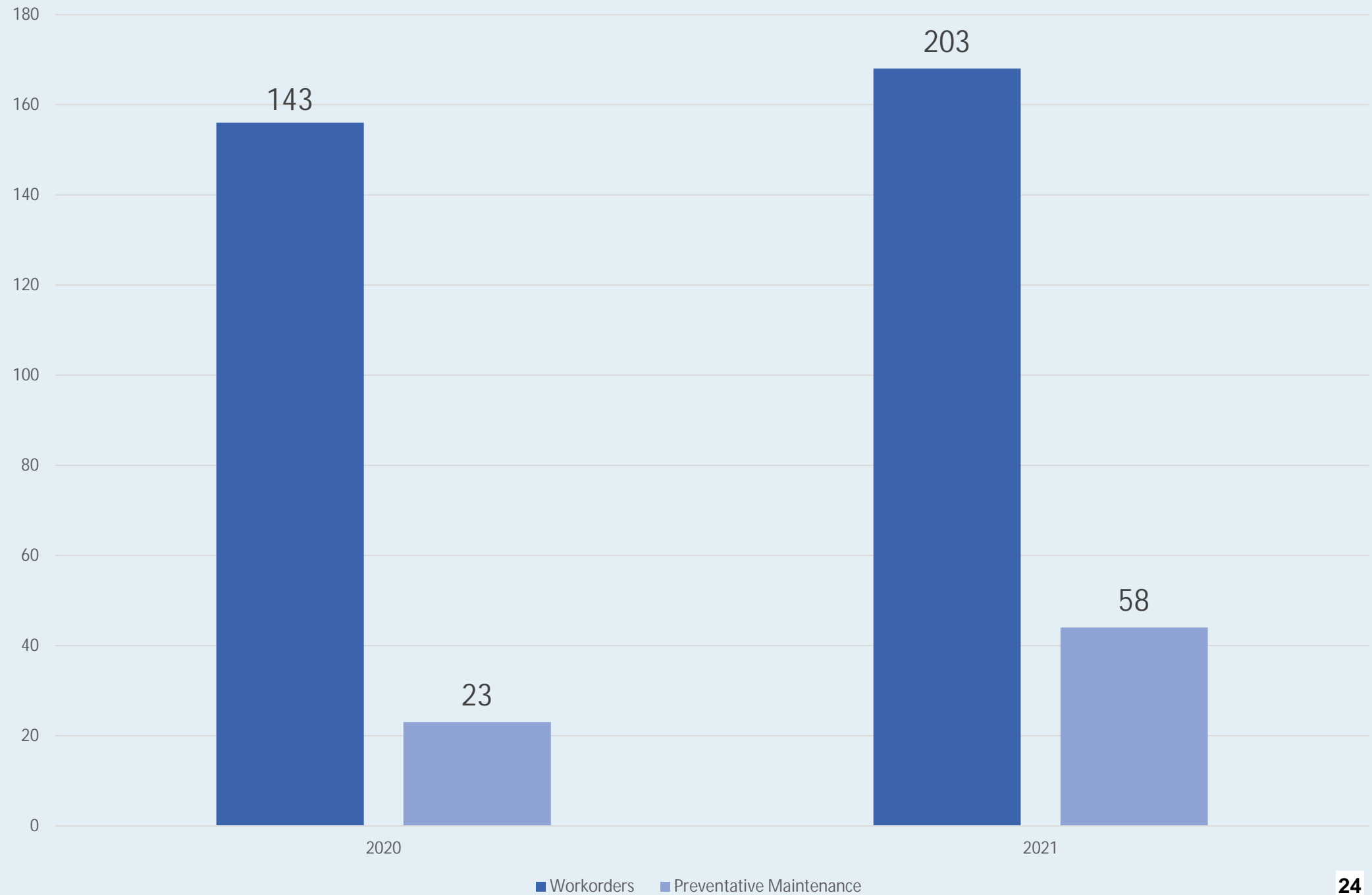
WO
261

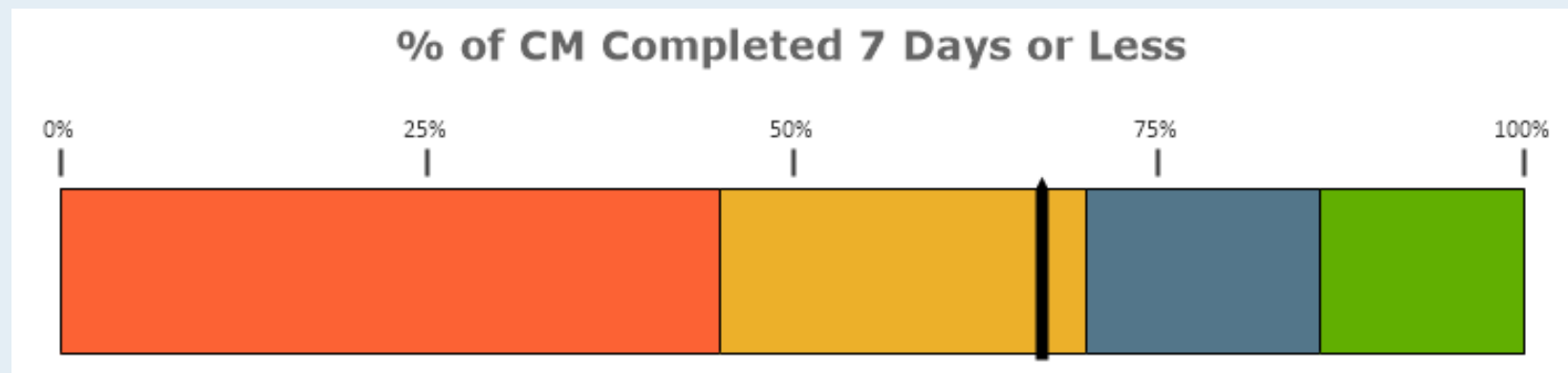
Total Corrective Maintenance (CM)
203

Total Planned Maintenance (PM)
58

These number reflect the past quarter

Maintenance Workorders





69 percent of WO are completed within 7 Days of issue

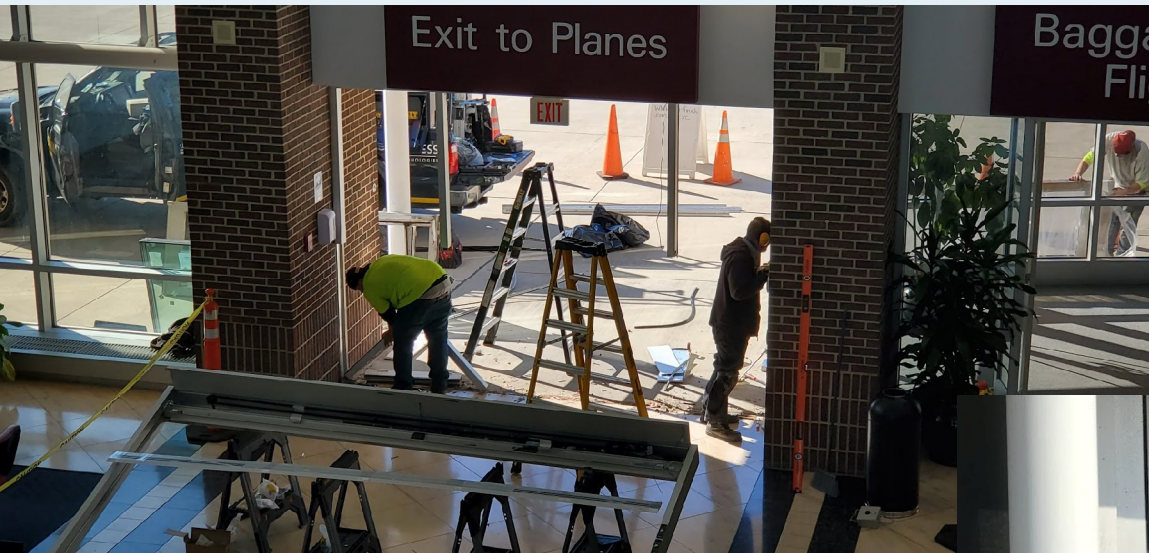
ARFF

ARFF Tracking 2022		
E-One Vehicle		
Item	Cost	Date
Napa- ATF Fluid	\$ 139.88	7/8/2021
Finlay Fire- Annual	\$ 2,519.27	10/12/2021
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
TOTAL	\$ 2,659.15	

Completed Projects



Rear Terminal Door





MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	February 17, 2022
TIME ESTIMATE:	8 Minutes
AGENDA TITLE:	Review and Approve the Manassas Regional Airport's 2022-2025 Strategic Plan.
RECOMMENDATION:	Approve the Airport's 2022-2025 Strategic Plan
MOTION:	I move that we adopt the Manassas Regional Airport's 2022-2025 Strategic Plan
DATE LAST CONSIDERED BY COMMISSION:	January 20, 2022
SUMMARY AND/OR COMMENTS:	The Airport's Strategic Plan is a critical planning document not only for the Airport Commission, but for the Airport Staff. The Strategic Plan calls on our organization to work toward ambitious but achievable goals, but more than anything, it provides a Vision for our Airport. During the process of updating the Airport's Strategic plan, every effort was made to engage stakeholders, from the airport commission, tenants, and airport users. The purpose of updating the Strategic Plan was to better align the Airport's Vision with the City Council's Strategic Objectives.
FISCAL IMPACT:	Adoption of the Airport's Strategic Plan does not require the expenditure of Airport funds.
STAFF CONTACT:	Juan E. Rivera, (703) 257-8425

JER

Airport Director



2022-2025 **Manassas** **Regional Airport** **Strategic Plan**



Draft February 17, 2022
Manassas Airport Commission

Acknowledgements

Mayor

Michelle Davis-Younger

City Council

Pamela J. Sebesky, Vice-Mayor

Theresa Coates Ellis

Lynn Forkell Greene

Tom Osina

Ralph J. Smith

Mark D. Wolfe

Airport Commission

Charles T. Lemmon, Jr. Chair

Ross W. Snare IV

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Consultant

Elizabeth Gossman, FAICP

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MISSION

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.

VISION

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.

VALUES

Customer Service

Honesty

Respect

Integrity

Stewardship

Teamwork

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.

INTRODUCTION

The Manassas Regional Airport provides a critical connection in the operation of the region's transportation system and has significant multiplier effects on both local and regional economies. To meet their social, economic, operational and environmental obligations in the face of rapidly changing conditions, the Airport Commission and staff updates their strategic plan every 3 to 5 years. Strategic planning is generally defined as the process undertaken by an organization to define its future and formulate a road map to guide the organization from its current state to its vision for the future. More specifically, *"strategic planning for airports consists of more than just ensuring the safety and security of the traveling public and achieving a strong financial performance.....strategic planning for airports projects a future vision for the airport organization, determines strategies and objectives for the growth or prosperity of the organization (including the type of products and services it should provide), and defines how the vision and objectives can be accomplished."* (Transportation Research Board, 2009)

The process of strategic planning has many benefits including facilitating decision making and bringing order to the organization and to focus on priorities. In addition, updating the Airport's Strategic Plan at this time provides an opportunity to align the airports' strategic operations plan with the Manassas City Council's 2025 Strategic Plan and shape the development analysis and conclusions of the upcoming masterplan update. The masterplan is a document that will guide the physical development of the Airport for the next 20 years.



The Airport is owned by the City of Manassas, Virginia and the Airport Commission is appointed by City Council with representation from Prince William County. Alignment of the Airport's strategic plan with the Council's strategic plan is critical to aligning the resources from both the City and the Airport towards a shared community vision.

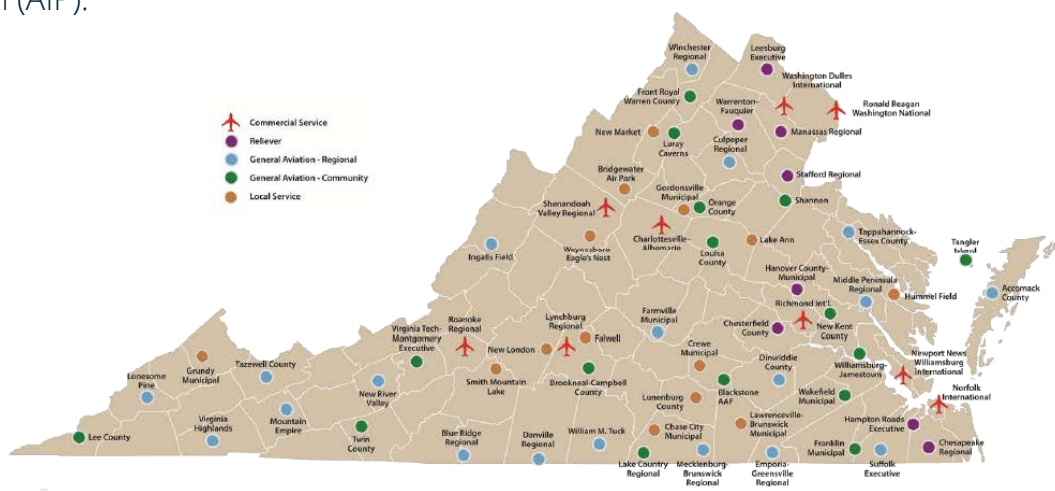


Manassas (HEF) is a General Aviation Airport and part of the FAA's National Plan of Integrated Airport Systems (NPIAS). GA Airports are public-use airports that do not have scheduled service or have less than 2,500 annual passenger boardings.

Owned by the City of Manassas, the airport started operations in 1963 at its' current location with a single 3,700' x 100' paved runway, a rotating beacon, parking facilities, a maintenance hangar, office and a full-time, dedicated airport manager. Airport expansion continued through the next several decades while the Town of Manassas grew into the City of Manassas, achieving independent City status in 1975.

In 1992, the city made the strategic decision to purchase an air traffic control tower from Centennial, CO and reassembled it at the airport further enhancing the operation of the airport. Continued improvements in lighting, aircraft parking, and hangers facilitated airport operations, while new roads, entrances, and a main terminal building constructed in 1996, made the airport more accessible to the public. In 1997, a second, parallel runway and taxiway was constructed and the east runway was extended to 5,700 feet, enabling larger aircraft to land more efficiently and safely.

In 2012 the east runway was further extended to a new length of 6,200 feet. At that same time, Manassas was notably categorized as one of only 84 National General Aviation airports by the FAA. An important consideration for the planning process is that Manassas is also designated as a reliever airport for Washington Dulles International Airport (IAD) and Ronald Reagan Washington National Airport (DCA) and, as part of the NPIAS, Manassas is eligible to receive federal grants under the Airport Improvement Program (AIP).



PRESENT SITUATION

Today, 889 acres are dedicated to airport use. The airport has over 400 based aircraft, 156 t-hangars and 141 tie-downs. Annual operations are defined by the number of takeoffs and landings with the Manassas Regional Airport averaging 255 per day, and a total of over 97,000 annually. In comparison Leesburg Executive Airport averages over 100,000 annual operations while Stafford Regional Airport much less at 29,000 annual operations.

The Airport is one of six (6) enterprise funds for the City of Manassas. The City's enterprise funds are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the cost of operating the service is recovered primarily through user charges. The FY22 Operating Budget for the Airport is \$4,970,100 including grant expenditures. The Airport's revenue is fairly stable and reliable from charges for services including fuel flowage fees. In FY21 these revenues were \$3,420,116. The airport in FY22 has 8 employees.

Importantly, the airport returns over \$375 million annually to the local economy which is over 1/3rd of the total economic impact from the top eight GA airports in the Commonwealth of Virginia.

The airport hosts two major community events including the LeaseWeb Manassas Airshow and the Manassas Runway 10k/5k/1Miler which attract large crowds to the airport.

TOTAL ANNUAL ECONOMIC IMPACTS OF TOP EIGHT VIRGINIA'S GA AIRPORT

Manassas	- \$375,492,000
Bridgewater	- \$144,115,000
Leesburg	- \$121,482,000
Hampton Roads	- \$60,543,000
Richmond-Chesterfield	- \$52,450,000
Blackstone	- \$27,125,000
Stafford	- \$23,310,000
Dinwiddie County Airport	- \$17,893,000

Source: 2017 Virginia Airport System Economic Impact Study, Va Dept of Aviation.



INDUSTRY TRENDS AND EMERGING TECHNOLOGIES

General aviation comprises all civil flights except scheduled passenger airline services. Based on the aircraft type, the market is typically segmented into helicopters, piston fixed-wing aircraft, turboprop aircraft, and business jets.

The COVID-19 pandemic has affected the general aviation market in the short term, with a decline in the number of orders and deliveries of new aircraft in 2020. However, due to the increased operations of the helicopters and business jets for the transport of patients, charter operations, and VIP transportation among others, the plans for fleet modernization appear to have been unaffected in the long term. The active general aviation fleet, which showed an overall decline of 2.8% between 2019 and 2020, is projected to slightly increase from its current level due primarily to increases in the turbine, experimental, and light sport fleets. The fixed-wing piston fleet is predicted to continue to shrink over the next several years.

Unfavorable pilot demographics, overall increasing cost of aircraft ownership, availability of much lower cost alternatives for recreational usage, coupled with new aircraft deliveries not keeping pace with retirements of the aging fleet are the drivers of the decline of fixed-wing piston aircraft. While the growth in the turbine fleet is being fueled by the growth in the GDP and corporate profits as well as the increasing number of high-wealth individuals domestically and globally.

Industry Trend to Watch...the number and use of fixed-wing piston aircraft are declining while the number and use of jet aircraft is increasing

Growth in the general aviation industry is measured not only by the number of aircraft ordered but also by the number of hours flown. And although the total active general aviation fleet is projected to marginally decline, the number of general aviation hours flown is forecast to increase as the newer aircraft fly more hours each year. Fixed wing piston hours are forecast to decrease slightly (less than 1%) while hours flown by turbine aircraft (including rotorcraft) are forecast to increase 2.2% yearly between 2019 and 2041. Jet aircraft are expected to account for most of that increase. Rotorcraft hours are projected to grow slightly as well but the most growth is projected in the light sport aircraft category primarily driven by growth in that fleet.

The growing concern over aviation emissions has shifted the focus of most manufacturers toward the development of all-electric aircraft. New electric aircraft models are being developed and investments of the aerospace companies towards the introduction of urban air mobility within the next 5 to 10 years are increasing. This development is expected to rapidly strengthen the growth of the general aviation market in the region.

Two types of aircrafts are being developed, vertical takeoff and landing vehicles (eVTOLs) that don't necessarily need an airport and electric short takeoff and landing (eSTOLs) that are airport based but require a much shorter runway than traditional jet fueled aircraft.

The NBAA, in May of last year, claimed that more than 250 manufacturers are currently developing hybrid-electric and all-electric vertical takeoff and landing (eVTOL) AAM vehicles with a low noise and emissions footprint. Other countries are working to develop AAM systems and infrastructure, reinforcing the need for the U.S. to remain a leader in the segment with Manassas Regional Airport well positioned to be a leader in accommodating such aircraft.

Sources:

https://www.faa.gov/data_research/aviation/aerospace_forecasts/media/FAA_Aerospace_Forecasts_FY_2021-2041.pdf accessed 11/5/2021

<https://www.mordorintelligence.com/industry-reports/general-aviation-market> accessed 11/5/2021

<https://nbaa.org/aircraft-operations/emerging-technologies/advanced-air-mobility-aam/nbaa-part-of-call-for-inclusion-of-aam-development-grants-in-infrastructure-legislation> accessed 11/5/2021

<https://evtol.news/aurora> - accessed 1/3/2022

On Jan. 22, 2019, a full-size prototype of an all-electric Vertical Take-Off and Landing (eVTOL) aircraft with eight propellers for vertical flight designed and built by Manassas based Aurora Flight Sciences, a Boeing Company, was successfully hovered at the Manassas Regional Airport.



Pegasus Passenger Air Vehicle (PAV)
Aurora Flight Sciences, a Boeing Company
Manassas, Virginia, USA
www.aurora.aero

OPPORTUNITIES, CONSTRAINTS and CRITICAL ISSUES

The Airport Commission worked with the Airport team to review the Airport's opportunities and constraints and to identify the critical issues that would need to be addressed during this planning period. In addition, key public officials were asked to provide additional input and a survey was sent to stakeholders of the airport for their thoughts. This information was used to develop the following list of opportunities, constraints and critical issues.

Opportunities are those factors that provide possibilities for the airport to expand so as to increase its revenues and enhance its facilities.

- Growth in business and private jet travel fueled by continued growth in corporate profits and the increase in the number of high wealth individuals. Potential to enhance private jet travel by reserving the East Complex for corporate and air service ops.
- Increased interest from scheduled charter services.
- Introduction of electric Regional Air Mobility (RAM) aircraft to support “intra-regional” missions up to 500 miles. These aircraft will primarily utilize existing, smaller airports to carry up to 19 passengers or equivalent cargo. Ability to support the design, construction and operation of a vertiport either on or off-airport.
- Growth in the tourism sector - many charter operators and tourism companies are making plans to expand their fleet with introduction of new piston engine aircraft, turboprop aircraft, and helicopters.
- Passage of the Infrastructure Investment and Jobs Act which will not only provide funding that will impact airports but also passenger rail, public transit, safety and research, electric vehicle charging and other elements that will positively impact regional airports as hubs in multi-modal transportation systems.
- New development, including hotels, at the Landings at Cannon Branch and Innovation Park as well as continued economic growth in the region.
- Emerging aeronautical technologies, and the airport’s proximity to major research and development facilities and manufacturers.
- Growth and expansion of George Mason University and other area colleges, universities and trade schools.
- Availability of adjacent land to grow ancillary development, particularly maintenance facilities and research and development facilities as well as further protect the airport from incompatible land use development.

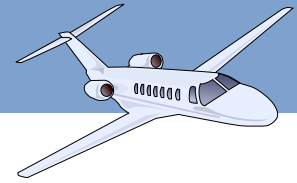
Constraints are those factors that limit the ability to grow, and therefore limit the enhancements to the operations of the airport.

- Special Flight Rules Area restrictions and Military Operations Area Encroachment which restricts traffic in and out of the airport
- Increasing environmental regulations, particularly those related to stormwater
- Number of airports in the region including direct competition from Dulles and Leesburg

Critical issues to address in this planning cycle includes those weaknesses, liabilities and/or constraints that have the ability to be addressed either through the current strategic plan or upcoming master plan.

- Outdated Air Traffic Control (ATC) Tower
- Lack of full-sized aircraft maintenance facility
- Lack of scheduled charter service
- Lack of staff resources needed to support aggressive marketing campaign, funding and lobbying efforts to support growth and expansion
- Inadequate west side services and aging west side complex; upgrades will be needed to support a possible relocation of smaller aircraft
- No LPV approach to other runways, ILS is the only option in inclement weather
- Lack of on-site Fire & Rescue services
- Provision for electric – and hydrogen-powered aircraft, especially modification to existing electrical systems and researching the design and building code issues regarding the storage of hydrogen tanks





Priority 1 - Operational Expansion & Improvement

Goal 1

Enhance onsite services needed to support existing tenants and attract additional aeronautical uses.

Goal 2

Develop a method of measuring customer satisfaction to accurately measure the success of current efforts and identify ways to enhance customer service.

Goal 3

Update the Airport's Master Plan to guide the future growth and development of the airport.

Objective 1.1 - Identify runway improvements, funding and construction schedule for the FY23-25 CIP.

Objective 1.2 - Identify and secure a funding path for a new ATC Tower.

Objective 1.3 - Identify a path forward for providing ARFF services at the airport that provides optimal coverage for aircraft traffic.

Objective 2.1 - Explore the cost and benefits of engaging a firm to conduct a triannual customer service survey that also addresses the issue of measuring transient customer satisfaction.

Objective 2.2 - Incorporate customer satisfaction surveys into the 3-year strategic planning process.

Objective 2.3 - Develop specific customer service performance goals and measurements during the next strategic planning process.

Objective 3.1 - Determine the highest and best uses for the terminal building and nearby facilities that anticipate future aircraft mixes.

Objective 3.2 - Identify the best locations and facilities for both piston and jet operations to enhance the synergy between different aircraft.

Objective 3.3 - Identify the physical infrastructure needed for additional aeronautical uses to grow the airport.

GOALS AND OBJECTIVES

Priority 2 - Business Growth & Economic Development

Goal 1

Ensure a strong economic platform for on and off-airport development.

Goal 2

Raise the awareness of the Airport's presence in the community and in the region as an executive airport and center of innovation.

Goal 3

Capitalize on the forecast growth in corporate and private jet service to grow the Airport's revenues.

Objective 1.1 - Identify specific aircraft types (fleet mix) needed to grow the airport in the Master Plan Update.

Objective 1.2 - Work cooperatively with Manassas and PW Economic Development to identify targeted industries for both airside and landside development that balance the airport's portfolio.

Objective 1.3 - Encourage the participation of Airport businesses in City, County and Chamber events.

Objective 2.1 - Update the Airport's marketing plan in 2022 to focus on areas that positively impact the Airport's strategic priorities, particularly for business development and customer service.

Objective 2.2 - Develop an independent website for the Airport to promote business development and provide exceptional customer service to both onsite and transient customers.

Objective 2.3 - Enhance the Airport's social media and presence on partner websites to convey the message of the Airport as a regional resource and asset

Objective 3.1 - Develop the Northwest corporate pad site.

Objective 3.2 - Develop the Southeast corporate pad site.

Objective 3.3 - Identify the development potential for the remaining properties in the Southwest development area.

GOALS AND OBJECTIVES

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.

Goal 2

Evaluate the utility infrastructure needed to support emerging technologies.

Goal 3

Celebrate the successes of key tenants working in Advanced Air Mobility (AAM) technologies.

Objective 1.1 - Host a conference on emerging technologies through a partnership with a university and/or the Chamber to learn and explore the opportunities presented.

Objective 1.2 - Participate in necessary meetings, task forces or committees convened regionally, statewide or nationally to establish Advanced Air Mobility (AAM) policies and regulations.

Objective 1.3 - Include in the master plan update the emerging technology best suited for the airport and what is needed to implement it or support users.

Objective 2.1 - Convene a working committee made up of Airport and Utilities staff in 2022.

Objective 2.2 - Identify existing failing infrastructure and future needs to be incorporated into the CIP.

Objective 2.3 - Develop a utilities plan for the airport.

Objective 3.1 - Explore advancements in AAM and identify a path in which the Airport can participate in its growth.

Objective 3.2 - Include key tenant information regarding AAM and other aeronautical advances in the Airport's annual reports.

Objective 3.3 - Coordinate press releases and media information with key tenants, making sure that the Airport and location is included.

GOALS AND OBJECTIVES

Priority 4 - Community Education & Partnerships

Goal 1

Develop at least one aviation industry workforce initiative aligned with the workforce needs of the airport and customers.

Goal 2

Ensure that the airport is actively engaged in the community.

Goal 3

Ensure an effective working relationship with elected officials and private business CEO's to share the airport's vision and achieve the strategic priorities.

Objective 1.1 - Establish a relationship with a college/university to identify potential partnerships such as an aerospace program and/or credentialed maintenance program.

Objective 1.2 - Establish the Airport as a resource for K-12 Career and Technical Education (CTE) programs in aircraft maintenance or other related trades.

Objective 1.3 - Determine the feasibility and suitability of an annual aviation education and industry event that engages middle school students to encourage aviation related careers.

Objective 2.1 - Proactively engage with event coordinators and the City to enhance and promote on-site events to grow the significance of the airport in the community.

Objective 2.2 - Emphasize the Airport's significant accomplishments in social media posts to highlight the importance of the aviation system and the positive impact it has on the community.

Objective 3.1 - Convene an elected officials workshop/reception to present the updated Strategic Plan and provide an update on airport activities.

Objective 3.2 - Invite key organizations, such as the Chamber of Commerce CEO/Presidents Business Roundtable to hold meetings at the Terminal Building.

Objective 3.3 - Create an Airport Commission committee charged with identifying key, strategic partnerships with organizations and individuals that further the Airport's strategic priorities.

GOALS AND OBJECTIVES

Priority 5 - Sustainability & Organizational Excellence

Goal 1

Control and align Airport finances with Airport and City strategic goals.

Goal 2

Comply with safety, health, and security regulations through engagement and partnerships with regulatory agencies.

Goal 3

Ensure healthy employee satisfaction ratings for the overall working environment at the airport and address staff's understanding of the meaning and purpose of their responsibilities.

Objective 1.1 - Implement a workforce analysis for identifying additional staffing resources needed to keep the airport sustainable and growing.

Objective 1.2 - Identify and create new resource and revenue opportunities including exploring non-aeronautical ventures for incompatible land uses.

Objective 1.3 - Develop a succession plan for Airport leadership.

Objective 2.1 - Carve out time for Airport staff training and education on existing and proposed regulations to identify and manage impacts to the airport.

Objective 2.2 - Identify and participate in key industry work groups that will impact the airports growth and operations.

Objective 2.3 - Maintain and participate in regional industry partnerships.

Objective 3.1 - Provide training resources that prepare employees to thrive and grow professionally and adapt to changes in the workplace and industry.

Objective 3.2 - Work towards right sizing the staff team to increase the team's effectiveness and ability to address strategic priorities and support improvements identified in City's employee survey.

Objective 3.3 - Enhance internal staff communication and offer a better means of identifying employee expectations, meaning and purpose.

MEASURING SUCCESS

HOW DO WE COMPARE?

Retain #1 Ranking in Economic Impact in the Commonwealth; and
Improve #2 Ranking in General Aviation Operations in the Region

HOW ARE WE GROWING?

% Growth in Fuel Sales;
% Growth in Based Aircraft;
% Growth in Operations; and
% Growth in Positive Print and Media Stories

WHAT IS OUR BOTTOM LINE?

% Growth in Earnings;
Improvement in Staff Satisfaction Ratings; and
Zero Accidents and Workman Compensation Claims

WHAT HAVE WE ACHIEVED?

Funding allocated for a new ATC tower;
completed CIP projects; completed master plan and marketing plan;
completed community and educational events



Manassas Regional Airport 2022 - 2025 Strategic Plan





MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: February 17, 2022

TIME ESTIMATE: 8 Minutes

AGENDA TITLE: Approve Airport Commission's Updated Bylaws and forward them to City Council for their approval.

RECOMMENDATION: Approve the updated Bylaws

MOTION: **I move that the Bylaws be approved, and that the Airport Director send them forward to the City Council for their review and approval.**

DATE LAST CONSIDERED BY COMMISSION: January 20, 2022 – Briefing by Committee Chair

SUMMARY AND/OR COMMENTS: The City Council encourages Boards and Commission to keep their Bylaws current and updated. The Airport Commission's Bylaws were last reviewed and approved in August of 2007. A Committee was formed to review the Bylaws and to make recommended changes. The City Attorney reviewed the proposed changes and his comments were incorporated into the final draft document.

FISCAL IMPACT: N/A

STAFF CONTACT: Juan E. Rivera, (703) 257-8261

JER

Airport Director

MANASSAS REGIONAL AIRPORT COMMISSION

(Harry P. Davis Field)

BY-LAWS

1 ARTICLE NAME

- 1.1 The name of the organization shall be The Manassas Regional Airport Commission of the City of Manassas, Virginia, hereinafter called the (Commission). The principal office shall be located at 10600 Harry J. Parrish Boulevard, Manassas, Virginia

2 ARTICLE AUTHORITY

- 2.1 The Manassas Airport Administrative Board was established pursuant to a Resolution dated February 27, 1967, adopted by the Town Council for the Town of Manassas and later amended and adopted by the City Council for the City of Manassas (“City Council”) pursuant to an unnumbered Resolution dated March 18, 1988, and the name of which, by Resolution (R-99-101) dated April 12, 1999, was changed to the Manassas Regional Airport Commission.
- 2.2 For internal governance of the Commission’s affairs, By-Laws and amendments thereto, may be prepared by the Commission for approval by the City Council. However, in no event shall City Council be precluded from amending, at its sole discretion, By-Laws for use by the Commission.

3 ARTICLE PURPOSE

- 3.1 The purpose of the Commission is to manage the Manassas Regional Airport by overseeing the operation and maintenance of existing and future facilities, to ensure the enforcement of the Minimum Standards and the Rules and Regulations of the Airport as adopted and subsequently amended, and to discharge the responsibilities as delegated by the City Council.

4 ARTICLE RESPONSIBILITIES

- 4.1 The Commission shall have the following responsibilities and limits of authority delegated to it by City Council and not in conflict with Virginia Code Title 5.1 – Aviation, rules and regulations adopted and promulgated by the Virginia Aviation Board, Federal Aviation Administration (FAA) Grant Assurances or by general law and local ordinances:

- 4.1.1 The oversight of construction of improvements approved by City Council after recommendation from the Commission;
- 4.1.2 Operation and maintenance of existing or to-be-built facilities located on said Airport;
- 4.1.3 The preparation of an annual report each year and annual budget for submittal to City Council each year in accordance to the City Council's budget schedule;
- 4.1.4 The expenditure of funds transferred or appropriated for the maintenance and upkeep of said Airport and pay of the Commission;
- 4.1.5 The preparation of a set of By-Laws for consideration and approval by City Council;
- 4.1.6 The development of a Master Plan for utilization of all of the Airport property for consideration and approval by City Council;
- 4.1.7 The advertisement, negotiation and recommendation for any franchises and/or leases;
- 4.1.8 To do all things proper and convenient to carry out the purposes of the foregoing Resolutions, except as otherwise provided by law.

5 ARTICLE MEMBERSHIP

- 5.1 The Commission shall be comprised of ten (10) Members appointed by City Council. Eight (8) Members shall be nominated and appointed by City Council of the City of Manassas, and two (2) Members, who may be Prince William County residents, shall be nominated by the Prince William County Board of Supervisors and appointed to the Commission by City Council. All City appointees shall be residents of the City of Manassas and reside in the City for the term of their appointment.
- 5.2 All Members appointed to the Commission shall serve at the pleasure of the City Council for a term of four (4) consecutive fiscal years (Article 12). The City Council shall appoint Members on staggered terms with two (2) Members appointed on odd years and three (3) Members appointed on even years, the third Member being a Prince William County nominated Member.
- 5.3 The City Council may remove, at any time, with or without cause, any Member from the Commission.
- 5.4 The Commission and its Members shall comply with and be subject to the provisions of the State and Local Government Conflict of Interests Act, Chapter 31 of Title 2.2 of the Code of Virginia (1950), as amended.

- 5.5 A vacancy may be filled by appointment of the City Council. The Member appointed to such vacancy shall serve for the remainder of the term of the Member replaced.
- 5.6 Should any member fail to attend three consecutive regular meetings of the Commission, or fifty percent of the meetings over a six-month period, without adequate excuse for such absences, the Chair, with the concurrence of the majority of the Commission, shall recommend to the City Council that a vacancy be declared and that the vacated position be filled. The Chair will determine if an absence is excused.
- 5.7 Should any member fail to attend three consecutive regular meetings of the Commission, or fifty percent of the meetings over a six-month period, without adequate excuse for such absences, the Chair, with the concurrence of the majority of the Commission, shall recommend to the City Council that a vacancy be declared and that the vacated position be filled. The Chair will determine if an absence is excused.

6 ARTICLE OFFICERS AND THEIR SELECTION

- 6.1 The officers of the Commission shall consist of a Chairman and Vice Chairman who shall at all times be Members of the Commission and such other officers as the Commission may from time-to-time create by Motion. The secretary to the Airport Director shall serve as the Secretary for the Commission. The Airport Director and Secretary shall serve ex-officio with no vote, and neither shall be considered as one (1) of the ten (10) Members appointed by City Council to the Commission.
- 6.2 Officers shall be elected by the Commission at the regular June meeting of each year and each shall hold office from July 1 of that year to June 30 of the following year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve. Officers are eligible for re-election. Officers shall be limited to no more than three consecutive terms.
- 6.3 Any officer may resign at any time by giving written notice to the Commission and City Council. Such resignation shall take effect upon acceptance by City Council.

7 ARTICLE DUTIES OF COMMISSION OFFICERS AND STAFF

7.1 The Chairman, as a Member of the Commission, shall:

- 7.1.1 Preside at all meetings;
- 7.1.2 Rule on all procedural questions (subject to a reversal by a majority vote of the Members present);
- 7.1.3 Sign and certify items in evidence presented before the Commission;
- 7.1.4 Sign all motions passed by the Commission certifying as to their adoption.

7.2 The Vice Chairman, as Member of the Commission, shall:

- 7.2.1 Act in the absence, inability, or at the discretion of the Chairman; and
- 7.2.2 Have the power to function in the same capacity of the Chairman in cases of the Chairman's absence or inability to act.

7.3 The Airport Director or their designated representative shall:

- 7.3.1 Attend all meetings of the Commission;
- 7.3.2 Be permitted to participate in all discussion of the Commission's work;
- 7.3.3 Make recommendations to the Commission on matters relating to the Commission's work;
- 7.3.4 Not be entitled to a vote on matters presented to the Commission; and
- 7.3.5 Ensure that minutes of all meetings of the Executive Committee are kept and distributed to all Commission Members within fourteen (14) days.

7.4 The Secretary shall:

- 7.4.1 Keep the minutes of all meetings and proceedings of the Commission, including a record of which Commission Members and Airport staff members were present;
- 7.4.2 Record the votes of the Members on all motions;
- 7.4.3 Serve notice of meetings of the Commission;
- 7.4.4 Keep current records showing the names and addresses of the Members of the Commission;
- 7.4.5 Draft all correspondence necessary for the execution of the duties and functions of the Commission;
- 7.4.6 Communicate by telephone or other electronic means whenever direct written correspondence is not timely;
- 7.4.7 Prepare official papers and plans involving the authority of the Commission with the signature of the Chairman or Vice Chairman;

- 7.4.8 Perform such other duties as required by the Commission;
- 7.4.9 Print monthly finance activity reports from the City of Manassas computer finance records;
- 7.4.10 Not be entitled to a vote on matters presented to the Commission.

8 ARTICLE MEETINGS

- 8.1 Regular meetings of the Commission shall be held on the third (3rd) Thursday of each month. When a meeting date falls on a legal holiday, the meeting shall be held on the preceding Tuesday. Also, when extenuating circumstances exist, a meeting can be cancelled and/or rescheduled by the Chairman. Notice of the date, time and location of the meeting shall be posted as required by Virginia Code §2.2-3707 (C) at least three working days prior to the meeting.
- 8.2 Special Work Session meetings may be called at the request of the Chairman. Notice of such meeting shall be given to each Member, at least fourteen (14) days prior to such meetings and shall state the purpose and time of the Work Session. A notice of the time and location of the meeting shall be given to the public pursuant to section 8.1 of these Bylaws.
- 8.3 Emergency meetings may be called at the request of the Chairman or at the request of three (3) Members. Notice of such meeting shall be given to each Member as soon as possible and shall state the purpose and time of the emergency meeting. Members may waive notice by unanimous consent and call an emergency meeting. However, public notice of emergency meetings, when reasonable under the circumstances, shall be given contemporaneously with the notice provided Members of the Commission.
- 8.4 A quorum consisting of a majority of the current Members must be present to proceed with a regular, special, or emergency meeting and to conduct any business.
- 8.5 Virginia Code Section 2.2-3708.2 to allow members of Airport Commission to participate in an Airport Commission meeting through electronic communication means from a remote location that is not open to the public, subject to the conditions and requirements of this section. The following provisions shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

- 8.5.1 On or before the day of a meeting, the member who wishes to participate through electronic means must notify the Chairman, or in the Chairman's absence the member who will chair the meeting, that the member is unable to attend the meeting due to (1) a temporary or permanent disability or other medical condition that prevents the member's physical attendance; or (2) a personal matter, and identifies with specificity the nature of the personal matter. Remote electronic participation by a member because of a personal matter is limited each calendar year to two meetings.
- 8.5.2 Following receipt of notification as required by subsection (A), remote participation by electronic communication is authorized if (1) a quorum of Airport Commission is physically assembled at one primary or central meeting location; and (2) the Airport Commission will plan for the remote participant to be heard by all persons at the primary or central meeting location.
- 8.5.3 At the start of the meeting the Chairman, or other presiding officer, shall advise the Commission of the member's request for participation by remote electronic communication. If the conditions and requirements of this Policy have been met, the Commission shall approve the member's request by majority vote. If participation by a member through electronic communication means is approved, the Secretary of the Commission shall record in the minutes of the meeting the remote location from which the member participated. If participation is approved because of the member's temporary or permanent disability or other medical condition, the Secretary of the Commission shall also include in the minutes of the meeting the fact that the member participated through electronic communication means due to a temporary or permanent disability or other medical condition that prevented the member's physical attendance. If participation is approved due to a member's personal matter, the Secretary of the Commission shall also include in the minutes of the meeting the specific nature of the personal matter cited by the member.
- 8.5.4 If a member's participation from a remote location is disapproved because such participation would violate this Policy, such disapproval shall be recorded in the minutes with specificity.
- 8.5.5 The Commission and its Members shall comply with and be subject to, and all meetings shall be held in accordance with, the provisions of the Virginia Freedom of Information Act, Chapter 37 of Title 2.2 of the Code of Virginia (1950), as amended.

Meeting during a declared emergency. Notwithstanding any other provision of law, the Commission may meet by electronic communication means without a quorum of the Commission members physically assembled at one location when the City Manager or City Council has declared a local declaration of emergency or the Governor has declared a state of emergency in accordance with § 44-146.17, provided that (i) the nature of the declared emergency makes it impracticable or unsafe for the Commission to assemble in a single location; (ii) the purpose of meeting is to discuss or transact the business statutorily required or necessary to continue operations of the Commission and the discharge of its lawful purposes, duties, and responsibilities; (iii) the Commission shall make available a recording or transcript of the meeting on its website in accordance with the timeframes established in §§ 2.2-3707 and 2.2-3707.1 of the Code of Virginia; and (iv) the Commission shall distribute minutes of a meeting held pursuant to this section to the Commission members by the same method used to provide notice of the meeting.

- 8.5.6 The Commission convening a meeting in accordance with this section shall: 1) Give notice to the public using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided to members of the Commission conducting the meeting; 2) Plan for public access to such meeting through electronic means including, to the extent practicable, videoconferencing technology. If the means of communication allows, provide the public with an opportunity to comment during the meeting; and 3) the Commission must otherwise comply with the provisions of § 2.2-3708.2 of the Code of Virginia. The nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the public body or governing board.

- 8.6 No formal action shall be taken by the Commission except at a meeting open to the public.

9 ARTICLE ORDER OF BUSINESS

- 9.1 The suggested order of business for the regular meetings of the month will be:

- 9.1.1 Call to order
- 9.1.2 Pledge of Allegiance
- 9.1.3 Determination of quorum
- 9.1.4 Approval of minutes
- 9.1.5 Review of expenses
- 9.1.6 Comments from the public
- 9.1.7 Airport Director's Reports
- 9.1.8 Presentations
- 9.1.9 Old business
- 9.1.10 Consent Agenda
- 9.1.11 Committee Reports
- 9.1.12 New business
- 9.1.13 Information items
- 9.1.14 Closed meeting (if required)
- 9.1.15 City Council Airport Liaison's comments
- 9.1.16 Commission comments
- 9.1.17 Adjournment

9.2 The suggested order of business for special work sessions or emergency meeting will be:

- 9.2.1 Call to order
- 9.2.2 Determination of quorum
- 9.2.3 Presentations
- 9.2.4 Old business
- 9.2.5 New business
- 9.2.6 Information items
- 9.2.7 Closed meeting (if required)
- 9.2.8 Commission comments
- 9.2.9 Adjournment.

10 ARTICLE COMMITTEES

- 10.1 The Commission shall have two standing advisory committees known as the Executive Committee and the Airport Operations Committee. Both committees are subject to section 8.4 of these Bylaws that require all meetings conform to all provisions of the Virginia Freedom of Information Act. The Executive Committee shall meet regularly for the purposes of reviewing current developments, of advising the Airport Director, and of assisting the Chairman in setting the agenda for Commission meetings. Minutes of Executive Committee meetings shall be provided to the entire Commission. The Executive Committee shall be comprised of four (4) Members of the Commission. Membership of the Executive Committee shall be limited to sitting Members of the Commission and shall include the Chairman, and the Vice Chairman. The Chairman shall select other Members of the Commission to fill the remaining positions, subject to confirmation by the Commission, for a one-year term.

The Airport Operations Committee shall meet regularly for the purposes of advising the Commission on airside activities, airspace regulations and other matters dealing with Airport Operations. The Airport Operations Committee shall be comprised of three (3) Members of the Commission. The Chair and Members of the Operations Committee shall be appointed by the Chairman for a one-year term.

- 10.2 The Commission may also appoint such other committees as deemed appropriate to advise the Commission on specific aspects of Airport operation such as, but not limited to, security, neighborhood relations, aircraft maintenance practices, etc. These committees may include non-Commission members provided that there is at least one Commission Member on each such committee.

11 ARTICLE AMENDMENTS

- 11.1 These By-Laws may be amended by a majority vote of the Commission, a quorum being present, and such amendment shall only become effective upon approval of the City Council. Notice of a proposed change shall be given to all Members prior to such change being made. However, in no event shall City Council be precluded from amending, at its sole discretion, By-Laws for use by the Commission.

12 ARTICLE FISCAL YEAR

- 12.1 The fiscal year of the Commission shall be July 1 through June 30.

MANASSAS REGIONAL AIRPORT COMMISSION
(Harry P. Davis Field)

BY-LAWS

ARTICLE 1. **NAME**

- 1.1 The name of the organization shall be The Manassas Regional Airport Commission of the City of Manassas, Virginia, hereinafter called the (Commission). The principal office shall be located at 10600 Harry J. Parrish Boulevard, Manassas, Virginia

ARTICLE 2. **AUTHORITY**

- 2.1 The Manassas Airport Administrative Board was established pursuant to a Resolution dated February 27, 1967, adopted by the Town Council for the Town of Manassas and later amended and adopted by the City Council for the City of Manassas (“City Council”) pursuant to a Resolution dated March 18, 1988, and the name of which, by Resolution dated April 12, 1999, was changed to the Manassas Regional Airport Commission.
- 2.2 For internal governance of the Commission’s affairs, By-Laws and amendments thereto, may be prepared by the Commission for approval by the City Council. However, in no event shall City Council be precluded from amending, at its sole discretion, By-Laws for use by the Commission.

ARTICLE 3. **PURPOSE**

- 3.1 The purpose of the Commission is to manage the Manassas Regional Airport by overseeing the operation and maintenance of existing and future facilities, to ensure the enforcement of the Minimum Standards and the Rules and Regulations of the Airport as adopted and subsequently amended, and to discharge the responsibilities as delegated by the City Council.

ARTICLE 4. **RESPONSIBILITIES**

- 4.1 The Commission shall have the following responsibilities and limits of authority delegated to it by City Council and not in conflict with Virginia Code Title 5.1 – Aviation, rules and regulations adopted and promulgated by the Virginia Aviation Board, Federal Aviation Administration (FAA) Grant Assurances or by general law and local ordinances:
- (a) The oversight of construction of improvements approved by City Council after recommendation from the Commission;
 - (b) Operation and maintenance of existing or to-be-built facilities located on said Airport;
 - (c) The preparation of an annual report each year and annual

- budget for submittal to City Council each year in accordance to the City Council's budget schedule;
- (d) The expenditure of funds transferred or appropriated for the maintenance and upkeep of said Airport and pay of the Commission;
 - (e) The preparation of a set of By-Laws for consideration and approval by City Council;
 - (f) The development of a Master Plan for utilization of all of the Airport property for consideration and approval by City Council;
 - (g) The advertisement, negotiation and recommendation for any franchises and/or leases;
 - (h) To do all things proper and convenient to carry out the purposes of the foregoing Resolutions, except as otherwise provided by law.

ARTICLE 5. **MEMBERSHIP**

- 5.1 The Commission shall be comprised of ten (10) Members appointed by City Council. Eight (8) Members shall be nominated and appointed by City Council of the City of Manassas, and two (2) Members, who may be Prince William County residents, shall be nominated by the Prince William County Board of Supervisors and appointed to the Commission by City Council. All City appointees shall be residents of the City of Manassas and reside in the City for the term of their appointment.
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- 5.3 The City Council may remove, at any time, with or without cause, any Member from the Commission.
- 5.4 The Commission and its Members shall comply with and be subject to the provisions of the State and Local Government Conflict of Interests Act, Chapter 31 of Title 2.2 of the Code of Virginia (1950), as amended.
- 5.5 A vacancy may be filled by appointment of the City Council. The Member appointed to such vacancy shall serve for the remainder of the term of the Member replaced.
- 5.6 Should any member fail to attend three consecutive regular meetings of the Committee, or fifty percent of the meetings over a six month period, without adequate excuse for such absences, the Chair, with the concurrence of the majority of the Committee, shall recommend to the City Council that a vacancy be declared

and that the vacated position be filled. The Chair will determine if an absence is excused.

ARTICLE 6. OFFICERS AND THEIR SELECTION

- 6.1 The officers of the Commission shall consist of a Chairman and Vice Chairman who shall at all times be Members of the Commission and such other officers as the Commission may from time-to-time create by Motion. The secretary to the Airport Director shall serve as the Secretary for the Commission. The Airport Director and Secretary shall serve ex-officio with no vote, and neither shall be considered as one (1) of the ten (10) Members appointed by City Council to the Commission.
- 6.2 Officers shall be elected by the Commission at the regular June meeting of each year and each shall hold office from July 1 of that year to June 30 of the following year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve. Officers are eligible for re-election. Officers shall be limited to no more than three consecutive terms.
- 6.3 Any officer may resign at any time by giving written notice to the Commission and City Council. Such resignation shall take effect upon acceptance by City Council.

ARTICLE 7. DUTIES OF COMMISSION OFFICERS AND STAFF

- 7.1 The Chairman, as a Member of the Commission, shall:
 - (a) Preside at all meetings;
 - (b) Rule on all procedural questions (subject to a reversal by a majority vote of the Members present);
 - (c) Sign and certify items in evidence presented before the Commission;
 - (d) Sign all motions passed by the Commission certifying as to their adoption.
- 7.2 The Vice Chairman, as Member of the Commission, shall:
 - (a) Act in the absence, inability, or at the discretion of the Chairman; and
 - (b) Have the power to function in the same capacity of the Chairman in cases of the Chairman's absence or inability to act.
- 7.3 The Airport Director or their designated representative shall:
 - (a) Attend all meetings of the Commission;
 - (b) Be permitted to participate in all discussion of the Commission's work;
 - (c) Make recommendations to the Commission on matters relating to the Commission's work; and
 - (d) Not be entitled to a vote on matters presented to the Commission.
 - (e) Ensure that minutes of all meetings of the Executive Committee are kept and distributed to all Commission Members within fourteen (14) days.
- 7.4 The Secretary shall:

- (a) Keep the minutes of all meetings and proceedings of the Commission, including a record of which Commission Members and Airport staff members were present;
- (b) Record the votes of the Members on all motions;
- (c) Serve notice of meetings of the Commission;
- (d) Keep current records showing the names and addresses of the Members of the Commission;
- (e) Draft all correspondence necessary for the execution of the duties and functions of the Commission;
- (f) Communicate by telephone or other electronic means whenever direct written correspondence is not timely;
- (g) Prepare official papers and plans involving the authority of the Commission with the signature of the Chairman or Vice Chairman;
- (h) Perform such other duties as required by the Commission;
- (i) Print monthly finance activity reports from the City of Manassas computer finance records.
- (j) Not be entitled to a vote on matters presented to the Commission.

ARTICLE 8. **MEETINGS**

- 8.1 Regular meetings of the Commission shall be held on the third (3rd) Thursday of each month. When a meeting date falls on a legal holiday, the meeting shall be held on the preceding Tuesday. Also, when extenuating circumstances exist, a meeting can be cancelled and/or rescheduled by the Chairman.
- 8.2 Special Work Session meetings may be called at the request of the Chairman. Notice of such meeting shall be given to each Member at least fourteen (14) days prior to such meetings and shall state the purpose and time of the Work Session.
- 8.3 Emergency meetings may be called at the request of the Chairman or at the request of three (3) Members. Notice of such meeting shall be given to each Member at least three (3) working days prior to such meetings and shall state the purpose and time of the emergency meeting. Members may waive notice by unanimous consent and call an emergency meeting. However, public notice of emergency meetings, when reasonable under the circumstances, shall be given contemporaneously with the notice provided Members of the Commission.
- 8.4 A quorum consisting of a majority of the current Members must be present to proceed with a regular, special, or emergency meeting and to conduct any business.
- 8.5 If a member is unable to physically attend a meeting, they may participate from a remote location with the approval of the Chairman. The remote member must be able to hear all the members present and all members present must be able to hear comments from the remote member. This provision is meant to allow for

participation under unusual circumstances and shall not be used for personal convenience.

8.5 The Commission and its Members shall comply with and be subject to, and all meetings shall be held in accordance with, the provisions of the Virginia Freedom of Information Act, Chapter 37 of Title 2.2 of the Code of Virginia (1950), as amended.

8.5 Meeting during a declared emergency. Notwithstanding any other provision of law, the Commission may meet by electronic communication means without a quorum of the Commission members physically assembled at one location when the Governor has declared a state of emergency in accordance with § 44-146.17, provided that (i) the nature of the declared emergency makes it impracticable or unsafe for the Commission to assemble in a single location;

(ii) the purpose of meeting is to discuss or transact the business statutorily required or necessary to continue operations of the Commission and the discharge of its lawful purposes, duties, and responsibilities; (iii) the Commission shall make available a recording or transcript of the meeting on its website in accordance with the timeframes established in §§ 2.2-3707 and 2.2-3707.1 of the Code of Virginia; and (iv) the Commission shall distribute minutes of a meeting held pursuant to this section to the Commission members by the same method used to provide notice of the meeting.

The Commission convening a meeting in accordance with this section shall: 1) Give notice to the public using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided to members of the Commission conducting the meeting; 2) Make arrangements for public access to such meeting through electronic means including, to the extent practicable, videoconferencing technology. If the means of communication allows, provide the public with an opportunity to comment during the meeting; and 3) the Commission must otherwise comply with the provisions of § 2.2-3708.2 of the Code of Virginia. The nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the public body or governing board. 8.6 No formal action shall be taken by the Commission except at a meeting open to the public.

ARTICLE 9. **ORDER OF BUSINESS**

9.1 The suggested order of business for the regular meetings of the month will be:
(a) Call to order;
(b) Pledge of Allegiance

- (c) Determination of quorum;
- (d) Approval of minutes;
- (e) Review of expenses;
- (f) Comments from the public;
- (g) Airport Director's Reports;
- (h) Presentations;
- (i) Old business;
- (j) Consent Agenda;
- (k) Committee Reports;
- (l) New business;
- (m) Information items;
- (n) Closed meeting (if required);
- (o) City Council Airport Liaison's comments;
- (p) Commission comments;
- (q) Adjournment.

9.2 The suggested order of business for a special work session or emergency meeting will be:

- (a) Call to order;
- (b) Determination of quorum;
- (c)
- (d) Presentations;
- (e) Old business;
- (f) New business;
- (g) Information items;
- (h) ;
- (i) Closed meeting (if required);
- (j) Commission comments;
- (k) Adjournment.

9.3 Motions shall, upon request of any Member present, be written and shall be read by the Secretary before a vote is taken. The names of the Members making and seconding motions shall be recorded by the Secretary.

9.4 Parliamentary procedure in Commission meetings shall be governed by Robert's Rules of Order, most recent edition.

ARTICLE 10 **COMMITTEES**

10.1 The Commission shall have two standing advisory committees known as the Executive Committee and the Airport Operations Committee. The Executive Committee shall meet regularly for the purposes of reviewing current

developments, of advising the Airport Director, and of assisting the Chairman in setting the agenda for Commission meetings. Minutes of Executive Committee meetings shall be provided to the entire Commission. The Executive Committee shall be comprised of four (4) Members of the Commission. Membership of the Executive Committee shall be limited to sitting Members of the Commission and shall include the Chairman, and the Vice Chairman. The Chairman shall select other Members of the Commission to fill the remaining positions, subject to confirmation by the Commission, for a one-year term.

The Airport Operations Committee shall meet regularly for the purposes of advising the Commission on airside activities, airspace regulations and other matters dealing with Airport Operations. The Airport Operations Committee shall be comprised of three (3) Members of the Commission. The Chair and Members of the Operations Committee shall be appointed by the Chairman for a one-year term.

10.2 The Commission may also appoint such other committees as deemed appropriate to advise the Commission on specific aspects of Airport operation such as, but not limited to, security, neighborhood relations, aircraft maintenance practices, etc. These committees may include non-Commission members provided that there is at least one Commission Member on each such committee.

ARTICLE 11. **AMENDMENTS**

11.1 These By-Laws may be amended by a majority vote of the Commission, a quorum being present, and such amendment shall only become effective upon approval of the City Council. Notice of a proposed change shall be given to all Members prior to such change being made. However, in no event shall City Council be precluded from amending, at its sole discretion, By-Laws for use by the Commission.

ARTICLE 12. **FISCAL YEAR**

12.1 The fiscal year of the Commission shall be July 1 through June 30.

Approved by City Council – August 6, 2007



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	February 17, 2022
TIME ESTIMATE:	Consent Agenda
AGENDA TITLE:	Approve renewal of Lease Agreement between the City and Manassas Aviation Maintenance
RECOMMENDATION:	Approve the Manassas Aviation Maintenance lease for an additional twelve (12) months.
MOTION:	I move that the consent agenda be approved.
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	<p>Manassas Aviation Maintenance has been in this building since July 2020 when the lease was transferred from West Side Aviation for the remainder of the term.</p> <p>Based on discussions with the City Attorney, the Airport Director has the ability to renegotiate a lease that is 5 (five) years or less. Due to the age of the building and its state of maintenance, the Airport Director felt that \$4,800 per month would be a fair market rent.</p> <p>This lease is for a 12 (twelve) month term. The monthly rent is \$4,800 per month. The previous monthly rent was \$5,420.</p>
FISCAL IMPACT:	N/A
STAFF CONTACT:	Juan Rivera, 257-8261

Airport Director

LEASE AGREEMENT

THIS LEASE AGREEMENT together with all exhibits and appendices thereto (together, “**Agreement**”) is made and entered into as of the Effective Date (hereinafter defined) in accordance with Chapter 21 of Title 15.2 of the Virginia Code, as amended, by and between:

- A. THE CITY OF MANASSAS**, a corporate body politic, by and through its authorized and duly designated agent, the Airport Director (hereinafter referred to as the “**City**”); and
- B. Manassas Aviation Maintenance**, (hereinafter referred to as the “**Lessee**”).

RECITALS:

WHEREAS, the City is the owner of that certain facility known as the Manassas Regional Airport located within the limits of the City of Manassas, Virginia, and presently comprising approximately 889 acres of land together with various roadways, runways, taxiways, ramps, facilities and improvements thereon (as the same may hereinafter be expanded, contracted or modified, being hereinafter collectively in this Agreement referred to as the “**Airport**”); and

WHEREAS, the City owns within the boundary of the Airport a certain parcel of land located on the west side of the Airport known as Parcel 11-A at 10601 Observation Road in the City of Manassas, Virginia (the “**Demised Premises**”); and

WHEREAS, the Demised Premises is currently improved by a single story $\pm 13,000$ square foot hangar and $\pm 1,356$ square feet of attached office space; and

WHEREAS, the Lessee desires to lease the Demised Premises for the sole purpose of: (i) parking, storage, servicing, repair, overhaul and maintenance of aircraft; and (ii) sale and storage of aircraft and parts.

WHEREAS, subject to the terms and conditions contained herein, the City and the Lessee are mutually desirous of entering into this Agreement for lease of the Demised Premises for the Permitted Use (hereinafter defined).

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained in this Agreement and the foregoing recitals being incorporated herein, the City hereby leases to the Lessee the Demised Premises, as the same is more fully described by **Exhibit A** attached hereto and made a part herein.

ARTICLE – I
TERM

1.1 Term.

The Term of this Agreement shall be for a period of twelve (12) months commencing on March 1, 2022 (the “***Commencement Date***”), and expiring at midnight on Feb 28, 2023 (the Expiration Date”) (the time period starting on the Commencement Date and ending on the Expiration Date of this Agreement shall hereinafter be referred to as the “***Term***”).

1.2 Early Termination of Term.

Notwithstanding the foregoing and with the exception of any of Lessee’s obligations which in accordance with its terms survive termination or expiration of this Agreement, and further provided that Lessee shall not then be in Default of this Agreement, the Lessee shall have the option, upon sixty (60) days advance notice (the “***Early termination Notice***”), to terminate this Agreement at any time after twelve (12) months from the Effective Date of this Agreement (the “***Early Termination***”). Upon Early Termination, this Agreement shall terminate and come to an end as if it had naturally terminated at the end of the Term, provided however, matters that service termination in accordance with the terms of this Agreement, shall service Early Termination of this Agreement.

ARTICLE – II
DESCRIPTION OF DEMISED PREMISES

2.1 Improvements.

The Demised Premises, as described by **Exhibit A**, shall consist of, include and mean all buildings, structures and improvements now existing or which may hereafter be constructed on, under or upon the Demised Premises by Lessee (together, the “***Improvements***”).

2.2 Title to Improvements.

Any new Improvements constructed by the Lessee shall at all times be deemed to be part of the Demised Premises and title to the Improvements shall vest in the City upon expiration or sooner termination of this Agreement.

ARTICLE – III
USE OF DEMISED PREMISES

3.1 Permitted Use.

Subject to the terms of this Agreement, the City grants to Lessee the non-exclusive privilege to operate, conduct and perform the following services on or from the Demised Premises and for no other purpose whatsoever (together, the “*Permitted Use*”):

3.1.1 For administration and operations offices, maintenance shops and lounges used in connection with the purposes authorized hereunder.

3.1.2 Parking, storage, servicing, repair, maintenance and overhaul of aircraft.

3.1.3 Sale and storage of aircraft parts.

3.1.4 Aircraft component repairs.

3.1.5 Aircraft Sales and Brokerage

3.1.6 Repair and maintenance of tugs, auxiliary power units (APUs), and aircraft related support equipment.

3.2 Fuel Sales.

Unless expressly indicated by this Agreement, nothing contained in this Agreement shall give, or be construed to give, the Lessee any right to sell or store aviation fuel of any kind from the Demised Premises or at the Airport.

3.3 Additional Uses of Demised Premises.

Should the Lessee desire to offer any such additional services not listed above and included and made part of Lessee’s Permitted Use, the Lessee shall notify the Airport Commission in writing of its desire to offer such additional services, and the Airport Commission shall have thirty (30) days from the date of receipt of such request to consent to or to deny the Lessee’s request, unless the Airport Commission, by and through its director (the “*Airport Director*”), notifies Lessee within such thirty (30) day period that the Airport Commission will require additional information or time in order to respond to Lessee’s request, in which event, the time for the Airport Commission to respond shall be extended as per the request of the Airport Director, but in no event to exceed ninety (90) days. In the event the Airport Commission fails to respond within the foregoing thirty (30) day or longer time period, if extended, such lack of response shall be deemed that Lessee’s request has been denied. If approved, such approval for additional permitted services must be in writing, shall be on nonexclusive basis to Lessee and the terms of such additional services shall be attached and be made part of this Agreement by separate addenda.

ARTICLE – IV

RENT

4.1 Rent Payable.

For use and occupancy of the Demised Premises and privileges herein granted, the Lessee agrees to pay to the City a monthly rent of Five-Thousand Four-Hundred and Twenty Dollars (\$4,800.00).

4.2 Payment.

The Rent shall be in payable equal monthly installments due on the first (1st) day of each month and paid in advance at the office of the City's Treasurer or at such other office as may be directed from time to time by the City.

4.3 Late payment.

If any installment of Rent is not paid to the City within a period of ten (10) calendar days after the day when such payment is due, the Lessee shall pay to the City a late charge equal to ten percent (10%) of each such late payment (each, a "***Late Charge***"). Additionally, any Rent which is thirty (30) days delinquent shall bear interest at the rate of eighteen percent (18%) per annum from the date the payment is due until paid (the "***Default Interest Rate***"). If any installment of Rent is late three (3) or more times in any consecutive twelve (12) month period, the Lessee shall be deemed to be chronically delinquent and the City shall have the right, in addition to the Late Charge, the Default Interest Rate and all other rights and remedies reserved under this Agreement, to increase the Rent for the remaining Term of this Lease by twenty (20%) in order to compensate the City for its additional administrative expenses incurred in collecting the Rent.

4.4 Real Estate Tax Credit.

The City will estimate the annual Real Estate Tax ("Tax") for the Demised Premises annually on June 1 and provide a rent reduction in the full amount of that estimated Tax subject to true-up as provided in this paragraph. This rent reduction shall be applied equally to each month's rent. No later than November 30th and May 31st of each year, the City will true-up by comparing the estimated Tax and the actual Tax for the half of the tax year ending the following month. If the actual Tax for the half year is lower than the estimated Tax for the half year, Lessee shall pay the difference (calculated as the estimated Tax minus the actual Tax) to the City as additional rent. If the actual Tax is higher than the estimated Tax, the City shall give the Lessee a rent credit of the difference (calculated as the actual Tax minus the estimated Tax).

Any credit given to the Lessee shall be in the form of a reduction in the next month's rent. Any amount owed the City shall be paid within fifteen (15) days of receipt of an invoice from the City. In the event that this lease is extended beyond the original Term, the Lessee

shall pay all Real Estate Taxes with no reduction in rent and the provisions of this section 4.4 will no longer apply.

ARTICLE – V
HANGAR CONSTRUCTION

5.1 RESERVED.

ARTICLE – VI
ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

6.1 Delivery of Demised Premises.

Lessee warrants it has inspected the Demised Premises and accepts possession of the Demised Premises, to include any existing Improvements thereon, in its “as-is” and “where-is” present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, Virginia Department of Aviation and by ordinances of the City, and admits its suitability and sufficiency for the Permitted Use hereunder.

6.2 Maintenance and Repair.

6.2.1 *City Obligations.*

At the City’s expense, perform all replacements and repairs necessary to maintain the exterior and structure of the building in good repair and proper working order such:

- a. Load bearing walls,
- b. Foundations,
- c. Downspouts and gutters,
- d. Hangar doors,
- e. Roof
- f. HVAC Replacement
- g. Underground power and sewerage works

6.2.2 During the term of this Agreement, Lessee shall periodically (at least quarterly) inspect the Demised Premises and perform, at its sole expense, all routine maintenance. Routine maintenance is a function of preserving each type of facility as near as possible in its condition as constructed. The types and schedule of all maintenance conducted by the City shall be at its sole discretion. Additionally, during the Term of this Agreement and without limiting the generality hereof, Lessee shall be: *Lessee’s Obligations.*

At the Lessee's expense (up to \$1,500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, non-structural components of the Premises and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Lessee shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Lessee when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.

6.2.3 Clean and Orderly Condition.

Keep at all times, in a clean and orderly condition and appearance, the Demised Premises, all Improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Demised Premises.

6.2.4 Quality of Maintenance.

Maintain the quality of the Improvement at a level which is at all times equal to or greater than at the time of its acceptance by the Lessee, with normal wear and tear excepted. The Airport Director may at any time and from time to time during regular working hours enter upon the Demised Premises to inspect the same and to determine if maintenance satisfactory to the City is being performed. If in the Airport Director's reasonable judgment, the Lessee is not undertaking, or has not undertaken the necessary repairs and improvements, the Airport Director shall notify the Lessee, giving specifics of its findings.

6.2.5 Lights and Security System.

Provide and maintain on the Demised Premises all obstruction lights, security lights and similar devices, and safety equipment required by law.

6.2.6 Notify City

Promptly report in writing to the City any defective condition known to Lessee that Landlord is required to repair.

6.2.7 Lessee's Obligation to Repair Damage

6.2.8 Reimburse the City upon demand for all costs and expense incurred by the City for the repair of any damage to the Premises caused by the negligence or willful misconduct of the Lessee. Damage and Repair.

Repair any damage caused by Lessee to paving or other surface of the Demised Premises or the Airport caused by any oil, gasoline, grease, lubricants or other

flammable liquids and substances having a corrosive or detrimental effect thereon.

6.2.9 Erosion and Plantings.

Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Demised Premises not paved or built upon, and in particular shall plant, maintain and replant as necessary any landscaped areas within the Demised Premises.

6.3 Failure to Repair.

In the event the Lessee fails within a period of thirty (30) days after notice from the City: (a) to commence to maintain, clean, repair, replace, rebuild or repaint or to do any of the maintenance or repair work required to be done by Lessee under the provisions of this Agreement or to undertake any preventative maintenance required in order to reasonably maintain the Demised Premises in good repair and working condition (together, the “**Required Repairs**”); and (b) to diligently continue to complete the Required Repairs as required under the terms of this Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it under this Agreement or applicable law, enter the Demised Premises, without such entry by the City being deemed or constituting a cancellation of this Agreement or an interference with the possession of the Demised Premises, and proceed to make the Required Repairs, and do all things reasonably necessary in order to make the Required Repairs. Provided, however, if in the sole opinion of the City, the Lessee’s failure to perform any such Required Repairs creates an emergency or an event which in the City’s sole opinion may result in an emergency, endangers or could endanger the safety of the public or that of the employees of the City, or endangers or could endanger the safety of the property of the City or that of the other tenants at the Airport, and the City so states the same in its notice to the Lessee, the City may at its sole option, in addition to all other remedies which may be available to it under this Agreement or applicable law, elect to immediately perform all or any of the Required Repairs at any time after the giving of such notice (together, the “**Emergency Repairs**”). The cost and expense incurred by the City in order to make the Required Repairs, to include any of the Emergency Repairs made by the City, shall be deemed as additional Rent under this Agreement and shall be due and payable by Lessee to the City upon demand together with interest thereon at the Default Interest Rate. The City’s costs and expenses shall include, but not be limited to, all legal, expert and consulting fees, all direct and indirect costs and expenses of the City, its agents, outside contractors, consultants and employees, all financing charges, if any, and all allocations of fringe benefits and overhead incurred in making such repairs and incurred by the City in enforcing Lessee’s obligation to make the Required Repairs.

Furthermore, should the City, its officers, employees or agents undertake any work in order to make the Required Repairs, the Lessee hereby waives any claim for damages,

consequential or otherwise, as a result therefrom except for claims for damages arising from the intentional misconduct or gross negligence of the City, its agents and contractors. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Agreement, shall not impose or be construed to impose upon the City any obligation to maintain the Demised Premises or to make any of the Required Repairs or the Emergency Repairs.

6.4 Major Alterations.

Plans and specifications for all repairs, construction, alterations, modifications, additions or replacements which are structural in nature or cost in excess of Twenty Five Thousand and 00/100 Dollars (\$25,000) per item or in aggregate, but excluding painting, decorating and nonstructural routine maintenance (together, the “**Major Alterations**”), shall be submitted to the City for its approval, and no work on such Major Alterations shall be commenced until such approvals are obtained from the City which approval shall not be unreasonably withheld or delayed. The City shall advise the Lessee within thirty (30) days after receipt of Lessee’s request, together with copies of all required plans and specifications for the Major Alterations proposed, all in sufficient detail to permit the City to make proper review thereof. In the event of disapproval, the City shall state the reasons therefore. The criteria for the City’s review shall be consistency with City ordinances, Federal Aviation Administration Advisory Circulars, Aviation Code of Virginia and the Statewide Building Code, compatibility with the Airport’s architecture, City’s future proposed plans with the Airport and functionality for present and future uses appropriate to the Airport. City’s failure to respond within the foregoing thirty (30) day period shall not be deemed as City’s approval of Lessee’s request for making the Major Alterations.

If the Lessee makes any of the Major Alterations without City approval or any portion thereof which are disapproved of by the City, then, upon notice from the City, the Lessee shall remove the Major Alterations or at the option of the City cause the same to be changed or modified to the reasonable satisfaction of the City. If the Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the City may, in addition to all other rights and remedies reserved under this Agreement to the City, effect the removal of the Major Alteration or otherwise change or modify the same and the Lessee shall pay the cost thereof to the City together with interest at the Default Interest Rate.

6.5 Title.

Upon expiration or sooner termination of this Agreement, the complete and unencumbered title to all Improvements located on the Demised Premises (whether existing prior to the Effective Date of this Agreement or hereafter constructed by Lessee) shall immediately vest in the City free and clear of all liens or encumbrances and any claims on the part of the Lessee on account of any repairs or Improvements to the Demised Premises done or to be done under the terms hereof by the Lessee. This vesting of title in the City at the time

specified is a part of the consideration for this Agreement. The City shall not be liable to the Lessee or the Lessee's contractors, sublessee, lender or third party interest holder for the value of any Improvements constructed or located on the Demised Premises.

6.6 Bonding.

Lessee shall, prior to constructing any Improvements pursuant to this Agreement, furnish the City with a performance bond and labor and materials payments bond, each in the sum of the construction contract amount and conditioned, respectively, on: (a) the faithful performance of the construction contract in strict conformity with the plans, specifications previously approved by the City and contract provisions; and (b) the prompt payment for all labor, materials and costs of said construction. The bonds shall be in a form reasonably acceptable to the City Attorney.

ARTICLE – VII
ADDITIONAL OBLIGATIONS OF LESSEE

7.1 Quiet Operations.

The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

7.2 Interference with Communications.

Further, in operating its machinery and equipment at or from the Demised Premises or elsewhere at the Airport, the Lessee shall take all reasonable measures necessary to insure that it will not produce at the Demised Premises or anywhere else at the Airport, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment at the Airport, on aircraft using the Airport, or with ground transportation communications.

7.3 Conduct of Lessee's Personnel.

The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites, guests and, upon objection from the City concerning the conduct or demeanor of any such person, the Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

7.4 Proper Attire.

The Lessee agrees to require its employees to wear attire that is appropriate for their job description, to include safety equipment if necessary.

7.5 Badges.

If the City shall so request, the Lessee agrees to require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the Airport Director.

7.6 Health and Safety Requirements.

The Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Demised Premises and/or the Improvements thereon and its operations at the Airport hereunder.

7.7 Waste/Trash Storage, Handling and Removal.

Lessee shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris, recyclables, yard waste and other waste materials (whether solid or liquid) arising out of its occupancy of the Demised Premises or out of its operations. The Lessee shall provide and use suitable covered metal or other rigidly and sturdily constructed receptacles, suitably screened from public view, for all garbage, debris, recyclables, yard waste and other waste materials created on or arising in connection with the activities conducted on the Demised Premises. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Demised Premises is forbidden. The manner of handling and disposing of garbage, debris, recyclables, yard waste and other waste material and the frequency of removal thereof from the Airport shall at all times be subject to the rules, regulations and approval of the City. Lessee shall use extreme care when effecting removal of all such waste to prevent littering the Airport. In order to prevent animals and birds from spreading trash and debris, the Lessee shall at all-time keep sliding or hinged doors closed on all trash containers. The Lessee shall dispose of its sanitary sewage through the City's sanitary sewer system.

7.8 Nuisance.

The Lessee shall commit no nuisance, waste or injury on or about the Demised Premises, and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of such nuisance, waste or injury on or about the Demised Premises.

7.9 Systems Access.

The Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm or security system and fire hydrants and hoses, if any, installed or located on or about the Demised Premises.

7.10 Floor Loads.

The Lessee shall not overload any floor, structure, structural member or paved area on the Demised Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's sole cost and expense any floor, structure, structural member, or any paved area damaged by overloading.

7.11 Insurance Rates and Risks.

The Lessee shall not do, nor permit to be done, any act or thing upon the Demised Premises which: (a) will invalidate or conflict with any fire insurance policies as applicable to the Demised Premises or any part thereof; or other contiguous premises at the Airport; nor, (b) may constitute a hazardous condition that increases the risks attendant upon the operations permitted by this Agreement.

7.12 Flammable Liquids.

If Lessee uses flammable liquids, then Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Demised Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories and all applicable federal, state and City regulations. The term "working supply" as used herein shall mean the amount consumed by the Lessee and other parties using the Demised Premises during any normal work week.

7.13 Fire Extinguisher.

The Lessee shall maintain all required fire extinguishing apparatus in accordance with appropriate NFPA standards, subject to inspections by the City's Fire Marshal.

7.14 Restaurant and Kitchen Operations.

Except for the accommodation of its employees and guests, the Lessee shall not install, maintain, operate or permit the installation, maintenance or operation of any restaurant, kitchen, stand or other establishment of any type for the sale of food, services or merchandise of any kind to the general public.

7.15 Notice of Non-Permitted Uses.

Except for services that are expressly permitted under Article III hereof to be performed from the Demised Premises, Lessee shall not perform or permit any of its agents, employees, customers subcontractors, tenants, assigns or any other party under its supervision or control to perform any services which are not expressly permitted under

Article III (together, the “***Non-Permitted Uses***”). Lessee shall provide prompt notice to the City of any person, firm or corporate entity performing any Non-Permitted Uses. Further, the Lessee shall provide prompt notice to the City of any person, firm or corporate entity performing any aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Demised Premises for commercial purposes without a valid permit for such operations from the City (a “***Commercial Operating Permit***”).

7.16 Noise.

It is the intent of the parties hereto that noise, including but not limited to noise caused by aircraft engine operation, shall be held to a reasonable minimum. To this end, except for the purpose of taking off, and then only in designated areas, the Lessee shall not conduct aircraft engine run-ups between the hours of 10:00 p.m. and 6:00 a.m. Under unusual or emergency circumstances, the Airport Director may allow aircraft to conduct engine maintenance run-ups during the restricted time period.

7.17 Interference with Aircraft Operations.

In its use of the Demised Premises, the Lessee shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on a taxiway or to buildings, structures and roadways, now or hereafter located on areas adjacent to the Demised Premises.

7.18 Outside Storage.

The Lessee understands that no outside storage is permitted unless this Agreement specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no vehicles, trailers or equipment such as, by way of example, campers, boats, recreational vehicles or tractor-trailers are to be stored at the Airport. Vehicles, trailers, tugs, auxiliary power units, de-icing units and any other equipment that is owned or leased by Lessee or any one or more of its subtenants and which are normally required for conduct of the Permitted Use from the Demised Premises are excluded from this provision (the “***Excluded Equipment***”), provided however, the Excluded Equipment must at all times be stored, kept or parked, as the case may be, in designated areas on the Demised Premises or such other areas as may from time to time be designated by the City in order to keep them out of sight and to minimize interference with operations at the Airport. At no time will the Lessee or any of its subtenants be permitted to park any vehicle, aircraft or equipment in any area of the Airport designated as a “safety area” or a “obstacle free area”, any taxilane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxilane or taxiway at the Airport.

7.19 Height of Structures.

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height so as to comply with all applicable Federal Aviation Regulations, Part 77 (as amended), and/or any other regulations promulgated by proper authority.

7.20 Rodent and Insect Control.

The Lessee agrees to provide adequate control of rodents and insects and other pests in its Demised Premises.

7.21 Snow and ice Removal.

The Lessee, at its own expense, agrees to remove all snow and ice from the sidewalks, parking lots, and ramps located on the Demised Premises. The Lessee or its contractors will not interfere with any snow or ice removal operations being conducted by the Airport or its contractors. The Airport will follow the priorities outlined Airport's Snow & Ice Removal Plan as closely as possible but reserves the right to deviate from the plan as it sees fit and that is in the best interest of the Airport based on availability of equipment and personnel.

7.22 Animals.

The Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Demised Premises, except for service animals such as seeing eye-dogs and others protected by federal accessibility standards.

ARTICLE – VIII
INGRESS AND EGRESS

8.1 Common Right of Ingress/Egress.

The Lessee shall have the right of ingress and egress between the Demised Premises and public landing areas at the Airport by means of connecting taxiways and taxilanes, and between the Demised Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee's right to ingress and egress shall be in common with others having right of passage thereon, and may be used except when the Airport is closed to the public. All such ingress and egress shall be in strict compliance with all applicable Rules and Regulations (hereinafter defined) adopted and modified from time to time by the City.

8.2 Closure of Access and Taxiways.

The City may, at any time, temporarily or permanently close or consent to or request the closing of any such roadway or taxiway or access gate and any other way at, in or near the Demised Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress to the Demised Premises remains available to the Lessee. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Demised Premises or in any streets or roadways or access gates near the Demised Premises or elsewhere at the Airport.

ARTICLE – IX **AIRPORT SECURITY**

9.1 Disclaimer of Security Warranty.

It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure environment at the Airport, the City cannot and does not make any warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences therefrom, which may result in loss or damage to the Lessee, its proper, guests or invitees, and all such warranties presumed to have been made, whether they be express or implied, are hereby waived by Lessee

9.2 No Liability.

Lessee agrees that the City shall not be liable for any loss or damage of a security related nature, irrespective of origin, to person or to property, whether directly or indirectly caused by the performance or nonperformance of the City's contract security service personnel.

9.3 Lessee's Security Obligation.

The Lessee shall be responsible for securing the Demised Premises, its aircraft and equipment at all times and will make every effort to prevent unauthorized personnel or vehicles from entering on any aircraft movement areas. The Lessee shall abide by the Airport's Security Plan, as the same may be amended or supplemented from time to time.

ARTICLE – X **LIABILITIES AND INDEMNITIES**

10.1 No Liability.

The City shall not in any way be liable for any cost, damage or injury occurring on or about the Demised Premises or the Airport, including the cost of any suit and expense incurred

for legal services, claimed or recovered by Lessee or any other person whomsoever claiming through Lessee, resulting from any operation, work, act or omission performed on or about the Demised Premises or the Airport, by the Lessee or its subtenants and their respective guests, agents or invitees.

10.2 Indemnity.

The Lessee agrees to indemnify, save and hold harmless, the City and its officers, agents, servants and employees from any and all costs, liability, damage and expense (including costs of suit and attorney fees) claimed or recovered by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property (including all injury to City personnel or damage to City property), directly or indirectly arising or resulting from, any operation, work, act or omission of Lessee, its agents, servants, employees, contractors, or subtenants. In any case in which such indemnification is found by a court of competent jurisdiction to violate Virginia law, or any other applicable legal prohibition, the foregoing shall not be construed to indemnify the City, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees or agents.

10.3 Legal Defense.

Upon the filing with the City by anyone of a claim for damages arising out of incidents for which the Lessee herein is obligated to indemnify and hold the City harmless, the City shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense on behalf of the City with counsel reasonably satisfactory to the City. It is agreed that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

10.4 Intellectual Property Rights.

The Lessee represents that it is the owner of or is fully authorized to use any and all patents, trademarks, copyrights or other similar intellectual properties, services, processes, machines, articles, service marks, names or logos (collectively, the “***Intellectual Property Rights***”) used by it in the operation of its business from the Demised Premises. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless from any and all loss, liability, expense, suit or claim for damages, including attorney fees, in connection with any actual or alleged infringement by Lessee upon the foregoing Intellectual Property Rights, or arising from any alleged or actual unfair competition or other similar claim arising out of Lessee’s business operations from the Demised Premises or in any way connected with this Agreement.

ARTICLE – XI
RULES AND REGULATIONS AND MINIMUM STANDARDS

- 11.1** From time to time, the City may adopt, amend and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport (as adopted and amended from time to time, the “***Rules and Regulations***”). The Lessee agrees to observe and obey any and all such Rules and Regulations and all other applicable Federal, state and municipal rules, regulations and laws, as the same may be amended, and to require its officers, agents, invitees, guests, employees, contractors, subtenants and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporate entity that fails or refuses to obey and comply with the Rules and Regulations. Notwithstanding the foregoing, nothing herein shall be construed to require the City from affirmatively or uniformly enforcing the Rules and Regulations and such enforcement shall be solely at the sole discretion of the City.

ARTICLE – XII
SIGNS

- 12.1** The Lessee shall have the right to install and maintain one or more signs on the Demised Premises identifying Lessee’s business and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the approval of the City. All signs must comply with the City’s sign ordinance and all applicable Rules and Regulation. No sign will be approved that may be deemed by the City in its sole discretion to be confusing or which fails to conform to the architectural scheme of the Airport or meet the City’s sign ordinance. The Lessee shall advise the Airport Director of its intent to request a permit from the City to install signs on the Demised Premises prior to making such application.

ARTICLE – XIII
ASSIGNMENT AND SUBLEASE

13.1 Further Encumbrances.

The Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the express prior consent of the City.

13.2 Assignments and Transfers Void.

Any assignment or transfer of this Agreement, or any rights of the Lessee hereunder, without the consent of the City, shall be void and of no force or effect, shall be deemed a Default of this Agreement and, at the option of the City, shall entitle the City to forthwith

cancel this Agreement and to exercise any and all of the remedies as provided in this Agreement in the event of Lessee's Default.

13.3 Subletting of Hangar and Office Space.

Subject to all of the terms and provisions hereof, the Lessee may sublet hangar space and office space constructed within the Demised Premises to a person, partnership, firm or corporate entity engaged in a business that is, in the sole opinion of the City, compatible with the Permitted Use authorized by this Agreement ("***Permitted Sublease***"), provided however, not more than thirty-five percent (35%) of the total hangar and office space within the Demised Premises may be subject to a Permitted Sublease.

13.4 No Release.

No consent by the City to subleasing by the Lessee of portions of the Demised Premises shall in any way relieve the Lessee of any of its obligations to the City set forth or arising from this Agreement. All subleases shall be subordinate to this Agreement and the expiration of this Agreement or the earlier termination of the Lessee's rights hereunder shall ipso facto terminate all subleases.

13.5 Operating Permits.

No consent to subleasing by the Lessee to a person, partnership or other corporate entity shall be granted by the City without a duly executed Commercial Operating Permit between the City and the sublessee.

13.6 Change in Control.

If Lessee is a partnership or any other form of non-public corporate entity, a change in Control (as hereinafter defined) of Lessee shall be deemed an assignment of this Agreement and shall at all times be subject to requirements of this Article XIII in the same manner as if Lessee had made an assignment of this Agreement without the City's consent (a "***Change in Control Assignment***"). Any Change in Control Assignment by Lessee without the prior consent of the City, shall be regarded as a material Default of this Agreement, and at the option of the City, shall entitle the City to forthwith cancel this Agreement and to exercise any and all of the remedies as provided in this Agreement in the event of Lessee's Default. For the purposes of this Section 13.6, the term "***Control***" shall mean and refer to: (i) a change in the ownership, control, or power to vote 51% or more of any class of voting securities of such entity, directly or indirectly or acting through one or more other persons or entities; (ii) a change in the control in any manner over the election or appointment of a majority of the directors, trustees, managers or general partners (or individuals exercising similar functions) of such entity; (iii) a change in the direct or indirect power to exercise a controlling influence over the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise; or (iv) conditioning in any

manner the transfer of 51% or more of any class of voting securities of such entity upon the transfer of 51% or more of any class of voting securities of another entity.

ARTICLE –VIV **CONDEMNATION**

14.1 Condemnation and Distribution of Award.

In the event that the Demised Premises or any part thereof shall be condemned and taken by any authority with power of eminent domain for any purpose during the Term of this Agreement or sold to such authority in lieu of a taking (collectively, a “**Condemnation**”), any award which shall be made as a result of such Condemnation shall be paid in accordance with this Article. The City or the Lessee, consistent with its rights under applicable law, may appear in any such condemnation proceeding and present its claims for damages, if any, arising from such condemnation. If all or any part of this Lease or all or any part of any Improvements made to the leased area are taken or damaged by condemning authority (regardless of whether the taking or damage is designated as an exercise of eminent domain or not) before the termination of this Agreement, the proceeds of any claim, award, or action shall be distributed in the following manner and the City shall have the right to intervene as a party in any action to recover damages incurred thereby. First, any proceeds which compensate for permanent or temporary taking of or damage to the Demised Premises shall remain with the City. Second, any proceeds which compensate for permanent or temporary taking of or damage to any Improvements belonging to the City or made to or erected upon the Demised Premises by the City shall remain with the City. Third, the proceeds which compensate for any permanent taking of or damage to Improvements or part thereof made to the Demised Premises by the Lessee after the Effective Date of this Agreement shall be applied to the Lessee’s lender (whether one or more, the “**Lender**”) to the extent necessary to satisfy any lien held by the Lender on the Improvements; provided that the lien is the result of a loan by the Lender to the Lessee for the purpose of constructing the leasehold Improvements made or to be made by Lessee and other capital investments directly related to the business of the Lessee being conducted from the Demised Premises. This provision does not apply to any refinancing that increases the amount or term of the original loan and does not apply to any loan encumbering the leasehold Improvements for the purpose of financing any other project on or off the Airport. Fourth, any remaining proceeds shall be allocated between Lessee and the City pro rata, with the Lessee receiving a sum equal to the proceeds to be distributed under this provision times the number of days remaining before expiration of the Agreement divided by the original duration (in days) of the Agreement, and the City receiving the remainder. The number of days remaining before expiration of the Agreement shall be calculated as of the date of take. The Lessee may alienate its proceeds or right to receive proceeds under this provision.

14.2 Total Condemnation.

If all of the Demised Premises is condemned, this Agreement shall terminate and come to an end effective as of the date the Lessee is dispossessed from the Demised Premises.

14.3 Partial Condemnation.

If the Demised Premises is partially condemned, Rent for that portion of the Demised Premises condemned shall be abated from the date that the Lessee is dispossessed therefrom; provided, however, if in the Lessee's reasonable judgment, the remaining portion of the Demised Premises is commercially insufficient for the Lessee's operations authorized hereunder, the Lessee may, within ninety (90) days of the date of such condemnation, terminate this Agreement by providing the City with a thirty (30) notice of termination, and upon expiration of such thirty (30) day period and the complete surrender of possession of the Demised Premises by Lessee to the City, this Agreement shall terminate and with the exception of the obligations which by their terms survive termination, neither party shall have any further obligation to the other under this Agreement.

14.4 Temporary Taking.

Provided that Lessee shall continue to pay Rent and shall not otherwise be in Default of this Agreement, the Lessee shall be entitled to the award made for a temporary taking of possession of all or part of the Demised Premises for any period of time within the Term of this Agreement. Such award shall be full compensation to the Lessee for such temporary taking and no claims for damages arising out of the temporary taking shall be made against the City.

ARTICLE – XV NON-DISCRIMINATION

15.1 Title 49 Compliance.

The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Demised Premises, for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the City - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

15.2 Covenant Not to Discriminate.

The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (a) no person on the ground of race, creed, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Demised Premises; (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) that the Lessee shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

15.3 Breach and Enforcement.

In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

15.4 Application of Non-Discrimination to Third Parties.

The Lessee shall include the foregoing non-discrimination provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Demised Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

15.5 Affirmative Action.

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake

affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

15.6 American with Disabilities Act.

Lessee shall not discriminate against any qualified person with a disability in violation of the American with Disabilities Act.

15.7 Indemnity.

The Lessee shall indemnify and hold harmless the City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of the Section and the Lessee shall reimburse the City for any loss or expense incurred (including legal fees) by reason of such noncompliance.

ARTICLE XVI
GOVERNMENTAL REQUIREMENTS

16.1 Required Governmental Permits.

The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Demised Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to all required licenses, certificates and permits from the Federal Aviation Administration and Virginia Department of Aviation.

16.2 Permit Fees.

The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Demised Premises or operation hereunder or on the gross receipts or gross income to the Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

16.3 Compliance with Laws, Rules and Regulations.

In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the Term hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Demised Premises or the operations of the Lessee under this Agreement, the Lessee agrees that it shall conduct all its operations under the Agreement and shall operate, use and maintain the Demised Premises in such manner that there will be at all times a practicable minimum of air and noise pollution.

ARTICLE XVII
RIGHTS OF ENTRY RESERVED

17.1 Entry by City.

The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Demised Premises for any and all purposes not inconsistent with this Agreement, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Demised Premises.

17.2 Obstructions to Entry.

In the event that any personal property of the Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, the Lessee shall move such property, as directed by the City, its officers, employees, agents or contractors, in order that access within the Demised Premises may be had to the system or part thereof for inspection, maintenance or repair. If the Lessee shall fail to so move such personal property after direction from the City, its officers, employees, agents or contractors to do so, the City may move it, and the Lessee hereby agrees to pay the cost of such relocation upon demand, and further the Lessee hereby waives any claim against the City for damages as a result therefrom, except for claims for damages arising from the City's gross negligence.

17.3 Inspection Right.

At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, shall have the right to enter the Demised Premises for the purpose of inspecting, exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.

17.4 No Eviction or Abatement.

Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of the Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages against the City, consequential or otherwise, except claims for damage to person or property caused solely by the gross negligence of the City.

ARTICLE – XVIII
ADDITIONAL RENTS AND CHARGES

18.1 Expenses, Costs and Interest.

If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of the Lessee, all of which shall be deemed to be additional Rent, together with interest at the Default Interest Rate and all costs, damages and penalties including reasonable attorney fees.

18.2 Additional Rent.

In such event, the total of such amounts may be added to any installment of Rent thereafter due hereunder, and each and every part of the same shall be and become additional Rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the Rent provided for in this Agreement.

18.3 Increase in Security.

In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the Airport users, above and beyond the existing security surcharge on all fuel dispensed at the Airport.

18.4 Taxes.

Lessee shall be responsible for paying all real property taxes assessed upon the Improvements currently or hereinafter located upon the Demised Premises. In addition, Lessee shall be responsible for all personal property taxes, gross receipt taxes, etc., levied with respect to Lessee's business operations conducted from the Demised Premises.

18.5 Plan Review Fee.

Lessee shall be responsible for paying the cost of having all site plans and plans for the Improvements to be constructed by the Lessee reviewed by the Airport's engineer consultant(s), not to exceed the sum of \$2,500.00 per review.

18.6 Attorney Fees.

Upon Default by Lessee in the performance of any covenant or condition required to be performed by Lessee, other than the payment of rents and other fees or charges, the Lessee

shall be responsible for payment of the City's reasonable attorney's fees in connection with such Default. Upon the Default by the Lessee in the performance of any covenant or condition requiring the payment of rents and other fees or charges, the Lessee shall be responsible for payment of the City's attorney's fees in the amount of 33% of the amount due when referred to an attorney for collection. Lessee shall further reimburse the City for its attorney fees when it is necessary for the City or the City is requested by Lessee to review documents pertaining to this Agreement.

ARTICLE – XIX **TERMINATION & DEFAULT**

19.1 Monetary Default.

Failure to pay reserved Rent when due under this Agreement shall be a default of this Agreement (Lessee's failure to pay Rent and all other sums reserved under this Agreement, all arrears or any other charges required by this Agreement to be paid to the City, shall in each event be a "***Monetary Default***").

19.2 Notice of Remedy (Monetary Default).

In each event of a Monetary Default, the City shall give notice to the Lessee of such Monetary Default, and demand full payment of amounts due thereunder, including all arrears and interest thereon. If, within five (5) days after the date the City gives such notice of non-payment (a "***Monetary Default Notice***"), the Lessee has not corrected its Monetary Default and paid all delinquent amounts in full, the City may, by notice to the Lessee, terminate this Agreement and all rights and privileges granted hereby in and to the Demised Premises.

19.3 Non-Monetary Default.

This Agreement together with all rights and privileges granted in and to the Demised Premises shall terminate automatically, upon the happening of any one or more of the following events (in each event, a "***Non-Monetary Default***"):

19.3.1 Voluntary Petition.

The filing by the Lessee of a voluntary petition in bankruptcy under the United States Code or any assignment for benefit of creditors of all or any part of the Lessee's assets;

19.3.2 Involuntary Petition.

An institution of an involuntary proceeding in bankruptcy against the Lessee, which bankruptcy proceeding is not dismissed within ninety (90) days of its filing;

19.3.3 Non Federal Bankruptcy Reorganization.

The filing of a petition requesting a court to take jurisdiction of the Lessee or its assets under the provision of any state or other reorganization act which, if it is an involuntary petition is not dismissed within ninety (90) days of its filing;

19.3.4 Receiver.

The filing of a request for the appointment of a receiver or trustee of the Lessee's assets by a court of competent jurisdiction, which if the request is not made by the Lessee, is not rejected within six (6) months after being made, or the request for the appointment of a receiver or trustee of the Lessee's assets by a voluntary agreement with the Lessee's creditors;

19.3.5 Suspension of Operations.

Suspension of Lessee's operations for a period of (60) days without the City's prior consent;

19.3.6 Abandonment.

The abandonment by Lessee of the Demised Premises or the failure of the Lessee to conduct business from the Demised Premises pursuant to the Permitted Use;

19.3.7 Failure to Maintain Insurance.

Failure of Lessee to maintain at all times during the Term of this Agreement insurance as required by this Agreement; or

19.3.8 Covenants and Conditions.

The failure of the Lessee to observe any of the covenants, conditions or other terms of this Agreement required to be performed, kept and observed by the Lessee.

19.4 Notice and Remedy (Non-Monetary Default).

Upon a Non-Monetary Default by the Lessee in the performance of any covenant or conditions required to be performed by the Lessee (other than the payment of rent and other fees or charges which is governed by Section 19.1 above), the City shall provide the Lessee

with notice allowing the Lessee sixty (60) days to remedy such Non-Monetary Default (“**Notice of Non-Monetary Default**”). Upon the failure of the Lessee to remedy such Non-Monetary Default for a period of sixty (60) days after receipt from the City of the foregoing Notice of Non-Monetary Default, the City shall have the right to cancel this Agreement. Such cancellation shall be achieved through the delivery by the City to the Lessee of a notice of cancellation (the “**Notice of Cancellation**”). The Notice of Cancellation shall be effective immediately upon delivery to Lessee in accordance with the notice provisions of the Agreement.

19.5 Abeance of Notice of Cancellation.

Notwithstanding the foregoing, should the City after giving the Notice of Cancellation determine in its sole, absolute and un-appealable discretion, that the Lessee is diligently remedying such Non-Monetary Default to completion, the City may determine by subsequent notice to Lessee, to hold its prior Notice of Cancellation in abeyance for such period of time as determined by City in its sole, absolute and un-appealable discretion. If, however, the City at any time thereafter determines that such Non-Monetary Default is no longer being diligently remedied to conclusion, the City shall so advise the Lessee of the same and upon delivery of such notice, the Notice of Cancellation shall no longer be deemed to be held in abeyance, and without further notice to the Lessee or action by the City, the Notice of Cancellation shall become final. The determination of the City in this regard shall in all events be conclusive and binding upon the Lessee.

19.6 Termination of Rights After Default.

Upon the cancellation or termination of this Agreement after an Event of Default for any reason, all rights of the Lessee, its subtenants and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Demised Premises other than the City. Upon said cancellation or termination of this Agreement for any reason, the Demised Premises, except for such personal property which may be removed from said Demised Premises as provided elsewhere herein, shall be free and clear of all encumbrances and all claims of the Lessee, its tenants, creditors, trustees, assigns and all others and the City shall have immediate right of possession to the Demised Premises.

19.7 Waiver.

Failure by the City to take any authorized action upon the occurrence of a Monetary Default, a Non-Monetary Default or any other default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee (in each case, a “**Default**” or an “**Event of Default**” as the context may require) shall not be construed to be, nor act as, a waiver of said Default nor of any subsequent Default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of Rent by the City from the Lessee, or performance by the City

under the terms hereof, for any period or periods after an Event of Default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the City to cancel this Agreement or to seek judicial remedy for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

ARTICLE – XX **TERMINATION BY LESSEE**

20.1 Termination by Lessee.

After the Lessee has completed the initial improvements, if any, required pursuant to Article V, and further provided that the Lessee is not in Default of this Agreement beyond any applicable notice and cure period, the Lessee may, in addition to the Early Termination Right provided Lessee in accordance with Section 1.2 of this Agreement, cancel this Agreement, and thereby terminate all of its rights and un-accrued obligation hereunder, by giving the City sixty (60) days advance notice upon or after the happening of any one of the following events:

20.1.1 Injunction Preventing Use of Demised Premises.

Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Demised Premises, or any material part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee;

20.1.2 U.S. Government Control of Airport.

The assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE – XXI **SURRENDER AND RIGHT OF REENTRY**

- 21.1** Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Demised Premises to the City in the same condition as they may hereafter be repaired and improved by the Lessee; save and except: (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance; (b) obsolescence in spite of repair; and (c) damage to or destruction of the Improvements for which insurance proceeds are received by the City. Upon such cancellation or termination, the City may re-enter and repossess the Demised Premises together with all Improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election. Provided that Lessee is not otherwise in Default of this Agreement, and further provided, that Lessee shall continue to pay to the City the then current Rent reserved under this Agreement, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days), the Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Demised Premises, provided the removal thereof does not impair, limit or destroy the utility of the Demised Premises or that of the Improvements thereon, and provided, further, that the Lessee repairs all damages that might be occasioned by such removal, and restore the Improvements and site to the condition above required.

ARTICLE – XXII **SERVICES TO LESSEE**

22.1 City Services

The City covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to maintain the runways and taxiways in good repair including the removal of snow. The City agrees to keep in good repair hard-surfaced public roads for access to the Demised Premises and remove snow therefrom in order to make such roads reasonably passable. The City also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Demised Premises for access thereto by the Lessee in accordance with the City policies governing same.

22.2 Parking Spaces Provided

The Lessee has the right to use, in common with others, the parking lot located west of the Demised Premises. The parking spaces shall be used for parking of motor vehicles only and for use by the Lessee's employees, tenants and customers only. At no time shall vehicles be allowed to park in the parking lot for more than 48 hours unless prior permission is given by the Airport Director. At no time shall the Lessee, his employees, or his tenants park a boat, trailer, or campers in the parking lot.

ARTICLE XXIII
SURVIVAL OF THE OBLIGATIONS OF THE LESSEE AND CITY'S REMEDIES

- 23.1** In the event that the Agreement shall have been terminated in accordance with the requirements of Article XIX hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full and remaining Term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Any damages and/or loss of and/or deficiency in Rent sustained by the City may be recovered by the City, at City's option: (i) in one (1) or more separate actions, at any time and from time to time, as and to the extent that said damages and/or Rent shall have accrued; or (ii) in a single action deferred until on or after the Expiration Date (in which event Lessee hereby agrees that the cause of action shall not be deemed to have accrued until the Expiration Date), or (iii) in a single proceeding prior to either the time of reletting or the Expiration Date, in which event Lessee agrees to pay the City the difference, if any, between (a) the present value of the Rent reserved under this Lease on the date of breach, and (b) the fair market value of the Lease from the date of the breach discounted at eight percent (8%) per annum, the latter remedy hereby acknowledged to be a fair estimation of City's damages and not an unenforceable penalty.

ARTICLE XXIV
LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 24.1** Except for the exclusive right of the Lessee to possession of the Demised Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Demised Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE – XXV
NOTICES

25.1 **Notice.**

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed given when received at the recipient's notice address except that notice that must be given by a certain time to be effective and is sent registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's address shall be deemed given when posted. Notice that starts the running of a time period and is delivered on a non-business day shall be deemed delivered on the next

business day, if left at the notice address, or the next business day on which it is redelivered if it is not left at the notice address.

25.2 Notice Address.

The notice addresses of the parties are as follows:

To the City: Manassas Regional Airport
 ATT: Airport Director
 10600 Harry J. Parrish Blvd
 Manassas, Virginia 20110

With a copy to:

The Honorable Mayor
The City of Manassas
9027 Center Street
Manassas, Virginia 20110

The Lessee: Mr. Robert Hepp, CEO
 Manassas Aviation Maintenance
 10601 Observation Road
 Manassas, VA 20110

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in notice given by the intended recipient to the sender.

ARTICLE – XXVI **HOLDING OVER**

26.1 No Extension of Term.

No holding over by the Lessee after the termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but the Lessee will by such holding over become the tenant at sufferance of the City and after notice by the City to vacate the Demised Premises, continued occupancy of the Demised Premises by the Lessee shall constitute trespass.

26.2 Holdover Rent.

Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of fixtures without the consent of the City shall make the Lessee liable to the City for damages

equal to double the Rent provided for herein and which may be in effect at the termination of this Agreement (the “**Holdover Rent**”). The parties agree that the Holdover Rent shall not be deemed as a penalty but rather as bargained for liquidated damages in order to compensate the City for Lessee’s unlawful holdover of the Demised Premises.

ARTICLE – XXVII **INVALID PROVISIONS**

- 27.1** Any provisions, articles, paragraphs, portions, or clauses of this Agreement that are found by a court of competent jurisdiction to be invalid or unenforceable shall have no effect upon any other part or portion of this Agreement.

ARTICLE – XXVIII **MISCELLANEOUS PROVISIONS**

28.1 Remedies to be Nonexclusive.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

28.2 Non-Waiver of Rights.

The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

28.3 Force Majeure.

Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control; provided, however, that this section shall not excuse Lessee from paying the Rent herein reserved.

28.4 Non-liability of Individuals.

No director, officer, member, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision

of the Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of this or their execution or attempted execution of the same.

28.5 Quiet Enjoyment.

The City covenants that as long as the Lessee is not in Default of any provision of this Agreement, the Lessee shall and may peaceably and quietly have, hold and enjoy the Demised Premises exclusively to it and the rights appurtenant to the Demised Premises granted in this Agreement during the Term hereof unless sooner canceled or terminated as provided in this Agreement.

28.6 Estoppel Certificate.

At the request of either party, but not to exceed once in every twelve (12) month period, the non-requesting party shall execute and deliver a written statement identifying the Lessor under this Agreement and certifying: (a) the documents that then comprise this Agreement; (b) that this Agreement is in full force and effect; (c) the then current annual amount of Rent and the date through which it has been paid; (d) the expiration date of this Agreement; (e) if made by the City, that no amounts are then owed by the Lessee to the City (or, if amounts are owed, specifying the same); and, (f) to the knowledge of said party, there are not Defaults by the other under this Agreement or any facts which but for the passage of time, the giving of notice or both would constitute such a Default.

28.7 Short Form of Lease.

At the request of either party, the other shall execute a memorandum or short form of lease in proper form for recording (the "*Lease Memorandum*"). The cost of recording the Lease Memorandum shall be paid by the requesting party.

28.8 List of Aircraft.

Upon request, the Lessee shall provide a listing of all aircraft and aircraft owners and addresses utilized or housed in its based operations to the Airport Director.

28.9 General Provisions.

28.9.1 Unauthorized Use.

Lessee shall not use, or permit the use of, the Demised Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

28.9.2 Venue and Jurisdiction.

This Agreement shall be performable and enforceable in Manassas, Virginia, shall be construed in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction under this Agreement shall in all cases lie with the courts of Prince William County, Virginia.

28.9.3 No Third Party Beneficiary.

This Agreement is made for the sole and exclusive benefit of the City and the Lessee, their successors and assigns, and is not made for the benefit of any third party.

28.9.4 Ambiguity.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

28.9.5 Binding Effect.

All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

28.9.6 Titles and Headings.

The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

28.9.7 No Partnership.

Nothing herein contained shall create or be construed to creating a partnership or a joint venture between the City and the Lessee or to constitute the Lessee an agent of the City.

28.9.8 Effective Date.

This Agreement shall not become effective until it has been approved and fully and properly executed by both parties hereto (the last to occur of which shall be the “*Effective Date*”). Once the Agreement is approved by the City, the Lessee shall sign the Agreement within ten (10) calendar days. If the Agreement is not executed by the Lessee within ten (10) calendar days, the Airport Director may, at his sole discretion, terminate the City’s approval of this Agreement prior to the execution and delivery of this Agreement by Lessee to the Airport Director.

28.9.9 Administrative Appeal Process.

Decisions or actions taken by the Airport Director regarding this Agreement can be appealed to the Airport Commission by the Lessor. All appeals shall be made in writing to the Chairman of the Airport Commission. Decisions of the Airport Commission may thereafter be appealed to the City Council (together, the “*Administrative Process*”). Lessee shall not have the right to seek judicial redress with respect to this Agreement until and after it has fully exhausted the Administrative Process.

28.9.10 Right to Close Runway and Taxiways (movement areas).

The Airport Director shall have the right to close runways and taxiway from time to time due to emergencies, maintenance, construction, special events or other reasons deemed necessary by the Airport Director, in his or her sole discretion, with or without notice to the Lessee.

ARTICLE – XXIX
SUBORDINATION CLAUSES

29.1 This Agreement is subject and subordinate to the following:

29.1.1 Further Development of Airport.

The City reserves the right, at its sole and absolute discretion, to further develop and improve the Airport, all without regard to the desires or views of the Lessee and without interference or hindrance by or on behalf of the Lessee, provided, that the Lessee is not deprived of the use or access to the Demised Premises. Accordingly nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.

29.1.2 Aerial Obstruction.

The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Demised Premises which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

29.1.3 Agreements with US Government.

This Agreement is and shall at all times be subordinate to the provision of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may

be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

29.1.4 Time of War and Emergency.

During the time of war or national emergency, the City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the United States, shall be suspended, but such suspension shall not extend the Term of this Agreement. In such event, abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Demised Premises.

29.1.5 No Air Rights.

Except to the extent required for the performance of any obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Demised Premises other than those rights in common with the public to use the airspace for air travel, but at all times subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE – XXX

INSURANCE REQUIREMENTS AND DAMAGE OR DESTRUCTION

30.1 Property Insurance.

Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Agreement as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability insurance as will protect the Lessee, the City from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in Paragraph 30.2-30.4 hereof. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

"No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Director, Manassas Regional Airport, 10600 Harry J. Parrish Blvd., Manassas, Virginia 20110."

30.2 General Liability Insurance.

During the term of this Agreement, Lessee shall maintain in full force general liability insurance in the name of the Lessee, and naming the City as an additional insured, with a combined single limit of \$1,000,000 per occurrence in the primary policy (the “**CGL Insurance Coverage**”). The CGL Insurance Coverage shall provide minimum coverage for: (a) premises and operations coverage, including hangarkeepers; (b) independent contractor and subcontractors; (c) products liability and completed operations; (d) environmental clean-up; (e) broad form contractual; and (f) death and personal injury. CGL Insurance Coverage cannot have a self-insured retention.

30.3 Automobile.

During the term of this Agreement, Lessee shall maintain in full force automobile liability insurance in the name of the Lessee, with maximum a combined single limit of at least \$1,000,000.00 per occurrence/\$1,000,000.00 in aggregate, in the primary policy (the “**Auto Coverage**”). The Auto Coverage shall include coverage for bodily injury and property damage and shall additionally extend the same coverage to: owned automobiles; (b) hired automobiles; and (c) non-owned automobiles.

30.4 Workers’ Compensation.

Lessee must at all times carry Workers’ Compensation Insurance in such minimum statutory amounts as to be in compliance with the Workers Compensation Laws of the Commonwealth of Virginia.

30.5 Proof of Insurance.

As a condition precedent to this Agreement and Lessee’s right of entry upon the Demised Premises, the Lessee shall provide proof of insurance evidencing existence of all insurance required to be maintained prior to the inception of the Term of this Agreement. The failure of Lessee to maintain such insurance or to provide proof of insurance upon request shall be deemed a Default of this Agreement. Lessee shall provide the Airport Director with copies of certificates of insurance in form acceptable to the City. Each certificate shall have endorsed thereon indicating that “no cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Director, Manassas Regional Airport, 10600 Harry Parrish Boulevard, Manassas, Virginia 20110”.

30.6 Review of Coverage Limits.

The City may review the minimum insurance coverage required herein to be maintained by Lessee every three (3) years during the Term of this Agreement. The City shall have the right to direct Lessee to increase the minimum insurance requirement every three (3) years. All required insurance must be in effect and so continue during the life of this Agreement in not less than the following amounts for the first three (3) years of this Agreement:

30.7 Coverage Locations.

Location of operation shall be “All locations in the City of Manassas, Virginia”.

30.8 Additional Policies.

Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary. The purchase of insurance by the Lessee shall in no event be construed as a fulfillment or discharge of the obligations set forth in this Agreement. All insurance coverages maintained by Lessee shall be primary insurance as respect to the City. Any insurance or self-insurance maintained by the City shall be in excess and non-contributory to Lessees insurance.

30.9 Insurer Minimum Requirements.

Insurance Carrier Status: Each policy of insurance required under this Agreement shall be issued by an “A” rated-Class VI or better (according to the A.M. Best’s Rating Organization) insurance company authorized by the Commonwealth of Virginia to issue such policy in this State, and shall be in a form and content satisfactory to the City. The City may at times choose to accept lower rated carriers at its discretion and only with prior approval. If at any time during the Term the rating of any of Lessee’s insurance carriers is reduced below the rating required pursuant to the terms hereof, Lessee shall use commercially reasonable efforts to promptly replace the insurance coverage(s) with coverage(s) from a carrier whose rating complies with the foregoing requirements. (e) In the event that Lessee fails to maintain in full force and effect any of the insurance coverages described in this Article XXX, City shall have the right (but not the obligation) to either declare a Default in accordance with the provisions of Article XIX, or to procure and maintain such insurance or any part thereof at Lessee’s expense, and the cost of such insurance shall be payable by Lessee to City as Additional Rent. The procurement of such insurance or any part thereof by City shall not discharge or excuse Lessee’s obligation to comply with the provisions of this Article XXX.

ARTICLE – XXXI **HAZARDOUS MATERIALS**

31.1 Covenant with Respect to Hazardous Materials.

Lessee warrants that no Hazardous Materials (hereinafter defined) will be disposed in the sewer system, dumpster, on the ramp/apron or any other location on the Airport. Disposal of all Hazardous Material shall be in accordance with all appropriate City, county, state and federal regulations. Tenant shall all times maintain insurance coverage for clean-up of Hazardous Material in the event of a spill. The City may require a bond or insurance sufficient to guarantee clean up in the event of a spill. For the Purposes of this Agreement

the Terms “**Hazardous Materials**” shall mean and refer to any and all “pollutants”, “hazardous substances”, “hazardous wastes”, “hazardous materials”, “solid wastes” or “toxic substances” as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as amended or other similar federal, state and local environmental laws and ordinances or the rules or regulations promulgated pursuant thereto, including, without limitation, polychlorinated biphenyls (PCBs) and commercially processed asbestos, petroleum products or radioactive materials, except for immaterial quantities of Hazardous Materials resulting from the normal use of cleaning materials, pesticides and herbicides on the Demised Premises in conformance with applicable Legal Requirements.

31.2 Storage of Hazardous Material.

Lessee further warrants that all Hazardous Material will not be stored on or upon the Demised Premises without the prior consent and approval of the City which under no circumstance will be given absent Lessee’s first obtaining all studies or reports required by the respective local, state and federal governmental agencies, all permits, authorization and licenses required by the respective local, state and federal governmental agencies, all policies of insurance required by this Agreement, and without Lessee having first obtained, constructed or otherwise provided, at Lessee’s own expenses, storage facilities meeting all requirements of all local, state and federal governmental agencies who have jurisdiction.

31.3 Cleanup and Indemnity.

Should Lessee’s activities on or upon the Demised Premises result in contamination as a result of the spill or release of Hazardous Materials in the Demised Premises or any part of the Airport, Lessee agrees to take full responsibility for the cost of the clean-up of the same, further agrees to indemnify and hold harmless the City for the same (including legal and attorneys fees), and to defend the City at the Lessee’s expense in any proceeding arising from, or resulting from such contamination. Lessee further agrees to compensate the City for any loss or diminution in value of the Demised Premises or the Airport resulting from or arising out of such contamination.

31.4 Aircraft Painting.

No painting of aircraft or aircraft parts will be allowed on the Demised Premises without the Lessees first obtaining all permits and licenses required by the respective local, state and federal governmental agencies and permission from the Airport Director.

31.5 Fuel Disposal.

The disposal of aviation gas or any other hazardous substance by pouring on the ground (or any other surface) or by dispersal in the air is prohibited. The Lessee agrees to provide an area for the proper disposal of sump fuel for Lessee and its subtenants.

ARTICLE – XXXII
ENTIRE AGREEMENT

- 32.1** This Agreement consists of Articles I to XXXII, inclusive, Exhibits A, constitutes the entire agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement.

*[The remainder of this page left intentionally blank. Signatures
contained on separate pages immediately following]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

THE CITY OF MANASSAS

City Manager
City of Manassas, Virginia

ATTEST:

SIGNATURE

PRINT NAME

LESSEE

By: _____
Print name: _____
Title: _____

ATTEST:

SIGNATURE

PRINT NAME

EXHIBIT A
METES AND BOUNDS DESCRIPTION



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	February 17, 2022
TIME ESTIMATE:	5 Minutes
AGENDA TITLE:	Review and recommend approval of the Rates and Charges Ordinance that will be forwarded to city Council for their approval.
RECOMMENDATION:	Staff recommends approval.
MOTION:	I move that the Rates and Charges Ordinance be approved, and that they be forward to the City Council for their review and approval.
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	Last fall (2021), there was a revision to the City's policy on public use space. Staff revised the Airport's <u>Guidelines for Use of Terminal Conference Rooms and Facilities</u> to mirror the City's policy. Additional guidance was added due to the unique nature of the space. Part of the guidelines also addresses a cleaning fee should the individual/organization leave the room in less than satisfactory condition. The Rates and Charges Ordinance needed to be updated to reflect this additional charge.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Richard Allabaugh, 257-8402

Airport Director

ORDINANCE #O-2021-XX

First Reading:
Second Reading:
Enacted:
Effective:

**AN UNCODIFIED ORDINANCE ESTABLISHING THE MANASSAS REGIONAL
AIRPORT FEE AND RENT SCHEDULE EFFECTIVE XXXXXXXX**

WHEREAS, the Manassas Regional Airport (Airport) has been designated by the Federal Aviation Administration (FAA) as a public use General Aviation Reliever Airport; and

WHEREAS, the FAA requires that the Airport maintain a fee and rental structure for the facilities and services at the Airport that will make the airport as self-sustaining as possible; and

WHEREAS, the Airport Commission has reviewed and approved the following fee and rent structure.

BE IT ORDAINED that, by the City Council of the City of Manassas, Virginia, meeting in regular session this XXXXXXXXXXXX, Ordinance #O-2020-21 is repealed effective July 1, 2021 and that the following fee schedule is established effective July 1, 2021.

Car Rental Company Fees	
Annual Non-Franchise Operator	\$10.00
Annual Non-Tenant Operator	\$20.00
Commercial Operating Permit Fees	
Annual Non-Franchise Operator	\$25.00
Annual Non-Tenant Operator	\$680.00
Conference Room Cleaning Fee	\$150.00
Crop Dusting Permit fee (per day)	\$25.00
Fuel Flowage Fees	
Non-Commercial Fuel Flowage Fee (per gallon)	\$0.13
Security Surcharge (per gallon)	\$0.02
Gate Card Fees	
Gate Card Issuance (New and Renewal)	\$20.00
Gate Card Replacement (Lost or Broken)	\$35.00
Hangar Rent – East Side	
Monthly Storage Unit	\$210.00
Monthly 40' Unit	\$360.00
Monthly 42' Unit	\$408.00
Monthly 42' End Unit	\$505.00
Monthly 45' Unit	\$435.00
Monthly 48' Unit	\$505.00
Monthly 48' End Unit	\$560.00

Hangar Rent – Box Hangars	
Monthly 50' by 60' Unit	\$1,500.00
Monthly 60' by 60' Unit	\$2,000.00
Hangar Rent - West Side	
Monthly End Unit	\$385.00
Monthly Regular Unit	\$335.00
Late Fees	
East and West T-Hangars (non-commercial)	\$30.00
Tie-Downs (Single and Twin Engine)	\$10.00
Hangar Lockout/Key Replacement Fee	\$50.00
Callout Fee	\$50.00
Nightly Blimp Tie-Down Fee	\$75.00
Special Event Fee (per day)	
Full Day	\$800.00
Half Day	\$400.00
Hourly	\$125.00
Special Events – Late Application	
Full Day	\$100.00
Half Day	\$50.00
Hourly	\$25.00
Special Media Permit Fee	
Photo (per day)	\$250.00
Movie (per day)	\$500.00
Terminal Office Space (per sq. ft.)	\$36.58
Tie-Down Rent	
Monthly Single Engine	\$80.00
Monthly Twin Engine	\$90.00
Vehicle/Pedestrian Deviation	
Vehicle/Pedestrian Deviation – 1 st Offense	\$125.00
Vehicle/Pedestrian Deviation – 2 nd Offense	\$250.00

Michelle Davis-Younger Mayor
On behalf of the City Council
Of Manassas, Virginia

ATTEST:

Lee Ann Henderson

City Clerk

MOTION:

SECOND:

RE:

ACTION:

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	February 17, 2022
TIME ESTIMATE:	5 Minutes
AGENDA TITLE:	Review and Approve the Manassas Regional Airport's 2022-2025 Strategic Plan.
RECOMMENDATION:	Approve the Assignment of Franchise between the City of Manassas and Buchanan Partners.
MOTION:	I move that we approve the Assignment of Franchise between the City of Manassas and Buchanan and recommend that the City Council approve the document as well.
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	The Franchise between the City and Buchanan Partners requires that the City Council approve all assignments of Franchises. The document would assign the Franchise as well as delete the provision that give the Franchise holder an additional 30 years at the end of the initial term. Franchise law dictates that a Franchise term for land cannot exceed forty (40) years. This document would add an option of extending the Franchise by ten (10) years. This would limit the entire Franchise term to 40 years. The rent escalation would be based on the annual 2.9% increase and not the PPI which is what the Franchise currently uses for the escalation.
FISCAL IMPACT:	The document requires that the Franchise Holder pay an annual escalation clause of 2.9%, not the PPI. This would most likely increase the rent the airport receives by a fractional amount.
STAFF CONTACT:	Juan E. Rivera, (703) 257-8425
JER <hr/>	
Airport Director	



February 9, 2022

The Honorable Steve Dickson
Administrator
Federal Aviation Administration
800 Independence Avenue, SW
Washington, D.C. 20591

Dear Administrator Dickson:

Thank you for your efforts on behalf of the Manassas Regional Airport and its over 400 based customers and tenants. We appreciate your efforts to provide the safest and most efficient system of airports in the world.

I am writing to ask for your support in obtaining funding from the Bipartisan Infrastructure Law (BIL) for replacement of the Air Traffic Control (ATC) Tower at the Manassas Regional Airport.

Currently, our tower cannot upgrade to the latest technology because there is no room and there is line of sight restraints due to the tower not being tall enough. Our tower is almost 70 years old and replacement is critical to the Airport's ability to continue to be the economic engine that it is as well as provide first-rate transportation services that our users expect.

The current Manassas ATCT is owned by the City of Manassas and is staffed by FAA Controllers. The City intends to request funding under BIL for construction to replace the aging ATCT. The City would also ask the FAA consider taking over ownership of the new replacement ATCT once it has been completed. Any guidance on the steps necessary to ensure FAA ownership remains a possibility throughout the process of requesting BIL funding and completion of the new ATCT would be greatly appreciated.

We would greatly appreciate any assistance you may offer regarding these matters. Again, thank you for your support of the Manassas Regional Airport and we look forward to hearing from you soon.

Best regards,

A handwritten signature in black ink, appearing to read "Juan E. Rivera", is written over a large, stylized, circular flourish.

Juan E. Rivera, Director
Manassas Regional Airport

Cc: Chair, Airport Commission
Matthew Thys, Manager, Washington ADO

MANASSAS REGIONAL AIRPORT

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