MANASSAS REGIONAL AIRPORT COMMISSION REGULAR MEETING AGENDA

June 17th 2021

City Hall, Council Chambers 9027 Center Street Manassas, VA 20110

Call to Order – 7:00 p.m.

- **ITEM 1.** Consideration of approval of minutes of the regular meeting held on May 20th , 2021
- **ITEM 2.** Review of expenses.

COMMENTS FROM THE PUBLIC

ITEM 3. 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. <u>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.</u> 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 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.

AIRPORT DIRECTOR'S REPORT

- **ITEM 4.** Airport Director's Report
 - a. Tie-down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns.
 - b. Aging, Revenue, and Expenditure Reports.

PRESENTATIONS

- **ITEM 5.** Recognition of Mr. Harry Clark for his 13 years (2008-2021) of service on the Airport Commission (10 minutes, Commission Member: Mr. Dan Radtke, Chair)
- **ITEM 6.** 2021 Airport Financial Plan Update (20 minutes, Davenport Financial Advisor)

OLD BUSINESS

ITEM 7. Receive nominations and vote for Chairman and Vice-Chairman to serve from July 1, 2021 to June 30, 2022. (8 minutes, Commission Member: Mr. Dan Radtke, Chair)

CONSENT AGENDA

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

ITEM 8. (Reserved for Consent Agenda Items)

COMMITTEE REPORTS IF AVAILABLE

ITEM 9. (Reserved for addition of any Committee Reports)

NEW BUSINESS

- **ITEM 10.** Consideration of a proposed changes to the Airport Minimum Standards that would reduce the 600 square feet office requirement for flight schools to 300 square feet. (5 minutes, Staff: Mr. Richard Allabaugh)
- **ITEM 11.** Consideration of adding the requirement for having \$1 million in Contractor's Pollution Insurance to the Airport's Insurance Matrix that would apply to all fuel operators that transport fuel on the Airport. (5 minutes, Staff: Juan Rivera)
- **ITEM 12.** Consideration of and recommendation to City Council of requested changes to the Franchise between the City of Manassas and Chantilly Air Inc. (Ordinance #O-2021-04)(5 minutes, Staff: Juan Rivera)
- **ITEM 13.** Recommend to City Council the acceptance of a ACRGP Grant Agreement from the FAA (AIP 3-51-0030-05-2021) in the amount of \$57,000 (5 minutes, Staff: Juan Rivera)
- **ITEM 14.** Consideration of adopting a revised Hangar Waiting List Policy that would incorporate a new requirement for a deposit to be placed with the Airport prior to being placed on the hangar waiting list. (5 minutes, Staff: Richard Allabaugh)

INFORMATION ITEMS

ITEM 15. (Reserved for addition of any Information item)

COMMISSION COMMENTS

ITEM 16. Commission Members may make comments or raise questions on matters of interest to the Commission.

ADJOURNMENT

MANASSAS REGIONAL AIRPORT COMMISSION REGULAR MEETING MINUTES

May 20, 2021

The Manassas Regional Airport Commission held its regular meeting in the Council Chambers on the above date, attended by Chairman Dan Radtke, Vice Chairman Tom Lemmon, Juan E. Cabrera, Harry J. Clark, Richard H. Seraydarian, James L. Uzzle, Ross Snare, John Snider, and Lawrence Pigeon.

Howard Goodie was unable to attend.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director) and Richard Allabaugh (Airport Operations).

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

ITEM 1. Consideration of approval of minutes of the regular meeting held on April 15th, 2021

Member Clark MOVED that the minutes be amended to address typo in <u>Item 1</u> to say, "SECONDED by MEMBER Clark CARRIED UNANIMOUSLY." SECONDED by Member Seraydarian and CARRIED UNANIMOUSLY.

ITEM 2. Review of expenses.

COMMENTS FROM THE PUBLIC

ITEM 3. 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. <u>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.</u> 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 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.

<u>Mr. Tom Hueg:</u> Provided a status update on the Freedom Museum's vacancy from the terminal building. Jolene Berry sent an email May 17 saying that the Museum had met all the requirements and closed out the lease. After 22 years of calling the Manassas Regional Airport terminal home, the Freedom Museum has moved on to a new exciting stage and wished the Airport the best in the new space.

AIRPORT DIRECTOR'S REPORT

ITEM 4. Airport Director's Report

Mr. Rivera stated that the Airport received notification from the DEQ that tank closure investigation in regards to the underground storage tanks have been officially closed and not further action was required.

Mr. Rivera stated that the Airport receive the second COVID relief grant from the FAA. It will be on the agenda for the June Commission meeting. Staff will recommend that it be used to offset staff salaries.

Mr. Rivera will be conducting interviews for Mrs. Witte's position the first week in June.

Mr. Rivera stated that masks are still considered PPE by VOSH and they are still required inside the terminal building. Businesses can make their own determination of mask-use policy.

- a. Tie-down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns.
- b. Aging, Revenue, and Expenditure Reports.

Member Seraydarian asked about the aging report. Mr. Rivera clarified that the accounts are still in a rears based on the agreement with the City, but everything is current. They have paid on time and every time

PRESENTATIONS

ITEM 5. Use of the Laser Inclinometer to Identify Obstructions at the Airport (5 minutes, Staff: Richard Allabaugh)

Presentation Included as attachment to Minutes

ITEM 6. Quarterly Airport Operations and Fuels Sales Report (5 minutes, Staff: Richard Allabaugh)

Presentation Included as attachment to Minutes

OLD BUSINESS

ITEM 7. (Reserved for Old Business)

CONSENT AGENDA

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

ITEM 8. (Reserved for Consent Agenda Items)

COMMITTEE REPORTS IF AVAILABLE

ITEM 9. (Reserved for addition of any Committee Reports)

NEW BUSINESS

ITEM 10. Consideration of exercising an option to extend the Lease Agreement between the City of Manassas and Fairfax County for hangar space for their Aviation Unit for an additional twelve (12) months. (5 minutes, Staff: Juan Rivera)

Mr. Rivera stated that there would be a 2.9% increase to their lease for the 12 months. He indicated that construction on their Fairfax facility is behind schedule. He also indicated that an email was exchanged with Fairfax and stating that staff would be recommending approval of the extension to the Airport Commission. If it was approved by the Commission, not to come back for any more extensions as they probably wouldn't be granted.

Member Cabrera MOVED to extend the Lease Agreement between the City of Manassas and Fairfax County for hangar space for their Aviation Unit for an additional twelve (12) months. **SECONDED by Member Seraydarian and CARRIED UNANIMOUSLY.**

ITEM 11. Nominations for Chair and Vice-Chair of the Airport Commission to serve from July 1st 2021 to June 30th 2022. (5 minutes, Chair, Airport Commission)

Member Seraydarian MOVED to nominate Tom Lemmon for Chair of the Airport Commission. **SECONDED by Member Cabrera.**

Member Uzzle MOVED to nominate Ross Snare for Chair of the Airport Commission. **SECONDED by Member Snare.**

Member Lemmon MOVED to nominate Richard Seraydarian for Vice-Chair of the Airport Commission. **SECONDED by Member Clark.**

Chairman Radtke indicated that nominations will remain open until the next commission meeting.

INFORMATION ITEMS

ITEM 12. (Reserved for addition of any Information item)

COMMISSION COMMENTS

ITEM 13. Commission Members may make comments or raise questions on matters of interest to the Commission.

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

The meeting adjourned at 7:33 P.M.

Secretary

Chairman

Date Approved



AIRPORT COMMISSION MEETING

SPEAKER SIGN-UP SHEET

DATE: May 20, 2021

NAME	ADDRESS	SIGNATURE
1. Tour Horg	8530 cole Chase Circle Fairfax Station, VA 22039	Thomas Bucq
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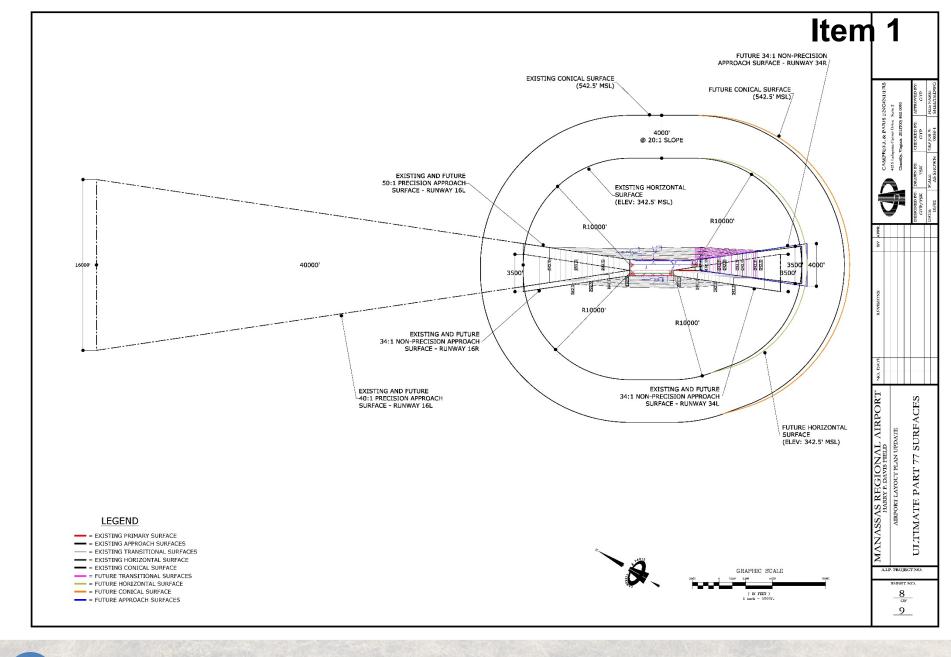


Airport Operations Laser Inclinometer Brief

Laser Inclinometer

• TruePulse 200X

- Range 6,233FT to 8,200FT
- 7x Optic Zoom
- Water Resistant
- Foliage Filter
- Bluetooth Capable
- Smart Phone App
- Acquired October 2015 after DOAV 5010 Inspection
 - \$2305.95



Laser Inclinometer



5/20/2021

Obstruction Analysis

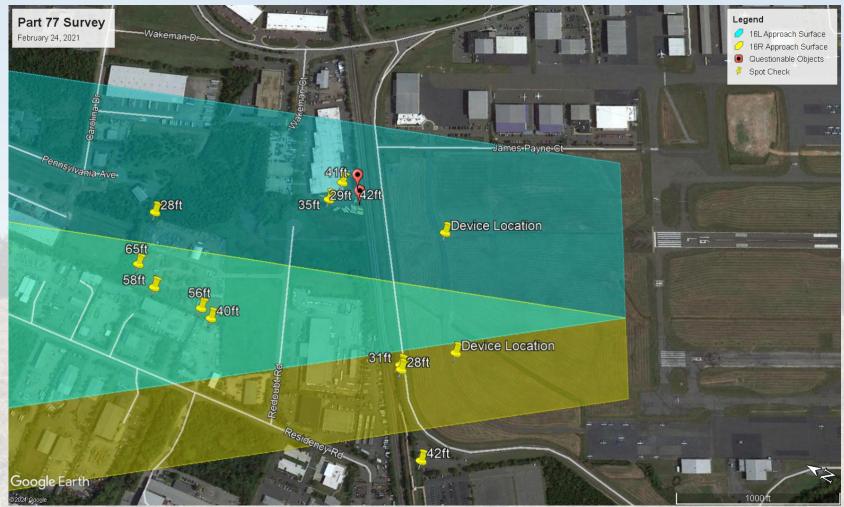
- 2015 12 Obstructions
- 2018 7 Obstructions
- 2021 On Hold

2019 – 1 Obstruction
2021 – 2 Obstructions



5/20/2021

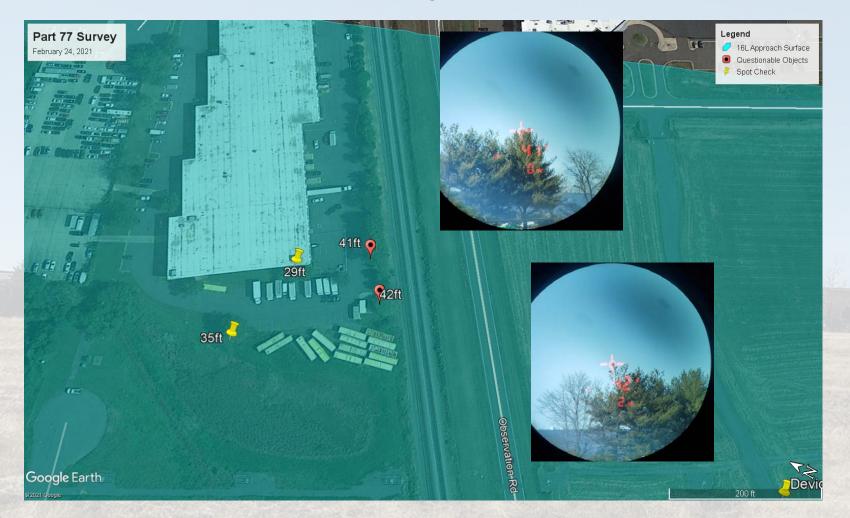
Obstruction Analysis



HEF – Laser Inclinometer Briefing

5/20/2021

Obstruction Analysis



5/20/2021

7

Contractor Education

CONSTRUCTION? YES. CRANE? YES. LIABLE? ABSOLUTELY.

PROTECT YOURSELF FROM LIABILITY BY FILING A FAA 7460 FORM BEFORE YOU OPERATE.

FOR MORE INFORMATION AND TO E-FILE YOUR FORM, VISIT THE FAA OBSTRUCTION EVALUATION WEBSITE HTTP://OEAAA.FAA.GOV

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QUESTIONS? Contact Aiprort Operations 703-361-5488 Hefops@manassasva.gov

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FAA Form 7460-1 Filing Instructions

The best way to file the form is electronically via the FAA's Obstruction website. http://oeaaa.faa.gov/

Construction or alterations that meet any of the When must the form be filed: following criteria must be filed: FAA Form 7460-1 must be submitted no less than 45 days prior to construction beginning Construction on a public use airport Construction near an airport (within a radius of 5 miles for **Operating a Crane?** Manassas) and is 200 feet above the ground If a crane will be in operation within 5 miles of the airport. Construction that will penetrate any FAR Part 77 imaginary please contact airport operations 72 hours in advance surface of the airport or penetrates an imaginary surface Cranes must be flagged and/or lighted appropriately (2' x with a slope of 100:1 within 20,000 feet of the nearest 2' orange or 3' x 3' orange/white checkerboard) runway E-file or mail your proposal to the following address: Airport Contact Information: Mail Processing Center Manassas Regional Airport Federal Aviation Administration 10600 Harry J. Parrish Blvd. Southwest Regional Office Manassas, VA 20110 Obstruction Evaluation Group (703)257-8270 2601 Meacham Blvd. Fort Worth, TX 76193 For more information visit and to E-file your form visit the FAA Obstruction **Evaluation Web Site** http://oeaaa.faa.gov/



Fuel Flowage and Aircraft Operations May Update

Calendar Year	Operations		Fiscal Year	Operations	
2016	90,163		2016	83,815	
2017	83,911	# 1	2017	89,654	
2018	79,930		2018	80,714	
2019	85,701	511/100	2019	83,130	
2020	74,765	77	2020	75,316	1-1-500
2021	29,097	Phanel -	2021	72,829	
		14			
Calendar Year	Local	Itinerant	Fiscal Year	Local	Itinerant
2016	35,182	54,981	2016	40,597	43,218
2017	37,380	46,531	2017	43,798	45,856
2018	33,538	46,392	2018	34,270	46,444
2019	39,264	46,437	2019	36,409	46,721
2020	30,815	43,950	2020	33,442	41,874
2021	13,922	15,175	2021	31,801	41,028

OPERATIONS – TOTALS

PERCENT CHANGE Month FY2018/FY2019 FY2019/FY2020 FY2020/FY2021 -5.32% 13.82% -10.22% July August -1.25% 1.96% -17.07% -20.32% September 35.14% -3.31% October 6.36% -5.84% 4.23% November 2.35% 6.95% -0.64% December 11.10% -11.03% 32.73% -1.20% 13.53% 9.62% January

0.61%

-16.02%

-63.36%

-57.20%

-12.65%

-9.40%

-20.09%

37.23%

237.75%

20.33%

23.53%

-2.32%

7.23%

6.48%

2.99%

February March

April

May

June Total Item 1

Note - Incomplete Year Stats through April 30, 2021

Monthly Aircraft Operations - Fiscal

Item 1



Local Vs Itinerant - Fiscal

Item 1

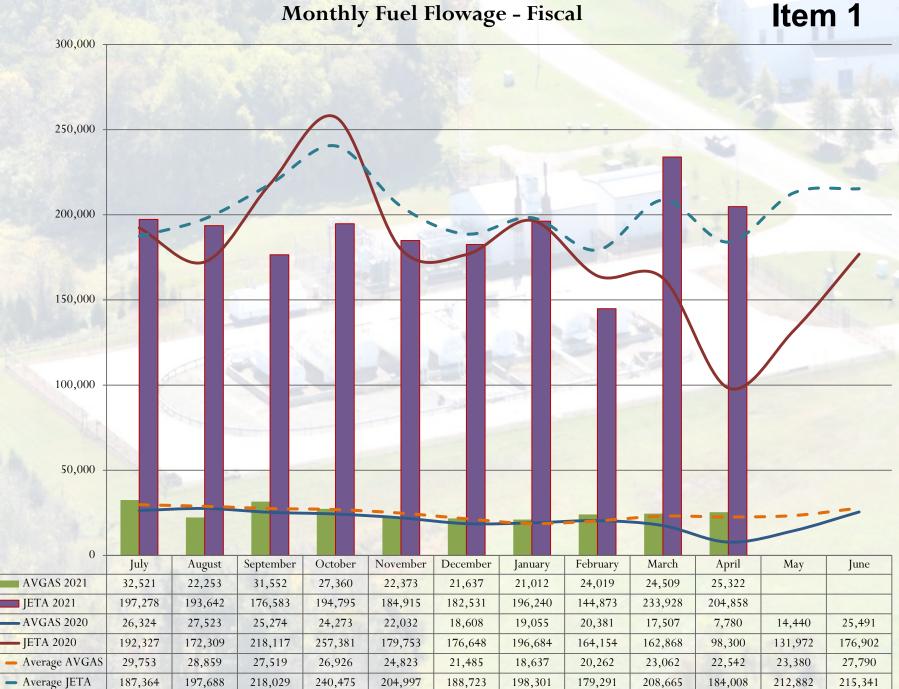


FUEL FLOWAGE - TOTALS

Calendar	AVGAS	JETA	TOTAL	% Change		Fiscal	AVGAS	JETA	TOTAL	% Change
2016	309,066	2,534,537	2,843,603	-6.59%	14	2016	300,470	2,587,167	2,887,637	-5.96%
2017	311,650	2,633,283	2,944,933	3.56%		2017	316,294	2,659,679	2,975,973	3.06%
2018	296,197	2,576,100	2,872,297	-2.47%	1	2018	306,885	2,551,238	2,858,123	-3.96%
2019	284,689	2,458,013	2,742,702	-4.51%		2019	292,146	2,552,229	2,844,375	-0.48%
2020	309,565	2,013,409	2,322,974	-15.30%		2020	265,136	2,110,967	2,376,103	-16.46%
2021	105,460	769,301	874,761			2021	293,923	1,868,278	2,162,201	-9.00%

Note - Incomplete Year Stats through May 1, 2021

Monthly Fuel Flowage - Fiscal



REVIEW O	F EXPENSES

AMERICAN DISPOSAL COMMERCIAL SVCS, INC Metrica Disposal, SERVICES \$ 5.200 \$ 2.200 <td< th=""><th></th><th>MONTHLY EXPENSES</th><th></th><th></th></td<>		MONTHLY EXPENSES			
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	Cintas	Tower Mats	\$ 5.21	\$ 654.73	
WASHINGTON GAS 10603 Observation \$ 1.413.4					
	WASHINGTON GAS	10603 Observation		\$ 1,413.47	



Airport Director's Office Juan E. Rivera

Memorandum

June 10, 2021

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR JUNE 2021

CITY COUNCIL ACTIONS IN REGARDS TO HEF

 The City Council's Finance Committee approved Resolution 2021-13-R (3-0) that amends the FY 2021 Budget by Budgeting and Appropriating a \$57,000 Airport Coronavirus Response Grant Program (ACRGP) Agreement for the Manassas Regional Airport. This item will go to the City Council on June 28, 2021 and will be on the Consent Agenda.

T-HANGAR OCCUPANCY RATE

Hangars West T-Hangars: 57 out of 59 Rented 97% Rented – 1 tenant vacated East T-Hangars: 94 out of 97 Rented 97% Rented – 1 new tenant. East and West Hangars – 151 out of 156 – 97% Rented

<u>Waiting List Status</u> Notices continue to be sent out by airport staff.

Breakdown Total on List – 166 East Side – 153 West Side – 116 60x50 - 13

TIE-DOWN OCCUPANCY RATE

West Tie-Down: 38 out of 85 Rented 45% Rented – 1 new tenant East Tie-Down: 78 out of 86 Rented 91% Rented – 1 tenants moved into hangars. 1 new tenant. 1 tenant vacated

June 10, 2021 Airport Director's Report for June Page Two

East and West Tie-Down - 116 out of 171 Rented - 68% Rented

Squatters

None

NOISE COMPLAINTS

There was one (1) noise complaint recorded by Airport Operations in the month of May 2021. 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.

TAXIWAY G/TAXILANE Y (CONSTRUCTION)

The construction phase of this project is complete. The Airport is in the process of purchasing phosphorus credits from Drum Bay Nutrient Bank in accordance with the Chesapeake Bay Watershed Nutrient Credit Exchange Program. The cost of the credits will be approximately \$157,000. The final close-out paperwork is being developed by Delta Airport Engineers. It is anticipated that the close-out and final Engineer's Report will be completed by the end of July 2021.

RUNWAY 16R/34L REHABILITATON (Construction Phase)

Runway 16R/34L has been closed during the day, on and off for five (5) days so that the contractor could grade the shoulders. The contractor has a few punch list items to complete such as removing E&S controls before they will be totally done. The contractor will be required to apply an additional application of paint on the runway as well. They plan to complete this task in October since there is currently a nationwide shortage of painting products that are used for our runway paint specifications. This project should now be closed-out by the end of November of 2021.

FAA ATC TOWER LEAK & ROOF REPLACEMENT

The staff is in the process of getting prices for just replacing the roof on the base building and the tower. The staff received a price of \$49,110.00 to seal the area where the tower cab sits on the tower and to replace the catwalk. The staff sole sourced the project since there was only one company that provided a quote and had experience with the same tower design that we have at our Airport and have issued a Purchase Order to conduct the work. The contractor has indicated that they will start later this year since they are booked until late summer.

SE CORPORATE PAD SITE

The Airport must reimburse the VDOA for those areas of the SE Corporate Pad site development (Chantilly Air FBO) that was not eligible for State funding. The Director has received a request for reimburse in the amount of \$45,760.97 from the Aviation Department. The Airport will be processing the payment request once it gets an invoice from the Department of Aviation. The City's accounting office indicated that they could only pay the amount due when they received an official invoice from the State. The Airport Director has requested that an invoice be sent to the City as soon as possible.

June 10, 2021 Airport Director's Report for June Page Three

MASTER PLAN UPDATE

The grant application for this project has been submitted to the FAA for approval. The total project cost is \$776,992.00. The Airport Director expects to receive the grant sometime at the end of June, mid-July at the latest.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

The preliminary design (50%) has been completed. The CLOMR has been completed and approved by FEMA. The removal of the trees in the Floodplain Compensation Area has also been completed. The final design is expected to begin in July of this year. RS&H are waiting for the final price from their surveyor before they submit a final design cost to the Airport Director for review and consideration. The construction of this project is anticipated to begin in June of 2022. This construction phase is expected to last ninety (90) days.

TAXIWAY B REHABILITATION

The grant application has been submitted to the FAA by the Airport staff. The total project cost is \$530,000.00. The Airport Director expects to receive the grant sometime at the end of June, mid-July at the latest.

TERNMINAL BUILDING BATHROOM UPGRADES

The men's and women's bathrooms are open and available for use. There are several items that need to be completed once the parts are received for the women's bathroom.

TAXIWAY A DESIGN EFFORT

The Airport staff held a design review meeting with the FAA and RS&H on May 13, 2021 to review the 60% submittal. RS&H is in the process of doing QG next week and on the 21st of June submit the 90% design submittal. The plan is to wrap-up the design by end of August and place on the shelf until time to bid. 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.

UPCOMING EVENTS

AOPA Showcase is scheduled for August 27, 2021 and will be held at the Chantilly Air Jet Center facility.

uan E. Rivera, Director Manassas Regional Airport

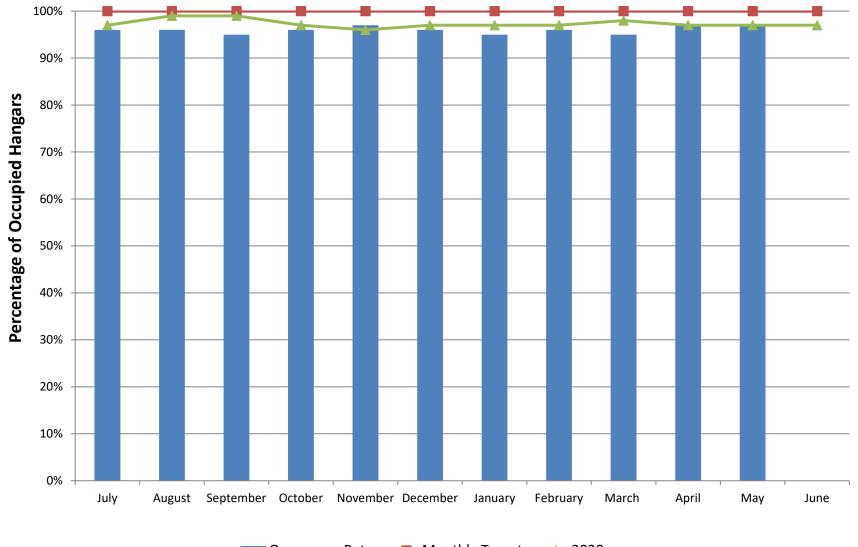
Attachments: Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates

Item 4a



FY2021 Tie-Down Occupancy Rates

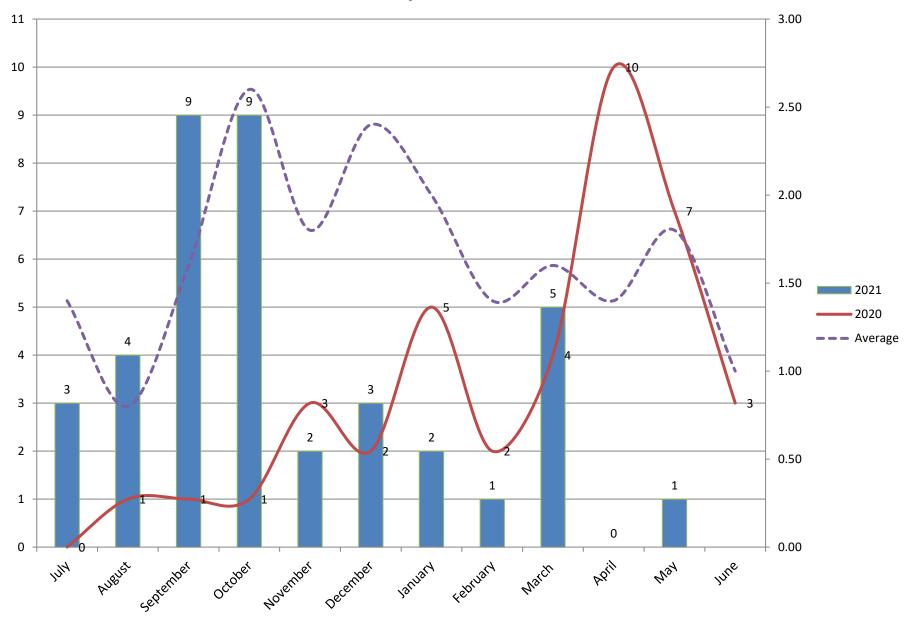
Item 4a



FY2021 Hangar Occupancy Rates

Occupancy Rate — Monthly Target — 2020

Item 4a



Noise Complaints FY 2020-2021

Item 4b

Custome	r I Customer Name	Bill Year Bill Number	Bill Due Date	Unpaid Balance	Billed Amount	Adjusted Amount	Paid Amount	30 to 60 Days Past	61 to 90 Days Past	91 to 120 Days Past	Over 120 Days Past	Interest Due	Total Due Now
36535	THOMPSON, LOREN	2021 80610	05/01/2021	\$335.00	\$335.00	\$0.00	\$0.00	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335.00
36610	FREEMAN, WALDO	2021 87410	05/01/2021	\$360.00	\$360.00	\$0.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
38127	GARCIA, MICHAEL	2021 3012410	05/01/2021	\$335.00	\$335.00	\$0.00	\$0.00	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335.00
38602	DONBUSH, KEN	2021 84210	05/01/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00
42047	AVIATION ADVENTURES LLC	2021 70710	05/01/2021	\$80.00	\$90.00	\$0.00	\$10.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00
42130	CIVIL AIR PATROL	2021 3012710	05/01/2021	\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
42215	AMERICAN HELICOPTERS INC	2021 88510	05/01/2021	\$1,716.37	\$1,716.37	\$0.00	\$0.00	\$1,716.37	\$0.00	\$0.00	\$0.00	\$0.00	\$1,716.37
42744	AMERICAN AVIATION SERVICES LLC	2021 64409	03/31/2021	\$1,072.88	\$1,716.37	\$0.00	\$643.49	\$0.00	\$1,072.88	\$0.00	\$0.00	\$0.00	\$1,072.88
42744	AMERICAN AVIATION SERVICES LLC	2021 64410	05/01/2021	\$6,159.11	\$6,159.11	\$0.00	\$0.00	\$6,159.11	\$0.00	\$0.00	\$0.00	\$0.00	\$6,159.11
42744	AMERICAN AVIATION SERVICES LLC	2021 89209	03/31/2021	\$1,140.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	2021 89210	05/01/2021	\$1,140.00	\$1,140.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SERVICES LLC	2021 3013509	05/01/2021	\$1,716.37	\$1,716.37	\$0.00	\$0.00	\$1,716.37	\$0.00	\$0.00	\$0.00	\$0.00	\$1,716.37
48268	FAA GRANTS	2021 2201	04/21/2021	\$4,593.21	\$4,593.21	\$0.00	\$0.00	\$4,593.21	\$0.00	\$0.00	\$0.00	\$0.00	\$4,593.21
69555	COMMONWEALTH AVIATION SERVICES LLC	2021 2310	05/01/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00

Revenues

Item 4b

ORG	08)	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANKRS/ADJSWTS	NEVISED BUDGET	YTO ACTUAL	AVAILABLE BUDGET	% USED
57097400	315001	Interest on Pooled Cash	0	(0	-7,830.87	7,831	100.0
57097400	315200	Leases and Rents	-2,133,220	0	-2,133,220	-2,129,540.85	-3,679	99.8
57097400	315204	Hangar Rentals	-958,790	(-958,790	-923,499.88	-35,290	96.3
57097400		Total 57097400 Use of Money & Prope	-3,092,010	C	-3,092,010	-3,060,871.60	-31,138	99.0
57097600	317510	Airport Tie-Down Fees	-70,000	(-70,000	-111,363.38	41,363	159.1
57097600	317520	Airport Fuel Flowage Fees	-233,270	(-233,270	-194,362.94	-38,907	83.3
57097600	317530	Airport Security Surcharge	-54,000	(-54,000	-46,934.92	-7,065	86.9
57097600	317535	Airport Car Rental Revenue	-20,200	(-20,200	-10,353.44	-9,847	51.3
57097600		Total 57097600 Sales & Connections	-377,470	(-377,470	-363,014.68	-14,455	96.2
57097700	318000	Miscellaneous Revenues	-2,500	(-2,500	-21,062.24	18,562	842.5
57097700	318426	Card Replacement Fees	-200	(-200	0.00	-200	0.0
57097700	318436	Legal Expense Reimbursement	-500	(-500	0.00	-500	0.0
57097700	318650	Airport Commercial Op Permit	-6,600		-6,600	-3,095.00	-3,505	46.9
57097700	318710	Cash Over/Short-Airport	0	() 0	2.96	; -3	100.0
57097700	318906	Sale of ROW/Easement	0	() 0	-45,200.00	45,200	100.0
57097700		Total 57097700 Other Local Rev-Gene	-9,800	(-9,800	-69,354.28	59,554	707.7
57097900	322071	VA State Reimbursements	-35,000	(-35,000	-5,172.12	-29,828	3 14.8
57097900		Total 57097900 State Non-Categorica	-35,000	(-35,000	-5,172.12	-29,828	3 14.8
57098200	332010	FAA Tower Rent from Fed Govt	-15,580	(-15,580	-15,576.00) -4	100.0
57098200	332011	FAA Tower Reimbursements	-25,700	(-25,700	-11,067.95	-14,632	43.1
57098200		Total 57098200 Federal Non-Categori	-41,280		-41,280	-26,643.95	-14,636	5 64.5
57099100	346500	Contr Surplus-Encumbrances	0	-46,344	-46,344	0.00	-46,344	
57099100		Total 57099100 OFS-Contribution fro	0	-46,344	-46,344	0.00	-46,344	0.0
		Revenue Total	-3,555,560	-46,344	-3,601,904	-3,525,056.63	-76,847	97.9

Expenditures

Item 4b

ORG	CEL	ACCOUNT DESCRIPTION	ORIGINAL APPROP TRANFRS/AD	156475	REVISEO BUDGET	YTD EXPENSED	ENCLIMBRANCES	AVAILABLE	NUSED
57003703	411000	Salaries and Wages	590,000	1.17	0 590,000				
57003703	411020	Board and Elections Stipends	11,700		0 11,700	1,850.00			
57003703	411075	S&W-Housing Stipend	3,200		0 3,200	0.00	0.00		
57003703	412000	S&W-On-Call	23,300		0 23,300	20,702.93	7 0.00		
57003703	416000	S&W-Overtime	25,000		0 25,000	15,323.20			
57003703	416010	Hours Worked on a Holiday	800		0 800	755.39	0.0) 45	
57003703	420000	Employee Benefits	240,000		0 240,000	0.00	0.0	240,000	0.0
57003703	420002	Deferred Compensation	0		0 (2,023.23	0.0	-2,023	100.0
57003703	420004	FICA	0		0 (37,785.64	1 0.0	-37,786	100.0
57003703	420006	Virginia Retirement System	0		0 (60,089.3	7 0.00	-60,089	100.0
57003703	420008	Group Health	0		0 (53,831,00	0.0	-53,831	100.0
57003703	420010	Worker's Compensation	0		0 0	4,967.74	4 0.0	-4,968	100.0
57003703	420012	Group Term Life Insurance	0		0 0	6,180.70	5 0.04	-6,181	100.0
57003703	420014	Long Term Disability	0		0 0	1,994.06	5 0.00	1,994	100.0
57003703	420016	Unemployment	0		0 (375.72	2 0.0	-376	100.0
57003703	420031	Car Allowance	6,030		0 6,030	5,376.9	4 0.0	653	89.2
57003703	431000	Professional Services	70,000	16,24			1,000.0	65,742	23.8
57003703	431004	Legal Fees	25,000		0 25,000				0.0
57003703	432000	Temporary Help Services	2,500		0 2,500				
57003703	433000	Maintenance Services	2,500		0 (
57003703	435000	Print Bind Photo Services	1,500		0 1,500				85.1
57003703	435000	Advertising Services	50,000	60					
57003703	439000	Other Purchased Services	18,000	8,05					
57003703	439010	Board Fees	18,000		0 (
57003703	439010	Information Technology Charges	49,850		0 49,850				
			19,260		0 19,260	,			
57003703	441005	Phones and Voicemail Charges	19,280		0 18,450	in the second second			
57003703	441045	IT GIS Mapping Charges			0 1,000				
57003703	441050	IT Purchases Mid-Year	1,000		0 46,44				
57003703	442000	Motor Vehicle Charges	46,440		0 182,050				
57003703	444000	Cost Allocation Charges	182,050		0 1,550				
57003703	447000	Radio Charges	1,550						
57003703	451001	Utilities	17,000		0 17,000				
57003703	451002	City Utility Charges	125,000						
57003703	452003	Cell Phone Charges	4,500		0 4,50	· · · · · · · · · · · · · · · · · · ·			
57003703	452007	Cable/Satellite TV Service	3,000		0 3,000				
57003703	452008	Telephone Service Charges	150		0 150				
57003703	452009	Long Distance Charges	100		0 10				
57003703	453000	Insurance	32,000		0 32,000				
57003703	454001	Operating Leases	3,500	1,60					
57003703	455001	Mileage	1,000		0 1,000				
57003703	455002	Training and Travel	12,500		0 12,50				
57003703	455005	Meeting / Business Expense	4,500		0 4,50				
57003703	458000	Dues Memberships & Other Exp	6,900		0 6,90				
57003703	461000	Office Supplies	3,500		0 3,50				
57003703	462000	Other Supplies	10,000		0 10,00				
57003703	463000	Books and Subscriptions	500		0 50				
57003703	464000	Uniforms and Safety Apparel	3,000		0 3,00	3,917.5	3 0.0		
57003703		Total 57003703 Airport Operations	1,612,780	26,50	8 1,639,28	3 1,229,469.0			
57003710	433000	Maintenance Services	55,000	8,85	5 63,85	5 53,778.4	7 810.3	4 9,266	85.5

Expenditures

57003710	471000	Equipment & Machinery Purch	25,000	0	25,000	47,315.16	0.00	-22,315 114,988	79
57003710		Total 57003710 Airport Maintenance	530,200	18,894	549,094	403,808.18	30,298.12	114,988	
		· · ·							
57003711	433000	Maintenance Services	14,000	0	14,000	213.60	0.00	13,786	1
57003711	433008	HVAC	2,500	0	2,500	0.00	0.00	2,500	0
57003711	433009	Elevator Services	3,000	0	3,000	971.25	0.00	2,029	32
57003711	433014	Elevator Inspections	1,000	105	1,105	900.00	0.00	205	81
57003711	453014	Other Supplies	3,000	0	3,000	0.00	0.00	3,000	(
	462000		Construction of the second s	105	23,605	2,084.85	0.00	21,520	5
57003711		Total 57003711 FAA Tower Nonreimbur	23,500				1.237.58	2,420	81
57003712	433000	Maintenance Services	12,000	837	12,837	9,179.77			
57003712	451002	City Utility Charges	18,500	0	18,500	11,137.00	0.00	7,363	60
57003712	451.003	Heating Fuel Oil or Gas	1,000	0	1,000	486.97	1,013.03	-500	150
57003712		Total 57003712 FAA Tower Reimbursab	31,500	837	32,337	20,803.74	2,250.61	9,283	71
	416000	S&W-Overtime	3,000	0.57	3,000	0.00	0.00	3,000	(
57003713	416000			-		5.21	0.00	2,495	i
57003713	433003	Janitorial Services	2,500	0	2,500			-1	
57003713	439000	Other Purchased Services	15,000	-8,000	7,000	5.21	0.00	6,995	(
57003713	439014	Security Services	500	0	500	0.00	0.00	500	(
				0	12,000	0.00	0.00	12,000	(
57003713	462000	Other Supplies	12,000						
57003713		Total 57003713 Airport-Special Proj	33,000	-8,000	25,000	10.42	0.00	24,990	
57003793	462000	Other Supplies	75,000	0,000	75,000	0.00	0.00	75,000	
							0.00	2	10
57003793	481001	Principal - Bonds Payable	205,560	0	205,560	205,558.29		_	
57003793	481021	Interest - Bonds Payable	34,860	0	34,860	34,853.44	0.00	7	10
57003793	492575	Transfer to Airport Capital	500,000	8,000	508,000	507,315.00	0.00	685	9
			509,160	8,000	509,160	0.00	0.00	509,160	
57003793	496004	Contrib to Net Position	•				0.00	584,853	5
57003793		Total 57003793 Airprt Capex-Finance	1,324,580	8,000	1,332,580	747,726.73	0.00	264,653	5

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AIF	PORT COMMISSION AGENDA STATEMENT
MEETING DATE:	June 17, 2021
TIME ESTIMATE:	20 minutes
AGENDA ITEM TITLE:	Presentation of the 2021 Airport Financial Plan by Davenport Public Finance.
DATE THIS ITEM WAS LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY OF ISSUE/ TOPIC:	The Airport's Financial Plan is a document that is used by both the Airport Director and the Airport Commission to assist in developing sound financial decisions regarding the Manassas Regional Airport. The Financial Plan states the Airport's Strategic Financial goals as well as demonstrates the financial state of the Airport. The Financial Plan is updated annually to reflect the prior year's financial profile, projected financial results, peer comparisons, and performance measures.
STAFF RECOMMENDATION:	Receive Presentation by Davenport Public Finance regarding the 2021 Airport Financial Plan.
DISCUSSION (IF NECESSARY):	Hard copies of the presentation will be provided to the Airport Commission at the meeting.
BUDGET/FISCAL IMPACT:	N/A
STAFF:	Juan E. Rivera, (703) 257-1882

Airport Director

Attachment

2021 Airport Financial Plan

Manassas Regional Airport (MRA)



June 17, 2021





Member NYSE | FINRA | SIPC



2	Topics for Discussion and MRA Strategic Goals
3	Economic Announcements
8	Recent News
11	Financial Profile
24	Projected Financial Results
30	Peer Comparison: Rates & Charges
33	Performance Measures
36	Observations
38	Appendix A: Existing Debt Details
40	Appendix B: Fitch Peer Review of U.S. Airports



Topics for Discussion and MRA Strategic Goals



Topics for Discussion

- Economic Announcements and Recent News
- Existing Debt Profile
- Historical Financial and Operating Trends
- Peer Comparison of Key Financial Ratios
- Projected Financial Results
- Comparative Rates and Charges
- Performance Measures
- Observations



Manassas Regional Airport (MRA) Strategic Goals

- Maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible.
- Establish hangar and tie-down fees that compare favorably with the average of the peer General Aviation airports in the region.
- Fund the Airport's Capital Program with a mixture of debt and equity in addition to available State and Federal funds.
- Continuously maintain a minimum unrestricted cash and investment balance equal to 100% of annual expenses.
- Maintain a Debt Service Coverage Ratio of no less than 1.5x.





June 17, 2021

Economic Announcements | Chantilly Air Jet Center

- Chantilly Air Jet Center's new FBO finished construction within the past year and is now fully operational.
 - The state-of-the-art \$14 Million, 90,000 square foot building features amenities such as conference rooms, pilot lounges, fitness centers, VIP waiting and screening areas, and rentable office spaces.













CAPITOL CON ETGEM 6

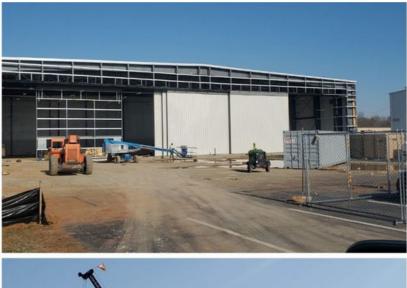
Economic Announcements | APP Jet Center



The APP Jet Center is <u>completed and available</u> for lease.

– Hangar	17,085 ft ²
- Office Space	1,302 ft ²
– Ramp	50,000 ft ²
 Construction Cost 	\$3.35 million











Source: Virginia Department of Aviation / Airports Owners and Pilots Association.

CAPITOL CON ETEM 6

Economic Announcements | Aviator Showcase Event

- The Aircraft Owners and Pilots Association released plans for two 2021 Aviator Showcase events:
 - Manassas, Virginia
 - \$20 gate fee
 - Expected attendance of 1,000
 - Fort Worth, Texas
- Planned for August 2021, the event will provide an excellent value and opportunity for aviation companies to interact with aircraft owners and pilots looking to purchase.
- The showcases are single-day (or two-day) events designed to provide new product and aircraft information to pilots, aircraft owners, and prospective buyers.
 - Provides an up-close look at products, services, technologies along with demonstrations.
 - This is the first major event for MRA post-COVID.



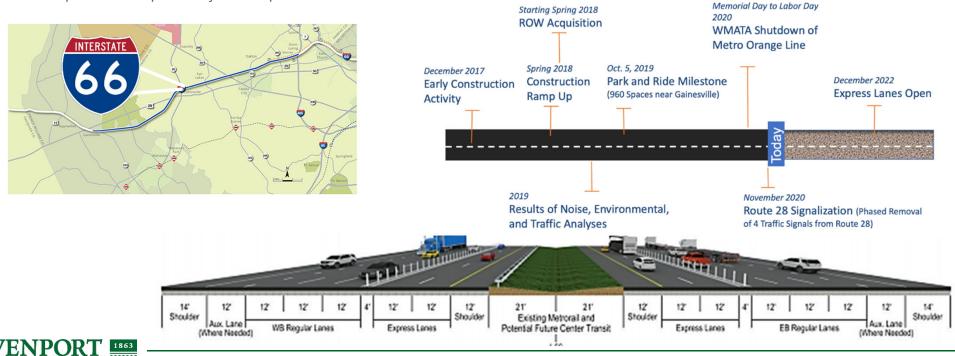


June 17, 2021

Economic Announcements | VDOT Transform 66



- The Transform 66 Outside the Beltway project will transform Northern Virginia's Interstate 66 into a multimodal corridor that is anticipated to improve ground transportation to/from MRA.
- The project is a public-private partnership between the Virginia Department of Transportation (VDOT), the Department of Rail and Public Transportation (DRPT), and private partner, I-66 Express Mobility Partners, delivering \$3.7 billion of transportation improvements in the I-66 corridor. The Express Lanes are scheduled to open in December 2022.
 - 22.5 miles of new Express Lanes alongside three regular lanes on I-66 from I-495 to University Boulevard in Gainesville.
 - More reliable and faster trips on I-66 due to dynamically-tolled Express Lanes available to solo drivers choosing to pay a toll and free to vehicles with three or more people.
 - New and improved bus service and transit routes.
 - New and expanded park and ride lots providing convenient access to the Express Lanes and more than 4,000 new park and ride spaces.
 - Eleven (11) miles of new bike and pedestrian trails, including shared-use trails along I-66 that integrate with local trails, and new crossings of I-66 to improve and expand bicycle and pedestrian routes.





Economic Announcements



Duncan Aviation

- Duncan Aviation ("Duncan") announced plans for a satellite repair station and will operate out of one of Chantilly Air Jet Center's facilities.
 - The station operating out of Chantilly Air will join Duncan's network of 19 satellite repair stations and three full-maintenance facilities located throughout the U.S., including in Nebraska, Michigan, and Utah.
 - The station will offer numerous services such as major and minor airframe inspections, engine maintenance, major retrofits for cabin and cockpit systems, full paint and interior services, and pre-owned aircraft sales and acquisitions.



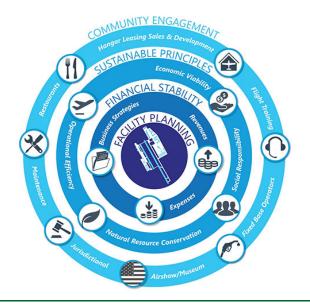




June 17, 2021

Grant Funding / MRA Master Plan Update

- The Virginia Department of Aviation (VDOA) Board awarded more than \$6.54 million to 27 airports across the Commonwealth, which will be utilized to fund approximately 40 projects.
 - Of the \$6.54 million, MRA received \$85,186 to fund replacement and restriping of its access roads and parking lots.
 - MRA has applied for a \$530,000 grant related to the design of Taxiway B rehabilitation.
- Manassas Regional Airport was also awarded an additional \$48,000 to fund its Master Plan update by the FAA.
 - Implementation of the Master Plan is estimated to begin in the Summer of 2021 and will take approximately 18-20 months to complete.
 - MRA has applied for a \$776,992 grant related to the Master Plan.



Recent News



Runway Safety Action Team (RSAT) meeting

April 8, 2021

- Manassas Control Tower held its Runway Safety Action Team (RSAT) meeting.
 - The purpose of the meeting was to bring air traffic, airport operations, and local stakeholders together to identify and mitigate risks of significant surface events at the Manassas Regional Airport.



Virtower

December 23, 2020

- Manassas Regional Airport is the first Virginia airport to partner with the company.
- Virtower is a flight tracking system that will assist the airport in tracking operations and researching noise complaints.
- The system will also help in providing the necessary statistical information to justify future projects and improvements.

virtower

Airport Operations Tracking



Recent News



Runway 16R/34L

November 25, 2020

- Runway 16R/34L officially reopened on November 25, 2020 after undergoing significant renovations and improvements.
 - The runway now has fresh pavement, new PAPI's, added airfield guidance signage, and new LED light fixtures.





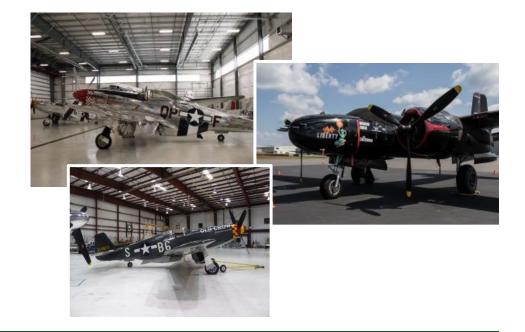


June 17, 2021

Salute to America Flyover

July 4, 2020

- On the 4th of July, Manassas Regional Airport participated in the annual Salute to America Flyover.
 - This year's salute was to the "Great Cities of the American Revolution."
 - The flyover began in Boston and proceeded to New York City, Philadelphia, Baltimore, and Washington D.C..
 - The aircrafts staged at Manassas Regional Airport included the Boeing B-17 Flying Fortress, Martin B-25 Marauder, Boeing B-29 Superfortress, among others.



FY 2022 Major Capital Projects



Taxiway A Rehabilitation

- Taxiway A, the full length taxiway located to the west of Runway 16R/34L was most recently renovated in 1999 and is in need of major pavement and electrical rehabilitation.
 - Significant electrical renovations such as the replacement of incandescent lighting and guidance signage with new LED edge lighting and signage will improve visibility for all users.
 - Additionally, there will be a mill and overlay of the existing asphalt pavement.
- Construction for the project is expected to begin in 2022.



Observation Road Relocation and Drainage Project

- In an effort to maximize the redevelopment potential for the west side of the airport, the Observation Road Relocation and Drainage Project will include:
 - Demolition of hangars and building facilities; and
 - Draining, stormwater, and grading improvements of 10 acres.
- The funding for the Development Site includes \$1.4 Million of Airport Funds and is estimated to be commence mid-Calendar Year 2022.





Financial Profile



Peer Comparatives Overview



- Moody's Investors Service currently provides investment grade⁽¹⁾ credit ratings for 70 Airports across the Country.
- Moody's rating criteria includes evaluation of certain Financial Ratios consisting of:
 - Financial Liquidity
 - Debt Service Coverage
 - Debt Burden
- While Manassas Regional Airport ("MRA" or "HEF") does not carry a formal bond rating and has historically accessed capital utilizing the City's credit, we will review several Key Financial Ratios over the following pages to show how the MRA compares relative to Airports rated by Moody's as well as a number of Non-Rated Virginia **Regional Airports.**

Financial Ratio Peer Group

- Charlottesville - Norfolk [A3]
- Leesburg - Richmond [A2]
 - Roanoke
- Newport News - Shenandoah
- Later in the presentation, we compare MRA to other airports in the region that are of similar size and service and/or are perceived as direct competitors, herein referred to as the "Rates & Charges Peer Group". Rates & Charges Peer Group
 - Culpeper

- Leesburg

1863

- Lynchburg

- Martin - Frederick - Stafford
- Hagerstown
 - Warrenton Winchester
 - ⁽¹⁾ Investment Grade includes ratings from Baa3 to Aaa



MANASSAS REGIONAL AIRPORT Your Gateway to the Nation's Capital



Source: Moody's Investors Service.

Budget vs. Actual



- In total, the FY 2020 Actual Revenues came in approximately \$239,000 higher than budgeted and Actual Expenditures came in under budget by approximately \$522,000. This consisted of variations from budgeted results with respect to the following:
- Positive Variances in Comparison to Original Budget:
 - CARES Act Funding received in the amount of \$157,000 not included in original budget.
 - Tie Down revenues came in \$36,000 higher.
 - Other Revenues came in \$66,000 higher; \$45,000 of which was related to interest earnings.
 - Wages & Benefits came in \$114,000 lower.

- Services & Supplies came in \$414,000 lower.

- Management reduced operations due to pandemic

		Α	В	С	[) = B - C	$E = D \div C$	F		G
				Approved	A	ctual Over /		Approved	Re	commended
		Actual	Actual	Budget	(U	nder) Budget	Difference	Budget		Budget
		2019	2020	2020		(\$)	(%)	2021		2022
1	Revenues									
2	Franchises & Leases	\$ 1,853,911	\$ 1,951,260	\$ 1,959,891	\$	(8,631)	-0.4%	\$ 2,148,800	\$	2,194,920
3	Hangar Rentals	963,623	985,510	989,869		(4,359)	-0.4%	958,790		958,790
4	Fuel & Security Surcharge	272,499	244,676	252,200		(7,524)	-3.0%	287,270		260,390
5	Tie Downs & Other Revenues	308,001	<u>433,918</u>	174,300		<u>259,618</u>	148.9%	<u>160,700</u>		156,000
6	Total Operating Revenues	\$ 3,398,035	\$ 3,615,365	\$ 3,376,260	\$	239,105	7.1%	\$ 3,555,560	\$	3,570,100
7										
8										
9	Expenses									
10	Wages & Benefits	\$ 732,441	\$ 737,371	\$ 852,020	\$	(114,649)	-13.5%	\$ 903,030	\$	942,330
11	Services & Supplies	677,501	590,701	1,004,630		(413,929)	-41.2%	977,100		1,215,660
12	Utilities	144,136	148,557	125,000		23,557	18.8%	142,000		147,000
13	Security	91,131	85,621	92,120		(6,499)	-7.1%	92,300		92,500
14	FAA Tower & Miscellaneous	<u>169,458</u>	<u>153,119</u>	<u>163,700</u>		<u>(10,581)</u>	-6.5%	<u>191,550</u>		<u>192,950</u>
15	Total Operating Expenses	\$ 1,814,667	\$ 1,715,369	\$ 2,237,470	\$	(522,101)	-23.3%	\$ 2,305,980	\$	2,590,440



Source: Airport Staff worksheets and Financial Statements.

Existing Debt Profile



Existing Debt Profile spuesnout \$500 \$450 \$400 \$350 \$300 \$250 \$200 \$150 \$100 \$50 \$-2023 2025 2026 2028 2030 2031 2032 2021 2022 2027 Interest Principal

Par Outstanding as of 6/30/2020

Description	Balance
Series 2014 D	\$1,140,000
Series 2016 VARF (Takeout of State & City Loans)	386,972
Total	\$1,526,972

Existing Debt Service

				10-yr Payout
FY	Principal	Interest	Total	Ratio
Totals	\$ 1,526,972	\$ 138,226	\$ 1,665,199	
2021	205,558	34,853	240,412	96.1%
2022	211,029	30,164	241,193	98.2%
2023	216,507	25,008	241,515	100.0%
2024	226,992	19,316	246,308	100.0%
2025	232,485	13,044	245,529	100.0%
2026	237,985	6,469	244,454	100.0%
2027	33,493	2,886	36,379	100.0%
2028	34,009	2,370	36,379	100.0%
2029	34,533	1,846	36,379	100.0%
2030	35,065	1,314	36,379	100.0%
2031	35,605	774	36,379	100.0%
2032	23,710	182	23,892	100.0%



Source: City CAFR and Final Numbers.



June 17, 2021

Manassas Regional Airport 14

Historical Financial Profile



					Approved	Recommended
	Actual	Actual	Actual	Actual	Budget	Budget
Fiscal Year	2017	2018	2019	2020	2021	2022
1 Revenues	2,707,481	2,991,636	3,398,035	3,615,365	3,555,560	3,570,100
2 Expenses (excludes depreciation)	<u>1,673,247</u>	<u>1,595,668</u>	<u>1,814,667</u>	<u>1,715,369</u>	<u>2,305,980</u>	2,590,440
3 Net Revenues Available for Debt Service	1,034,234	1,395,968	1,583,368	1,899,996	1,249,580	979,660
4						
5 Debt Service	407,689	<u>451,760</u>	453,410	<u>239,080</u>	240,420	241,200
6 Net Revenues After Debt Service	626,546	944,208	1,129,958	1,660,915	1,009,160	738,460
7						
8 Capital Sources	776,994	776,994	476,471	1,211,808	686,000	2,551,000
9 Capital Uses	828,748	1,258,449	705,949	1,316,332	1,200,000	4,233,000
LO Net Capital Activity	(51,754)	(481,455)	(229,478)	(104,524)	(514,000)	(1,682,000
11						
2 Reconciling Items	<u>61,353</u>	<u>109,953</u>	(444,648) (4)	<u>(195,733)</u>	<u>0</u>	<u>0</u>
13						
4 Change in Unrestricted Cash & Cash Equivalents	748,201	572,706	455,832	1,360,658	495,160	(943,540
15 Change in Restricted Cash & Cash Equivalents	108,314	<u>18,589</u>	(1,247,342) (5)	<u>0</u>	<u>0</u>	<u>0</u>
L6 Net Change in Total Cash & Cash Equivalents	856,515	591,295	(791,510)	1,360,658	495,160	(943,540
17						
8 Ending Unrestricted Cash & Cash Equivalents	5,324,393	5,897,099	6,352,931	7,713,589	8,208,749	7,265,209
L9 Ending Restricted Cash ⁽¹⁾	<u>1,228,753</u>	<u>1,247,342</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
20 Total Ending Cash & Cash Equivalents	6,553,146	7,144,441	6,352,931	7,713,589	8,208,749	7,265,209
Unrestricted Cash as % of Expenses ⁽²⁾ 21 (100% Minimum Target)	256%	288%	280%	395%	322%	2579
22 Debt Service Coverage ⁽³⁾	2.54 x	3.09 x	3.49 x	7.95 x	5.20 x	4.06

Notes:

(1) Ending Restricted Cash represent sale proceeds from the Redoubt Road property which were utilized in FY 2019 toward the pay-off of the 2004 VARF Loan and the partial prepayment of the 2016 VARF Loan.

(2) Total 'Ending' Unrestricted Fund Balance divided by (Expenses + Debt Service).

(3) 'Net Revenues Available for Debt Service' divided by 'Debt Service'.

(4) Includes the use of Unrestricted Cash of \$467,242 to pay-off the 2004 VARF Loan.

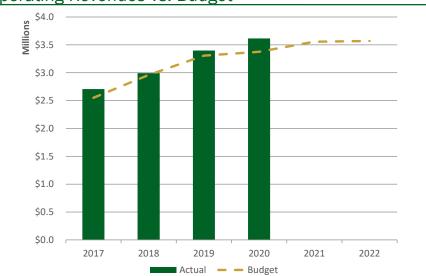
(5) Updated Amount provided by City Staff in June 2019, inclusive of interest earnings.



Source: Airport Staff worksheets and Financial Statements.

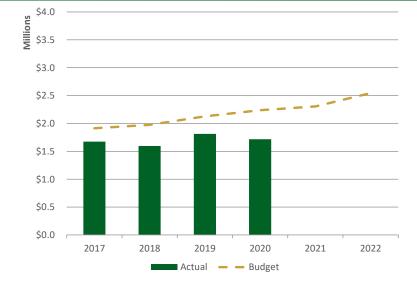
Historical Perspective: Budget to Actual

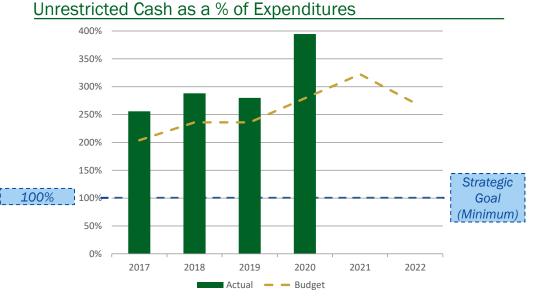




Operating Revenues vs. Budget

Operating Expenditures vs. Budget





Observations

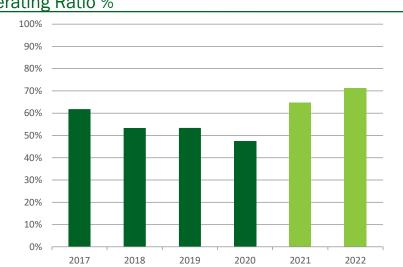
- Operating Revenues
 - MRA budgets conservatively, such that actual results approximate or come in better than budget.
- Operating Expenditures
 - Similarly, actual expenditures have come in better than budget due to conservative budgeting.
- Unrestricted Cash as a % of Expenditures
 - MRA continues to grow its Unrestricted Reserves with the goal of funding the local share of future capital needs in a strategically balanced approach (i.e., Cash vs. Debt).

Source: Airport Staff worksheets and Financial Statements.



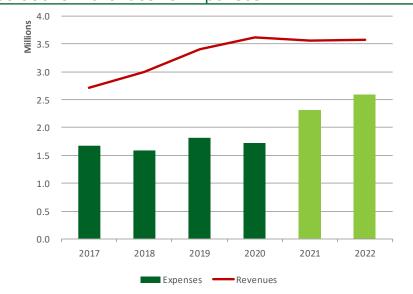
Historical Perspective: Operations



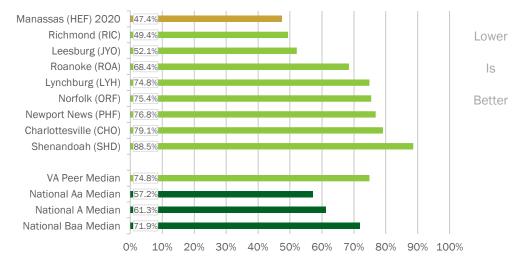


Operating Ratio %

Operations: Revenues vs. Expenses



Peer Comp: Operating Ratio %



- Definition: Operating Ratio %
 - Operating and maintenance expenses divided by total operating revenues. Operating and maintenance expenses exclude depreciation, amortization, and debt service requirements.
- MRA 2020 Calculation:
 - Operating Expenses (A): \$1,715,369
 - Operating Revenues (B): \$3,615,365
 - Operating Ratio (A÷B): 47.4%

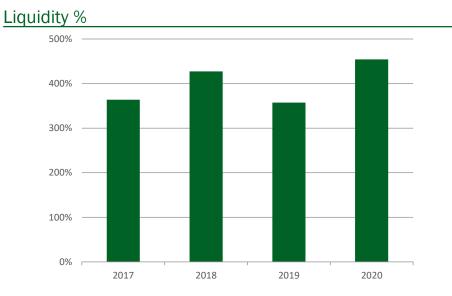
Source: Airport Staff worksheets, Financial Statements, and Moody's Investors Service (MFRA, most recent available).



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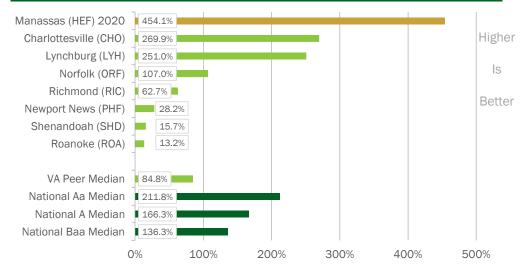
Historical Perspective: Liquidity%







Peer Comp: Liquidity %



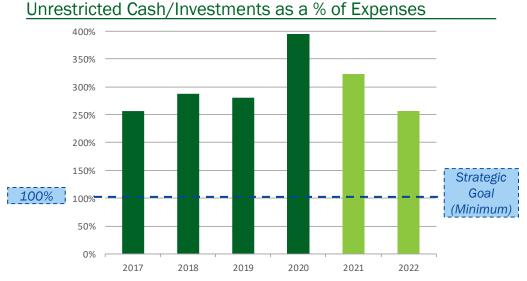
- Definition: Liquidity %
 - Liquidity % is Net Working Capital (Current Assets Less Current Liabilities) divided by Operating & Maintenance Expenses (which excludes depreciation, amortization, and debt service requirements).
- MRA 2020 Calculation:
 - Current Assets (A): \$9,075,250
 - Current Liabilities (B): \$1,285,303
 - Net Working Capital (A-B=C): \$7,789,947
 - Operating Expenses (D): \$1,715,369
 - Liquidity Ratio (C÷D): 454.1%

Source: Airport Staff worksheets, Financial Statements, and Moody's Investors Service (MFRA, most recent available).



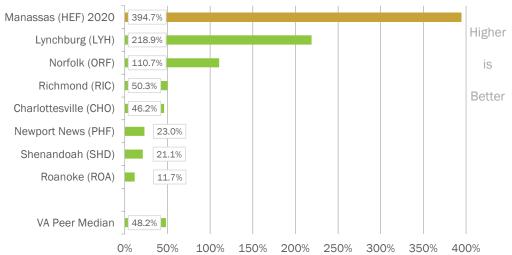
Historical Perspective: Unrestricted Cash/Investments as a % of Expenses







Peer Comp: Unrestricted Cash/Investments as a % of Expenses



- Definition: Unrestricted Cash/Investments as a % of Expenses
 - Cash includes all Unrestricted Cash, Cash Equivalents, and Investments.
 - Expenses are Operating & Maintenance Expenses (which excludes depreciation and amortization) plus debt service requirements.
- MRA 2020 Calculation:
 - Unrestricted Cash/Cash Equivalents (A): \$7,713,589
 - Expenses (B): \$1,954,449
 - Unrestricted Cash as a % of Expenses (A÷B=C): 394.7%

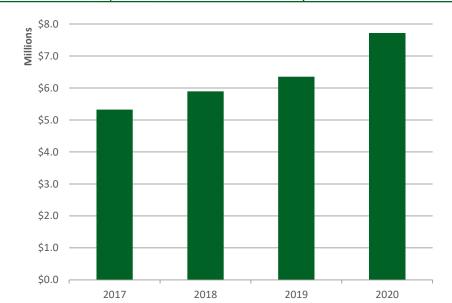
Source: Airport Staff worksheets and Financial Statements.



June 17, 2021

Historical Perspective: Fund Balance





Fund Balance / Unrestricted Cash & Equivalents



Peer Comp: Fund Balance



- Definition: Fund Balance
 - Reserve funds that are maintained for emergencies and/or discretionary use (within the limits of policy constraints).

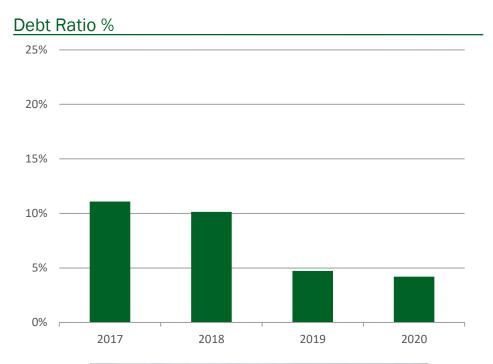
Source: Airport Staff worksheets, Financial Statements, and Moody's Investors Service (MFRA, most recent available).

DAVENPORT PUBLIC FINANCE

June 17, 2021

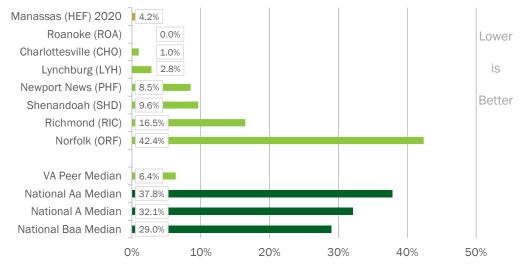
Historical Perspective: Debt Ratio %







Peer Comp: Debt Ratio %



- Definition: Debt Ratio %
 - Net funded debt divided by the sum of net fixed assets, depreciation, Passenger Facility Charge balances, and net working capital. This measures the degree of leverage of the facility.
 - Net funded debt is long-term debt plus accrued interest payable less the balance in both the Debt Service Reserve Fund and Debt Service or Sinking Fund.
- MRA 2020 Calculation:
 - Net Funded Debt (A): \$1,526,972
 - Net Fixed Assets (B): \$36,266,794
 - Debt Ratio (A÷B): 4.2%

Source: Airport Staff worksheets, Financial Statements, and Moody's Investors Service (MFRA, most recent available).

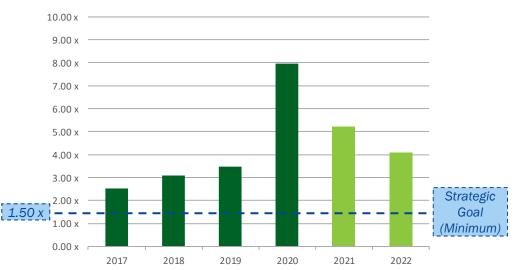


June 17, 2021

Historical Perspective: Debt Service Coverage

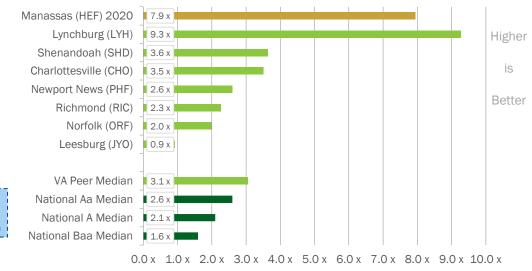


Debt Service Coverage





Peer Comp: Debt Service Coverage



- Definition: Debt Service Coverage
 - Net revenues divided by annual debt service.
- MRA 2020 Calculation:
 - Net Revenues (A): \$1,899,996
 - Debt Service (B): \$239.080
 - Coverage Ratio (A÷B): 7.9 x

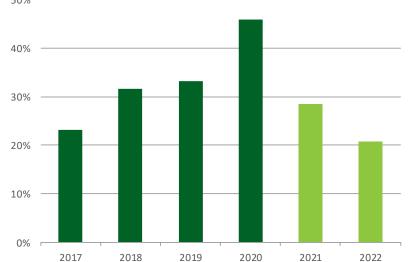
Source: Airport Staff worksheets, Financial Statements, and Moody's Investors Service (MFRA, most recent available).



Historical Perspective: Debt Service Safety Margin %

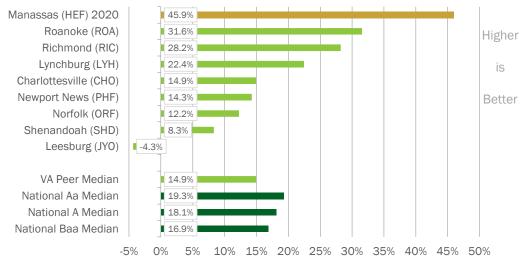








Peer Comp: Debt Service Safety Margin %



- Definition: Debt Service Safety Margin %
 - Net revenues less principal and interest requirements for the year divided by gross revenue and income.
 - This ratio measures the percentage revenues can decline and still maintain 1.0x coverage of debt service.
- MRA 2020 Calculation:
 - Net Revenues (A): \$1,899,996
 \$1,899,996
 - Debt Service (B): \$239,080
 - Gross Revenue (C): \$3,615,365
 - Debt Safety
 Margin Ratio ([A-B]÷C): 45.9%

Source: Airport Staff worksheets, Financial Statements, and Moody's Investors Service (MFRA, most recent available).





Projected Financial Results



Capital Improvement Program



		Project ID #	2021	2022	2023	2024	2025	2026	Future Years ⁽¹⁾	Total Project
1	Uses:									
	Air Traffic Control Tower	A-030	-	-	-	-	-	-	8,600,000	8,600,000
3	Realignment of Wakeman Drive & Observation Road	A-033	-	-	-	-	-	-	3,850,000	3,850,000
	Land Acquisition Southwest Side of Airport	A-034	-	-	-	-	-	-	3,000,000	3,000,000
5	Fuel Farm Upgrade	A-045	-	-	-	-	-	-	550,000	550,000
6	Taxiway A Rehabilitation with Lighting System Upgrades	A-069	250,000	2,550,000	-	-	-	-	-	2,800,000
7	North East Apron Expansion	A-072	-	-	-	-	-	-	2,200,000	2,200,000
8	Rehabilitate/Widen Taxiway B with Lighting System Upgrade	A-074	450,000	-	4,845,000	-	-	-	-	5,295,000
9	Terminal Parking Lot Expansion	A-076	-	-	-	-	-	-	1,100,000	1,100,000
10	Midfield Ditch Restoration	A-082	-	65,000	-	250,000	-	-	-	315,000
11	Installation of Backup Generators	A-085	-	-	-	-	-	-	550,000	550,000
12	West Corporate Development Site / Drainage Improvements	A-087	500,000	1,400,000	-	-	-	-	-	1,900,000
13	Rehabilitation of Runway 16L/34R	A-091	-	-	600,000	-	5,000,000	-	-	5,600,000
14	Upgrade and Replace 16L/34R Lighting System	A-092	-	-	-	-	-	-	-	-
15	East Apron Rehabilitation	A-093	-	-	-	-	250,000	-	3,500,000	3,750,000
16	Runway 16L/34R Extension	A-094	-	-	-	-	-	-	3,775,000	3,775,000
17	Taxiway B Lighting System Upgrades	A-095	-	-	-	-	-	-	-	-
18	Environmental Assessment for Master Plan Projects	A-096	-	-	-	250,000	-	-	-	250,000
19	South East Airport Complex Site Development	A-097	-	-	-	-	-	400,000	7,300,000	7,700,000
20	South West Hangar Redevelopment	A-098	-	-	-	-	-	200,000	-	200,000
21	Other Miscellaneous Projects funded by Airport Operations ⁽²⁾		-	218,000	-	-	-	-	-	218,000
22	Total Uses		1,200,000	4,233,000	5,445,000	500,000	5,250,000	600,000	34,425,000	51,653,000
23										
24	Sources:									
25	Enterprise Funds / Operations		514,000	1,682,000	108,000	55,000	105,000	48,000	1,170,000	3,682,000
26	State		56,000	256,000	436,000	220,000	420,000	192,000	3,243,000	4,823,000
27	Federal		630,000	2,295,000	4,901,000	225,000	4,725,000	360,000	21,412,000	34,548,000
28	Other		-	-	-	-	-	-	-	-
29	TBD ⁽¹⁾		-	-	-	-	-	-	8,600,000	8,600,000
30	Total Sources		1,200,000	4,233,000	5,445,000	500,000	5,250,000	600,000	34,425,000	51,653,000

Notes:

(1) Future Year activity assumed to be spent equally over FY2027 – 2031. Given the uncertainty over timing and funding sources related to the Air Traffic Control Tower, this project has been excluded from the financial projections.

(2) Not included in the Proposed FY 2022 CIP Budget document.



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* Please note: The listing of projects shown above reflects new capital improvement activity. Ongoing maintenance projects are included under operating expenses in the Airport's financial projections.

Source: CIP Budget documents.

Historical & Projected Growth Rates



					Actual	Actual	Avg. Growth	Approved	Recommended	Projected	Projected
	Actual	Actual	Actual	Actual	2020	2020	2016	Budget	Budget	2023	2025
Fiscal Year	2016	2017	2018	2019	(%)	(\$)	2020	2021	2022	2024	2028
1 Revenues											
2 Franchises & Leases	1,637,675	1.6%	-8.7%	22.0%	5.3%	1,951,260	5.0%	2,148,800	2,194,920	2.5%	3.0%
3 Hangar Rentals	349,196	76.7%	54.1%	1.4%	2.3%	985,510	33.6%	958,790	958,790	2.5%	3.0%
4 Fuel & Security Surcharge	271,128	4.5%	-4.4%	0.6%	-10.2%	244,676	-2.4%	287,270	260,390	2.5%	3.0%
5 Tie Downs & Other Revenues	194,671	-26.0%	74.2%	22.7%	40.9%	433,918	28.0%	160,700	156,000	2.5%	3.0%
6 Total Operating Revenues	2,452,670	10.4%	10.5%	13.6%	6.4%	3,615,365	10.2%	3,555,560	3,570,100	2.5%	3.0%
7											
8											
9 Expenses											
0 Wages & Benefits	715,818	8.8%	-8.8%	3.1%	0.7%	737,371	0.9%	903,030	942,330	4.0%	4.0%
1 Services & Supplies	438,125	28.8%	-7.5%	29.8%	-12.8%	590,701	9.6%	977,100	1,215,660	4.0%	4.0%
2 Utilities	100,762	8.9%	24.4%	5.6%	3.1%	148,557	10.5%	142,000	147,000	4.0%	4.0%
.3 Security	84,671	0.8%	1.7%	4.9%	-6.0%	85,621	0.4%	92,300	92,500	4.0%	4.0%
4 FAA Tower & Miscellaneous	110,372	22.1%	3.7%	21.3%	-9.6%	153,119	9.4%	191,550	192,950	4.0%	4.0%
5 Total Operating Expenses	1,449,748	15.4%	-4.6%	13.7%	-5.5%	1,715,369	4.8%	2,305,980	2,590,440	4.0%	4.0%





Notes:

(1) Franchises and Leases have been combined due to similar growth parameters within their contracts; while Hangar Rentals have been segregated for purposes of this analysis.



Source: Airport Staff worksheets.

Pro Forma Results



	Approved	Recommended						
	Budget	Budget	Projected	Projected	Projected	Projected	Projected	Projected
Fiscal Year	2021	2022	2023	2024	2025	2026	2027	2028
1 Revenues	3,555,560	3,570,100	3,659,353	3,750,836	3,863,361	3,979,262	4,098,640	4,221,599
2 Expenses (excludes depreciation)	2,305,980	2,590,440	2,694,058	2,801,820	2,913,893	3,030,448	3,151,666	3,277,733
3 Net Revenues Available for Debt Service	1,249,580	979,660	965,295	949,016	949,469	948,814	946,974	943,866
4								
5 Existing Debt Service	240,420	241,200	241,515	246,308	245,529	244,454	36,379 ⁽⁴⁾	36,379
6 Proposed Debt Service	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
7 Total Debt Service	240,420	241,200	241,515	246,308	245,529	244,454	36,379	36,379
8								
9 Net Revenues After Debt Service	1,009,160	738,460	723,780	702,708	703,939	704,360	910,595	907,487
.0								
.1 Capital Sources ⁽¹⁾	686,000	2,551,000	5,337,000	445,000	5,145,000	552,000	4,931,000	4,931,000
.2 Capital Uses	1,200,000	4,233,000	5,445,000	500,000	5,250,000	600,000	5,165,000	5,165,000
.3 Net Capital Activity	(514,000)	(1,682,000)	(108,000)	(55,000)	(105,000)	(48,000)	(234,000)	(234,000)
_4								
.5 New Bonds Issued ⁽¹⁾ / Use of Reserves	0	0	0	0	0	0	0	0 (1
.6 Retirement of Existing Loans/Debt	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
7 Net Financing Activity	0	0	0	0	0	0	0	0
.8								
9 Change in Unrestricted Cash & Cash Equivalents	495,160	(943,540)	615,780	647,708	598,939	656,360	676,595	673,487
20 Change in Restricted Cash & Cash Equivalents	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
21 Net Change in Total Cash & Cash Equivalents	495,160	(943,540)	615,780	647,708	598,939	656,360	676,595	673,487
22								
23 Ending Unrestricted Cash & Cash Equivalents	8,208,749	7,265,209	7,880,989	8,528,697	9,127,637	9,783,997	10,460,591	11,134,078
24 Ending Restricted Cash	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
25 Total Ending Cash & Cash Equivalents	8,208,749	7,265,209	7,880,989	8,528,697	9,127,637	9,783,997	10,460,591	11,134,078
26 Unrestricted Cash as % of Expenses ⁽²⁾	322%	257%	268%	280%	289%	299%	328%	336%
27 Debt Service Coverage ⁽³⁾	5.20 x	4.06 x	4.00 x	3.85 x	3.87 x	3.88 x	26.03 x	25.95 x

Notes:

(1) Capital Sources and Uses in FYs 2027 and 2028 reflect Future Years' CIP spent equally over FY 2027 through FY 2031. Additionally, Capital Sources excludes the Air Traffic Control Tower estimated at \$8.6 Million due to the uncertainty of funding sources in the future related to this project.

(2) Total 'Ending' Fund Balance divided by (Expenses + Debt Service).

(3) 'Net Revenues Available for Debt Service' divided by 'Debt Service'.

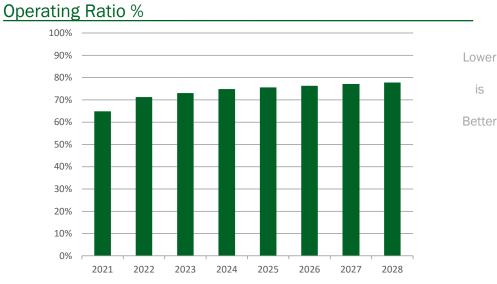
(4) The 2014D Loan is paid off in FY 2026, so the 2016 VARF Loan is the only remaining debt outstanding with FY 2027 debt service of \$36,379.



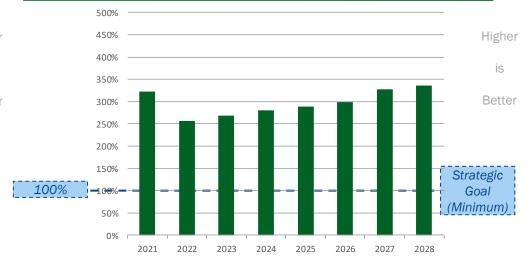
Source: Airport Staff worksheets.

Projected Key Ratios

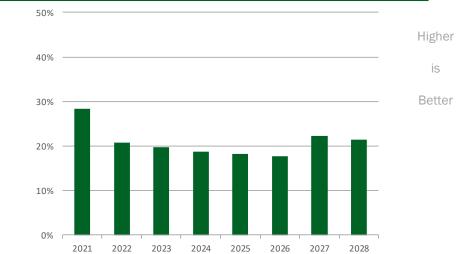




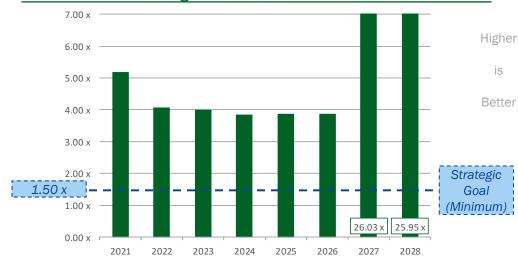
Unrestricted Cash/Investments as a % of Expenses



Debt Service Safety Margin %



Debt Service Coverage







Debt and Cash Capital Capacity Over 5-Year Period (FY 2022-2026)

		Aggressive				Conservative
		U	S			
		100%	125%	150%	175%	200%
D	1.00 x	14,388,714	13,340,119	12,291,524	11,242,929	10,194,334
	1.25 x	12,621,325	11,631,941	10,642,557	9,653,173	8,663,789
N Q	1.50 x	11,196,715	10,280,960	9,365,204	8,449,448	7,533,693
Co	1.75 x	10,105,061	9,211,902	8,318,742	7,425,583	6,532,424
	2.00 x	9,286,451	8,410,236	7,534,022	6,657,807	5,781,592
	Debt Service Coverage	Dept Service x 00.1 x 1.25 x 2.0 C 0 verage C 0 verage x 1.75 x	U 100% 1.00 x 14,388,714 1.25 x 12,621,325 1.50 x 11,196,715 1.75 x 10,105,061	Interstricted Cash, 100% 125% 1.00 x 14,388,714 13,340,119 1.25 x 12,621,325 11,631,941 1.50 x 11,196,715 10,280,960 1.75 x 10,105,061 9,211,902	Unrestricted Cash/Investments as 100% 125% 150% 1.00 x 14,388,714 13,340,119 12,291,524 1.25 x 12,621,325 11,631,941 10,642,557 1.50 x 11,196,715 10,280,960 9,365,204 1.75 x 10,105,061 9,211,902 8,318,742	Investricted Cash/Investments as a % of Expense 100% 125% 150% 175% 1.00 x 14,388,714 13,340,119 12,291,524 11,242,929 1.25 x 12,621,325 11,631,941 10,642,557 9,653,173 1.50 x 11,196,715 10,280,960 9,365,204 8,449,448 1.75 x 10,105,061 9,211,902 8,318,742 7,425,583

* Blue denotes MRA's Debt and Cash funded Capital Capacity over a 5-Year Period (FY 2022-2026) based upon the Airport's selected Strategic Goal Minimums.

- The analysis above assumes MRA utilizes a combination of debt and cash reserves to fund additional capital projects while still meeting key financial benchmarks.
- Debt is assumed to be issued at 5% with a 20-Year level payment structure.
- The Airport established minimum Strategic Goal Minimums as follows:
 - 1.50x Debt Service Coverage; and
 - 100% Unrestricted Cash/Investments as a % of Expense.



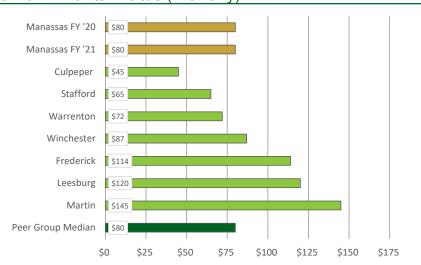




Peer Comparison: Rates & Charges



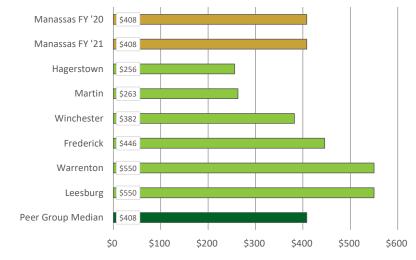




Tie-Down Rental Rates (Monthly)



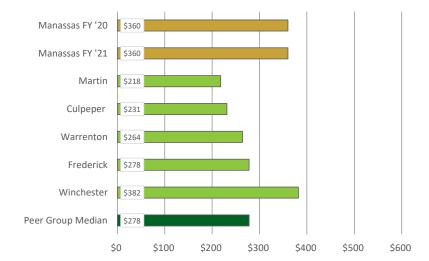
42' Hangar Rental Rates (Monthly)



Note: MRA Regular Unit rate shown above; not End Unit.



40' Hangar Rental Rates (Monthly)



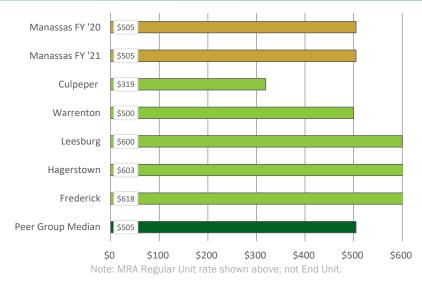
45' Hangar Rental Rates (Monthly)



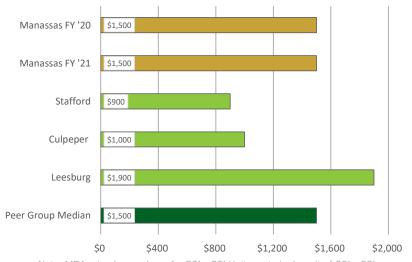
Source: Airport Staff worksheets.



48' Hangar Rental Rates (Monthly)



60' Hangar Rental Rates (Corporate Monthly)



Note: MRA rate shown above for 50' x 60' Units; not single unit of 60' x 60'.







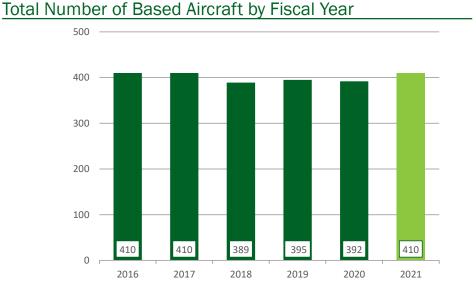
Source: Airport Staff worksheets.



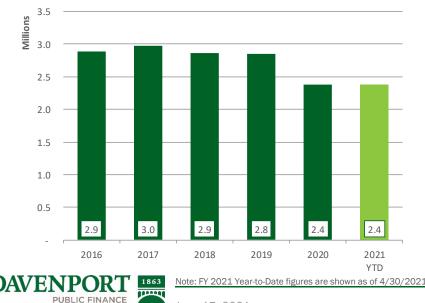
Performance Measures



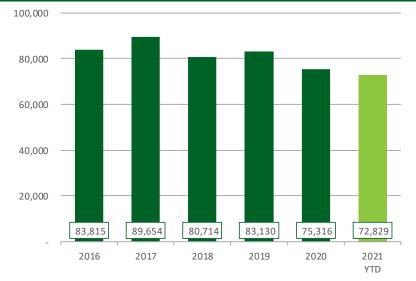




Fuel Flowage (Gallons Per Year) by Fiscal Year



Aircraft Operations (Take Offs & Landings) by Fiscal Year



As it relates to CY 2020 Aircraft Operations

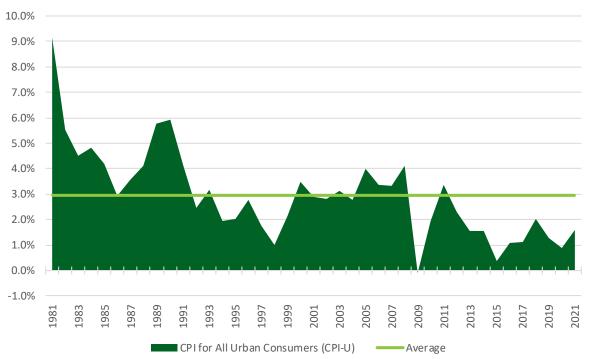
- After a spring hampered by the pandemic, Manassas Regional Airport saw traffic return over the summer.
 - Total aircraft operations were at their lowest in April at 2,694, nearly 5,000 fewer than in April 2019.
 - Activity stepped up in June, when the airport saw aircraft operations of 6,842, just 1,000 below June of 2019.
- Much of the airport's resurgence in traffic was due to chartered flights.

Source: Provided by Airport Staff.

Consumer Price Index | 40 Year Trend



- MRA uses the Consumer Price Index (CPI) for the Northern Virginia (NOVA) region as the basis for setting the escalation clause in its long-term agreements.
- The chart below illustrates the annual change in CPI over the past 40 years in NOVA.
 - The change has ranged from -0.1% to as high as 9.2%.
 - The CPI for NOVA has averaged 2.9%.



Change in CPI for All Urban Consumers (1981 to 2021)



Source: Bureau of Labor Statistics, CPI for All Urban Consumers (CPI-U), Washington-Arlington-Alexandria, DC-VA-MD-WV



Observations



Observations | **Performance**

- MRA's financial performance has outperformed projections and budget estimates, which has resulted in a stronger financial profile and kept the Airport above its Strategic Goal Minimums with respect to Cash Reserves and Debt Service Coverage Ratio.
 - Unrestricted Cash as a % of Expenses have grown from 256% in FY 2017 to 395% in FY 2020 and is projected to remain above its 100% strategic minimum goal for the foreseeable future, even with a drawdown for CIP purposes in FY 2022.
 - Debt Service Coverage remains well above the 1.50x minimum strategic goal and is projected to be strong over the upcoming years.
 The natural step-down in existing debt service after FY 2026 will provide MRA potential capacity for future debt.
- Although Aircraft Operations and Fuel Flowage were impacted in FY 2021 due to the pandemic, the Airport's Revenues were fairly well insulated due to strong contractual relationships and management's ability to control (reduce) operating expenses.
- MRA compares favorably to its Financial Ratio (State and National) Peer Group as well as its Rates and Charges Peer Group.
 - Key Financial Ratios are strong; and
 - Tie-Down and Hangar Rental Rates are in line with regional peer airports.
- The Airport's projected CIP is predominately funded from State and Federal sources.
 - However, the Airport plans to use approximately \$1.4 Million in FY 2022 for the Observation Road Relocation and Drainage Project.
 - Based upon current reserves and growth assumptions included in the financial forecast, MRA has between \$5.7 Million and \$14.4 Million of capacity to fund additional capital projects depending upon how it manages itself relative to Key Financial Benchmarks.
 - With respect to the Air Traffic Control Tower project identified in the "future years", the actual timing and available funding sources (i.e., grants, operations, debt) may have an impact on future capacity.













Existing Debt Details





Series 2014 D	(Refunded part o	f 2005 C's)		
FY	Coupon	Principal	Interest	Total
Total		1,140,000	101,136	1,241,136
2021	2.250%	175,000	29,033	204,033
2022	2.500%	180,000	24,814	204,814
2023	2.625%	185,000	20,136	205,136
2024	2.850%	195,000	14,929	209,929
2025	3.000%	200,000	9,150	209,150
2026	3.000%	205,000	3,075	208,075
2027				-
2028				-
2029				-
2030				-
2031				-
2032				-

Series 2016 VARF (Takeout of State & City Loans)

	\			
FY	Coupon	Principal	Interest	Total
Total		386,972	37,091	424,063
2021	1.5344%	30,558	5,821	36,379
2022	1.5344%	31,029	5,350	36,379
2023	1.5344%	31,507	4,872	36,379
2024	1.5344%	31,992	4,387	36,379
2025	1.5344%	32,485	3,894	36,379
2026	1.5344%	32,985	3,394	36,379
2027	1.5344%	33,493	2,886	36,379
2028	1.5344%	34,009	2,370	36,379
2029	1.5344%	34,533	1,846	36,379
2030	1.5344%	35,065	1,314	36,379
2031	1.5344%	35,605	774	36,379
2032	1.5344%	23,710	182	23,892





Source: City CAFR and Final Numbers.

DAVENPORT

PUBLIC FINANCE



Appendix B



Fitch Peer Review of U.S. Airports

(Attribute Assessments, Metrics and Ratings)

December 14, 2020



Item 6

Peer Review of U.S. Airports

Attribute Assessments, Metrics and Ratings

Project Finance & Global Intrastructure Airports United States

Peer Review of U.S. Airports

Attribute Assessments, Metrics and Ratings

Related Research

U.S. Airports – 2020 Fitch Analytical Comparative Tool (FACT) (December 2020) Fitch Ratings 2021 Outlook: U.S. Transportation Infrastructure (December 2020) US Airports & Toll Roads Traffic Monitor (December 2020)

Fitch Updates its U.S. Transportation Sector Coronavirus Assumptions (Varying Coronavirus Effects Necessitate Revisions to Forecast Recovery Assumptions) (November 2020)

North American Aviation Update: Airports and Airlines (A Tepid Recovery Raises Industry Risk Profile Despite Defensive Measures) (September 2020)

Coronavirus Stress Testing: U.S. International Gateway and Primary Hub Airports (Franchise Strength and Liquidity Offset Downside Stresses, Terminal Projects More Exposed) (June 2020)

Coronavirus Stress Test: U.S. Large Airports and Concentrated Hubs (Resilient Assets with Moderate Fiscal Pressures Under Stress Scenarios) (June 2020)

Coronavirus Stress Test: U.S. Regional Airports (Risks More Acute to Smaller Regional Airports Under Downside Scenarios) (June 2020)

Coronavirus Stress Test U.S. Airports' Special Revenue Bonds (Limited Revenue Pledge May Pose Elevated Risk Should Traffic Downturn Persist) (June 2020)

Related Criteria

Airports Rating Criteria (October 2020)

Infrastructure and Project Finance Rating Criteria (March 2020)



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Project Finance & Global Infrastructure Airports United States

Overview

The *Peer Review of U.S. Airports* is an annual, point-in-time assessment of Fitch-rated airports, including airport car rental credits, and highlights their operating and financial performance. These benchmarks are used for determining attribute assessments.

The report utilizes nine statistics and ratios that are calculated from the fiscal 2019 annual audited financial statements or from supplemental data received directly from the airport, as well as circumstances unique to the credit. Fitch Ratings seeks to highlight these metrics in the reports and press releases published during the rating process for the benefit of the reader.

Most rating actions taken since last year's peer review, published in November 2019, were negative rating actions related to the coronavirus pandemic. Please refer to *Appendix D* for a full listing of public monitored ratings and attribute assessments. Fitch's forward-looking rating case leverage metric — year-five net debt/cash flow available for debt service (CFADS) — incorporates the significant drop in enplaned passengers in 2020.

The drop is due to the pandemic and Fitch's recovery assumptions. Fitch's rating case assumptions are detailed in Coronavirus Stress Testing: U.S. International Gateway and Primary Hub Airports (Franchise Strength and Liquidity Offset Downside Stresses, Terminal Projects More Exposed) (June 2020); Coronavirus Stress Test: U.S. Large Airports and Concentrated Hubs (Resilient Assets with Moderate Fiscal Pressures Under Stress Scenarios) (June 2020); Coronavirus Stress Test: U.S. Regional Airports (Risks More Acute to Smaller Regional Airports Under Downside Scenarios) (June 2020); and Coronavirus Stress Test U.S. Airports' Special Revenue Bonds (Limited Revenue Pledge May Pose Elevated Risk Should Traffic Downturn Persist) (June 2020).

The medians in this report are presented by the following methods: rating category, Federal Aviation Administration (FAA) classification, airport type and geographic region. In coordination with this peer study, Fitch also publishes the *Fitch Analytical Comparative Tool*, which looks at key credit metrics of individual airports and provides peer analysis of multiple airport credits, as well as an interactive airport map tool with ratings and key metrics.

In this report, a separate section is included to show the key risk factor table and a comparison of operating and financial metrics for Fitch-rated airport car rental credits (See *Appendices J* through *L*).

Key Rating Drivers

Fitch's rating criteria for airports identifies five key rating drivers implicit in all airport revenue bond and airport rental car ratings: the resiliency of passenger volume (volume); the strength and competitiveness of the airport's contractual framework with its airline partners and other commercial operators (price); the airport's approach to maintaining and improving its infrastructure base (infrastructure development and renewal); the financial risk associated with the capital structure (debt structure); and financial summary.

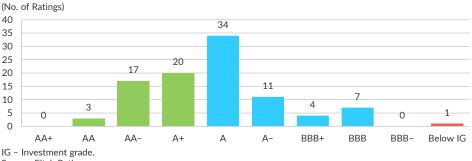
For the first four rating drivers, Fitch assesses attributes as being "stronger," "midrange" or "weaker." Qualitative assessments are informed by quantitative metrics that are examined based on their projected evolution, not simply a point-in-time calculation. The fifth key rating

driver, financial summary, considers leverage, liquidity and debt service coverage in the context of the overall risk profile determined by the review of the other key rating drivers. Metrics are shown and evaluated both by the rating category and across the sector (see appendices).

Comparability of Ratings

Attribute assessments help frame an airport's credit rating and provide a standard way of comparing U.S. airports, as well as comparing them with other infrastructure assets, both domestically and across the globe. This report seeks to highlight changes in ratings and attribute assessments over the prior 12 months. The chart below shows Fitch's U.S. rated airports. Please refer to *Appendix D* for a full listing of the airports and attribute assessments as of the date of this publication.

U.S. Airports Rating Distribution



Source: Fitch Ratings.

Performance Highlights

Rating Activity

Since the 2019 publication of the peer report through March 1, 2020, Fitch took two positive rating actions at two airports to general airport revenue debt-lien obligations. Fitch upgraded the rating of one airport, New Orleans. Fitch also revised the Outlook of one airport, Birmingham, AL, prior to the start of the pandemic, but since revised the Outlook to Negative.

A new subordinate-lien rating was assigned to Nashville, TN in conjunction with the issuance of the series 2019A and 2019B bonds under the new master subordinate resolution. No rating downgrades occurred to bonds secured by general airport revenues during the period between the publication of the 2019 peer review and March 1, 2020.

At the onset of the pandemic, Fitch placed the majority of airport and airport car rental credits on Negative Outlook or Rating Watch Negative. Fitch previously maintained or assigned a Positive Outlook to the following five airports before the onset of the pandemic in March 2020 – Birmingham, AL, Houston, Miami, Rhode Island (Providence) and Orlando. The Positive Outlooks were subsequently revised to Negative to reflect the very weak operating

environment for U.S. aviation and uncertainties regarding the timing and magnitude of recovery.

Fitch downgraded the ratings of two airport terminal projects located at New York's John F. Kennedy International Airport – JFK International Air Terminal Four (IAT) and Terminal One Group Association, L.P. (TOGA). TOGA was downgraded to 'BBB' from 'A-', and IAT was downgraded to 'BBB' from 'BBB+'.

Fitch maintained Stable Outlooks at five airport car rental credits — Charlotte, NC, Hawaii Department of Transportation, Houston, Massport (Boston-Logan) and Miami MIC (FDOT), reflecting the meaningfully strong coverage levels or project reserves to support debt service even through a significant downturn in rental transactions.

Three airport lien ratings were removed due to the defeasance or maturity of Fitch-rated debt – Albany, NY, Albuquerque, NM and Pittsburgh (Allegheny County). One airport lien rating – Harrisburg, PA – was withdrawn due to the lack of sufficient information to maintain an accurate risk assessment.

The 'A' category continues to be the most dominant rating level for U.S. airports, indicating the sector's resilience despite ever-evolving conditions and event-driven challenges derived from general economic factors and the airline industry.

Summary of Changes to Attribute Scores

Fitch revised a total of five key risk factor attribute scores over the prior 12 months. TOGA's Revenue Risk – Price assessment was lowered to midrange from stronger, reflecting the reduced flexibility to recover costs given the lack of liquidity in the current operating environment. The only positive change to the Revenue Risk – Price assessment was assigned to Raleigh, NC, which improved to stronger from midrange to reflect better cost recovery through the flexible ordinance-based rate-setting framework.

One airport terminal project, JFK IAT, was assigned a lower assessment to the Debt Structure risk factor, reflecting the more limiting structural features associated with the series 2020 issuance.

Miami International Airport's assessment for Infrastructure Renewal/Development was revised downward to midrange from stronger, reflecting the updated, upsized capital program and future borrowing needs. The only positive adjustment to the Infrastructure Renewal/Development assessment was assigned to New Orleans, which improved to stronger from midrange to reflect the successful completion of a new terminal and minimal future capital needs.

Medians

In this report, Fitch presents operational and financial medians in multiple forms, including rating category, FAA hub-type designation, airport role type and geographic region. The data included for medians incorporates enplanement levels, largest carrier share, O&D share, cost per enplanement (CPE), days cash on hand (DCOH), debt service coverage ratio (DSCR),

current and future net debt/cash flow available for debt service (CFADS) and gross debt/total enplanements.

Fitch also compares medians for 2019 data with comparable information for the prior year. Rating actions from one rating category to another (i.e. a 'BBB' category airport to an 'A' category) can have significant influence on medians on a year-to-year basis. With the exception of Fitch's forward-looking rating case leverage metric, the calculated medians only reflect fiscal 2019 data and do not reflect pandemic-related impacts.

Prior to the onset of the pandemic, Fitch observed positive movements in enplanement sizes, DSCR, leverage and liquidity for the entire Fitch-rated U.S. airport portfolio. Otherwise, there were generally flat or minimal changes to largest carrier concentration, O&D composition and total debt/enplanements across U.S airports.

The highest-rated airports in the 'AA' category have, in most cases, the largest enplanement bases, more diverse airline market shares and more robust liquidity metrics. Medians for these airports, which reflect fiscal 2019 data, have been stable or generally moving in a positive direction.

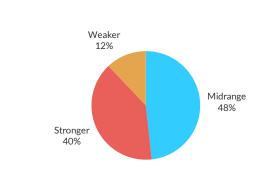
FAA medium- and large-hub airports have comparable single-airline concentration, yet the large-hub airports also have the highest CPE and leverage metrics compared with both medium- and small-hub airports. This is not surprising, as in many cases these airports are major domestic hubs or serve a larger international traffic base. As a result, they have a larger cost base, including debt financings, to support infrastructure needs. Small-hub airports have a similar CPE median to medium hubs, but with the lowest leverage metrics.

International gateway and hub airports have the largest enplanement bases, but also stand out with the highest medians for CPE and debt/total enplanements. CPEs for international gateways remain elevated, as costs associated with capital programs are incorporated into the aeronautical charges. Regional airports have the highest O&D share of traffic, and lower CPEs and leverage metrics.

Coronavirus Pandemic

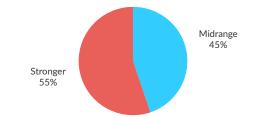
Looking ahead to the fiscal 2020 profile of airports, Fitch anticipates a high degree of changes to most metrics due to the severity of decline in passenger levels and airport revenues, as well as the timing of fiscal year-end (FY) periods that are staggered at different points over the course of a calendar year. Those with FYs ending either March 31 or June 30 will see less impacts to metrics compared to other airports with FYs ending Sept. 30 or Dec. 31.

Further, Fitch expects key credit metrics to be affected by the manner in which an airport applies its allocations of CARES Act funds, the use of refinancings to restructure debt service payments, other defensive measures to reduce operating costs and the application of unencumbered fund balances to offset revenue losses or deferrals from airlines or other commercial tenants.



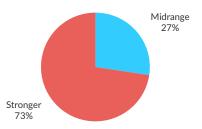
Attribute Assessment Distributions – U.S. Airports

Infrastructure Renewal



Source: Fitch Ratings.

Debt Structure

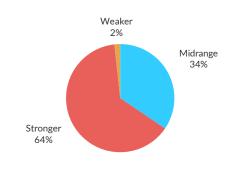


Source: Fitch Ratings.





Volume



Source: Fitch Ratings.

Project Finance & Global Infrastructure Airports United States

Conclusion

The airport rating criteria provide a structured analytical approach with a focus on five key rating drivers. Fitch conducted a detailed portfolio review of its rated U.S. airports and consolidated rental car facilities (CONRACs) to determine attribute assessments for each category. As noted in the analysis above, the assessments in most categories were predominantly stronger or midrange, which is consistent with generally strong credit characteristics, and therefore results in investment-grade rating levels for most airport credits in the U.S.

Fitch will assign attribute assessments for each new airport rating and will similarly monitor existing attribute assessments as part of its ongoing rating surveillance. Attribute assessments are published in Fitch's rating action commentary for each airport. To the extent that an adjustment to an existing assessment is determined to be appropriate, Fitch likewise publishes the change as part of its rating action commentary. In some cases, attribute assessment adjustments may lead to rating actions, depending on the underlying reasons for the change and the relative significance of the attribute being adjusted.

For a detailed description of the attribute drivers, see Appendix A for Airports and Appendix J for CONRACs; for attribute assessments, see Appendix D for airports and Appendix K for CONRACs; and for key statistics by airport, see Appendices F-I for airports and Appendix L for CONRACs.

Medians Are Not Targets

While the peer study includes median calculations for financial ratios by rating category, these should not be construed as targets for specific ratios or ratings. The medians reflect a single point in time, and rating changes of individual airports alone may affect medians based on rating categories.

Appendix A: Key Rating Driver Assessments for Airports

	Revenue Risk: Volume	Revenue Risk: Price	Infrastructure Development/Renewal	Debt Structure
Description	 Ability to weather (resistance to) the effects of macroeconomic stress and event stresses on volumes of activity. Affected by market characteristics. 	 Contractual agreement/regulatory framework that provides airport management charge-setting authority to recover revenue reductions or increased costs through the tariff mechanism (irrespective of volumes). Driven by underlying agreements/regulatory frameworks. Demonstrated ability to revise aeronautical or non-aeronautical tariffs. 	 Approach to the ongoing capital program and maintenance, including planning, funding and management. Adequacy and appropriateness of investment scope. 	 Fixed-/variable-rate debt maturity profile. Amortization profile, refinance risk. Flow of funds, distribution test and reserves.
Stronger	 Large and robust metropolitan/regional air service area, in a region with a mature economy, with an O&D enplanement base of 5 million or more. Lower traffic volatility with historical and prospective peak-to-trough decline of around 5%. Connecting traffic of up to 20% for domestic airports and higher for international gateways. Single carrier concentration of 30% or less with extensive nonstop and international service offerings. Relatively equal mix of business and leisure traffic. Minimal competition from other airports/modes of transport. 		 with limited obsolescence risk. Capacity above medium-term throughput forecasts. Short-term and long-term maintenance needs, timing and capital planning are highly defined, experienced counterparties and dialogue with users/authorities. 	 Fully amortizing debt. Exhaustive and robust covenant package. Forward-looking dividend lock-up set at a meaningful level. Fully hedged/no unhedged financial risk. Dedicated debt service liquidity, including reserves greater than or equal to the next 12 months of debt service, excluding bullets. Comprehensive and strong security
Midrange	 Midsize air service area with solid economic underpinnings and an O&D enplanement base of 2 million-5 million, or an airport in a region with a developing-stage economy. Moderate traffic volatility with historical and prospective peak-to-trough decline of around 10%-15%. Connecting traffic of 20%-60% or supporting a primary connecting operation, or a major carrier base of operations. Single carrier concentration of 30%-60% with broad service offerings. Leisure traffic exceeds business traffic. Some competition from larger airports with more extensive service, or other modes of transport. 	 funds) to subsidize rate setting. Price caps offering some ability to index charges on the capex, but limiting flexibility within the control period. 	 potential obsolescence risk. Capacity requires limited expansion or refurbishment to meet medium-term forecasts well within the issuer's experience. Short-term and long-term maintenance plan are defined, although timing and capital planning are uncertain; moderately 	 Second-ranking debt with limited subordination. Limited refinance risk, well-spread maturities no more than 30% each, and/or regular market access to refinance spreadout maturities. Adequate covenant package. Backward-only and/or forward looking dividend lock-up set at an adequate level. Up to 20% of unhedged financial risk. Dedicated debt service liquidity or corporate credit facilities including reserves greater than or equal to the next six months of debt service, excluding bullets. Adequate security package and/or strong negative pledge. Limited delayed draw features in transaction structure.

Project Finance & Global Intrastructure Airports United States

FitchRatings

	Revenue Risk: Volume	Revenue Risk: Price	Infrastructure Development/Renewal	Debt Structure
Weaker	 Small air service area with an O&D enplanement base of 2 million or less. Elevated traffic volatility with historical and prospective peak-to-trough decline of over 20%. Connecting traffic of 60% or more. Single carrier concentration of more tha 60% or limited service offerings. Meaningful competition from other airports/modes of transport. 	required costs. • Tariffs cannot be increased to compensate	refurbishment to meet medium-term forecasts and/or is far outside the issuer's	 Deeply subordinated. Significant and concentrated maturities and/or debt amortization longer than assets/concession life, no track record of market access. No or very limited covenant package. No dividend lock-up or lock-up set at a ven low level. More than 20% of unhedged financial risk. Dedicated debt service liquidity including reserves less than the next six months of debt services, excluding bullets. No or limited security package/weak negative pledge. Elevated delay draw features in the transaction structure.
Relevant Benchmarks	 Enplanement base. O&D share. Carrier diversity. MSA economic data. 	 Regulated asset base. U.S. cost per enplanement/aero charge per passenger (non-U.S.). Percent of cost base covered by agreements/regulatory framework. Minimum annual guarantees/spend per passenger for concessions. 	 Capital improvement plan size and dependence on future growth. Mix of funding sources (passenger facility charges, customer facility charges, grants, bonds). Airline/regulator input. 	 Percentage of fixed-/variable-rate debt. Amortizing debt or bullets. Percentage subject to refinancing risk. Rate covenant. Leverage limitation. Cash lock-up provisions. Fair market value of derivative position. Level of reserves/reserve provisions. Distribution test.
Financial Profile	• This key rating driver considers metrics for	r liquidity, debt service coverage and leverage in	the context of the overall risk profile determine	d by review of the other key rating drivers.
Completion Risl		complexity and scale, contractors and implement		amework is used to derive the maximum possible e contractual terms, as well as liquidity available
Relative Importance of Key Rating	 Infrastructure Development/Renewal: At overseen and controlled. 	ing factors generally have the most direct influen tribute often has a relatively lower importance to	o the rating analysis, as projects' maintenance an	d expansionary investments are usually regularly

• Debt Structure: Has a relative higher influence on rating analysis as covenants, security and other protective features embedded in the debt structure enhance creditors' protection.

Source: Fitch Ratings.

Appendix B: Definitions

Senior-/Subordinate-Lien DSCR: Total operating revenues minus total operating expenses net of depreciation, divided by senior-/subordinate-lien debt service. Available revenues may include non-operating revenues such as passenger facility charges, funds available to provide extra coverage and certain offsets to debt service permitted under the bond/loan documents. For comparison purposes, Fitch calculated DSCRs to include passenger facility charges and coverage accounts as part of available cash divided by gross annual debt service with no offsets.

Airline CPE: Estimate of the cost for a single enplaned passenger at an airport derived by dividing airline revenues (typically landing fees and terminal rentals) by total enplaned passengers.

CFADS: Net revenues (total pledged revenues less operating expenses) as well as funds that are applied as offsets to revenue bond debt service.

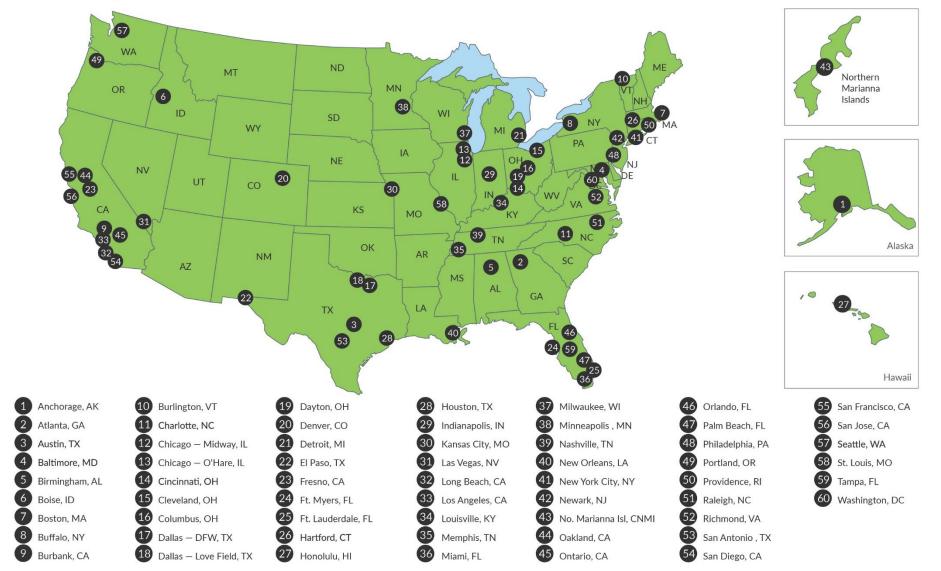
DCOH: Unrestricted cash and investments divided by daily cash operating expenses. Calculation may also include pertinent reserve funds, such as operating and maintenance reserve. Exclusions include funds such as coverage accounts or those funds restricted or encumbered for capital and renewal works.

Net Debt/CFADS (Leverage): Gross debt less unrestricted cash balances, operating reserves and debt reserve funds divided by CFADS. Note that coverage accounts are excluded from net debt calculations. In cases where coverage accounts exist at an airport, the net debt/CFADS metric is typically 10bps–20bps lower than figures indicated in appendices.

Project Finance & Global Infrastructure Airports United States

Appendix C

Fitch-Rated U.S. Airports



Source: Fitch Ratings.

Appendix D: Airport Attribute Scoring

Airport	Ratings	Outlook	Revenue Risk: Volume	Revenue Risk: Price	Debt Structure	Infrastructure Development/ Renewal
AA Category Rating						
Los Angeles International Airport (Senior/Subordinate/Payment Obligation)	AA/AA-/A	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
Massport (Boston)	AA	Negative	Stronger	Stronger	Stronger	Stronger
Port of Seattle (Senior/Intermediate/Subordinate) ^a	AA/AA-/AA-	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Intermediate)/ Midrange (Subordinate)	Stronger
Atlanta (Hartsfield) (Senior/Subordinate)	AA-/AA-	Negative	Stronger	Stronger	Stronger (Senior)/Stronger (Subordinate)	Midrange
Charlotte/Douglas Int'l Airport	AA-	Negative	Midrange	Stronger	Stronger	Midrange
Denver International Airport (Senior/Subordinate)	AA-/A+	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
Metropolitan Washington Airports Authority	AA-	Negative	Stronger	Stronger	Stronger	Stronger
Minneapolis-St. Paul (Senior/Subordinate)	AA-/A+	Negative	Midrange	Stronger	Stronger (Senior)/Midrange (Subordinate)	Stronger
Orlando (Senior/Subordinate) GOAA	AA-/A+	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
Port Authority of New York/New Jersey (Senior/Payment Obligation)	AA-/A	RWN	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
Raleigh Durham, NC	AA-	Negative	Stronger	Stronger	Stronger	Stronger
San Diego (Senior/Subordinate)	AA-/A+	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
Tampa (Hillsborough County)(Senior/Subordinate)	AA-/A+	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
A Category Rating						
Alaska International Airport System	A+	Negative	Midrange	Stronger	Stronger	Stronger
Boise (Senior/Subordinate)	A+/A	Negative	Midrange	Stronger	Stronger (Senior)/Midrange (Subordinate)	Stronger
Broward County (Fort Lauderdale)	A+	Negative	Stronger	Stronger	Stronger	Midrange
Cincinnati (Kenton Co, KY)	A+	Negative	Midrange	Stronger	Stronger	Stronger
Dallas-Fort Worth International Airport	A+	Negative	Stronger	Stronger	Stronger	Midrange
Hawaii (Senior/Subordinate)	A+/A	Negative	Stronger	Stronger	Stronger (Senior)/Midrange (Subordinate)	Midrange
Las Vegas McCarran (Subordinate)	A+	Negative	Stronger	Stronger	N.A. (Senior)/Midrange (Subordinate)	Stronger
Louisville, KY	A+	Negative	Midrange	Midrange	Stronger	Stronger
Milwaukee	A+	Negative	Midrange	Stronger	Stronger	Stronger
Palm Beach County, FL	A+	Negative	Midrange	Stronger	Stronger	Stronger
Port of Oakland (Senior/Subordinate)	A+/A	Negative	Midrange	Stronger	Stronger (Senior)/Midrange (Subordinate)	Stronger
San Antonio (Senior/Subordinate + PFC)	A+/A	Negative	Midrange	Midrange	Stronger (Senior)/Midrange (Subordinate)	Stronger
San Francisco	A+	Negative	Stronger	Stronger	Stronger	Midrange
Burbank-Glendale-Pasadena Airport Authority	А	Negative	Weaker	Stronger	Stronger	Midrange
Capital Region Airport, VA (Richmond)	А	Negative	Midrange	Midrange	Stronger	Stronger
Chicago Midway (Subordinate Lien)	А	Negative	Midrange	Stronger	N.A. (Senior)/Stronger (Subordinate)	Stronger

Project Finance & Global Infrastructure Airports United States

Airport	Ratings	Outlook	Revenue Risk: Volume	Revenue Risk: Price	Debt Structure	Infrastructure Development/ Renewal
Chicago O'Hare	A	Negative	Stronger	Stronger	Stronger	Midrange
Dallas Love	А	Negative	Midrange	Stronger	Stronger	Stronger
Detroit (Senior/Subordinate)	A/A	Negative	Midrange	Stronger	Stronger (Senior)/Midrange (Subordinate)	Stronger
El Paso, TX	А	Negative	Midrange	Midrange	Stronger	Midrange
Hartford (Bradley)	А	Negative	Midrange	Stronger	Midrange	Stronger
Houston Airport System (Subordinate Lien)	А	Negative	Stronger	Midrange	N.A. (Senior)/Midrange (Subordinate)	Midrange
Indianapolis	А	Negative	Midrange	Stronger	Stronger	Stronger
Kansas City	А	Negative	Midrange	Stronger	Stronger	Midrange
Lee County, FL (Fort Myers)	А	Negative	Midrange	Midrange	Stronger	Stronger
Memphis	А	Negative	Midrange	Stronger	Stronger	Midrange
Miami (Miami-Dade County, FL)	А	Negative	Stronger	Stronger	Stronger	Midrange
Nashville (Subordinate)	А	Negative	Stronger	Midrange	N.A. (Senior)/Midrange (Subordinate)	Midrange
New Orleans Aviation Board	А	Negative	Stronger	Stronger	Stronger	Stronger
Philadelphia	А	Negative	Midrange	Stronger	Stronger	Midrange
San Jose (Senior/Subordinate Bank Bonds)	A/A-	Negative	Midrange	Stronger	Stronger (Senior)/Midrange (Subordinate)	Stronger
St. Louis (MO)	А	Negative	Stronger	Midrange	Stronger	Stronger
Birmingham, AL	A-	Negative	Midrange	Midrange	Stronger	Stronger
Cleveland	A-	Negative	Midrange	Midrange	Stronger	Stronger
Long Beach	A-	Negative	Midrange	Midrange	Stronger	Stronger
Ontario, CA	A-	Negative	Weaker	Midrange	Stronger	Midrange
BBB Category Rating						
Buffalo (Niagara Frontier)	BBB+	RWN	Midrange	Midrange	Stronger	Midrange
Fresno	BBB+	Negative	Weaker	Midrange	Stronger	Midrange
Rhode Island (Providence)	BBB+	Negative	Weaker	Midrange	Stronger	Stronger
New York City JFK Terminal One (TOGA)	BBB	RWN	Midrange	Midrange	Midrange	Stronger
Port Authority of New York/New Jersey (JFK International Air Terminal Four)	BBB	Negative	Midrange	Midrange	Midrange	Stronger
Burlington, VT	BBB	RWN	Weaker	Midrange	Stronger	Stronger
Dayton	BBB	RWN	Weaker	Midrange	Stronger	Midrange
LaGuardia Gateway Partners	BBB	Negative	Stronger	Midrange	Stronger	Stronger
Below Investment Grade Category Rating						
Northern Mariana Islands (Commonwealth)	B+	Negative	Weaker	Weaker	Stronger	Midrange

^aFor Port of Seattle, Fitch also assigned its 'AA-' rating for its Issuer Default Rating and limited tax general obligation bonds. GOAA – Greater Orlando Aviation Authority. RWN – Rating Watch Negative. N.A. – Not available. PFC – Passenger facility charges. Note: Green highlights represent positive movement and red highlights indicate negative movement from the prior year's peer study report. Source: Fitch Ratings.

Appendix E: Airport Statistics Summary

	Enplane (00		Largest C Share		O&D	(%)	CPE	(\$)	DCOH (Days)	Total DS	CR (x)	Net To Debt/CF/		Year 5 Future Leverage (x)	Total D Total Ep	
Median	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	Rating	2019	2018
Summary of Medians (2018 Versus 2017)																	
Fitch Portfolio	6,832	5,865	42	40	95	95	8.69	9.33	545	497	1.9	1.8	4.0	3.9	3.6	81	79
FAA																	
Small	1,761	1,509	33	33	100	99	7.76	8.24	619	487	1.9	2.0	2.8	2.6	1.5	65	60
Medium	5,025	4,662	43	42	97	96	8.14	8.47	599	541	2.1	1.8	2.3	2.8	1.8	54	57
Large	23,959	23,075	46	45	70	71	11.12	10.64	486	468	1.8	1.7	6.7	6.5	7.1	112	113
Airport Type																	
Hub ^a	23,959	23,075	74	72	58	58	10.16	10.05	723	568	1.8	1.7	7.0	8.2	6.5	103	113
International	25,874	24,894	43	45	76	76	17.71	16.63	362	290	1.8	1.6	6.7	6.6	6.5	182	187
Regional	4,554	3,471	36	36	97	96	8.28	8.58	569	524	2.0	1.9	2.9	3.1	3.0	72	67
Rating Category																	
AA	24,276	23,382	37	36	79	78	10.66	10.35	735	675	2.2	2.2	4.6	4.7	5.9	95	93
A	5,570	4,834	46	45	95	95	8.44	8.88	540	506	1.8	1.7	3.3	3.5	3.7	81	78
BBB	2,046	1,520	34	36	100	100	9.63	9.72	256	313	1.9	1.8	4.1	3.7	2.0	78	69
BIG	568	692	27	34	100	100	16.39	14.35	702	417	1.6	2.1	(8.2)	3.2	(15.3)	17	113
Region																	
Northeast	4,063	3,614	30	33	99	99	11.49	11.18	321	271	2.2	2.0	3.8	3.1	2.0	81	67
Southeast	11,085	10,519	31	33	92	92	5.80	6.11	688	748	1.9	2.2	3.6	3.6	5.9	81	86
Midwest	5,488	4,837	46	45	95	93	7.72	8.68	434	408	1.8	1.7	4.7	5.2	4.2	80	99
Southwest	8,309	6,515	58	54	67	82	8.28	7.85	346	434	2.3	1.7	3.6	5.2	3.6	57	68
West	7,135	6,701	47	45	95	95	10.21	10.46	660	639	1.8	1.8	4.0	3.5	3.7	99	107

^aHub airports are airports that are or have acted as hubs within the past five years. CPE – Cost per enplanement. DCOH – Days cash on hand. DSCR – Debt service coverage ratio. CFADS – Cash flow available for debt service. Epax – Enplanements. FAA – Federal Aviation Administration. BIG – Below investment grade.

Source: Fitch Ratings, issuer-reported data.

Appendix F: Airport Statistics by Rating Category

Airport	Ratings	Outlook	Enplanements (000)	Largest Carrier Share (%)	O&D (%)	CPE (\$)	DCOH (Days)		Net Total Debt/ CFADS (x) (Leverage	Total Debt/ Total Epax (\$)
AA Category Rating	Ratings	Outlook	(000)	51101 C (70)	(70)	Ci E (\$)	(Days)	DOCK (X)		itating, A	
Los Angeles International Airport											
(Senior/Subordinate/Payment Obligation)	AA/AA-/A	Negative	44,207	19	82	16.52	530	2.5	5.7	5.6	162
Massport (Boston)	AA	Negative	20,833	29	95	14.63	472	3.7	2.1	3.5	81
Port of Seattle (Senior/Intermediate/Subordinate)	AA/AA-/AA-	Negative	25,874	49	70	12.85	486	1.8	6.7	3.3	136
Atlanta (Hartsfield) (Senior/Subordinate)	AA-/AA-	Negative	54,532	80	39	2.77	863	2.2	3.6	4.3	53
Charlotte/Douglas Int'l Airport	AA-	Negative	23,959	91	31	1.55	1,548	2.9	1.7	5.9	35
Denver International Airport (Senior/Subordinate)	AA-/A+	Negative	34,508	45	64	10.66	790	1.8	7.0	6.5	166
Metropolitan Washington Airports Authority						11.49 (DCA);					
	AA-	Negative	24,276	37	79	14.82 (IAD)	1,385	1.9	6.0	6.5	182
Minneapolis-St. Paul (Senior/Subordinate)	AA-/A+	Negative	19,181	55	63	6.93	735	2.1	4.6	2.8	80
Orlando (Senior/Subordinate) GOAA	AA-/A+	Negative	24,847	22	95	5.70	568	2.6	3.6	8.0	72
Port Authority of New York/New Jersey											
(Senior/Payment Obligation)	AA-/A	RWN	70,251	23	76		254	2.2	6.9	7.8	347
Raleigh Durham, NC	AA-	Negative	6,544	30	98	8.59	1,460	3.1	1.3	0.9	81
San Diego (Senior/Subordinate)	AA-/A+	Negative	12,356	38	96	10.74	839	2.0	4.0	7.1	95
Tampa (Hillsborough County) (Senior/Subordinate)	AA-/A+	Negative	11,085	31	92	4.94	424	1.7	6.8	9.4	103
Median	_	-	24,276	37	79	10.66	735	2.2	4.6	5.9	95
A Category Rating											
Alaska International Airport System	A+	Negative	3,402	66	100	10.50	551	2.1	2.9	3.1	102
Boise (Senior/Subordinate)	A+/A	Negative	2,026	25	95	3.53	973	3.3	(2.0)	(1.3)	12
Broward County (Fort Lauderdale)	A+	Negative	18,164	24	89	6.89	410	1.6	8.7	8.5	112
Cincinnati (Kenton Co, KY)	A+	Negative	4,554	45	95	4.51	569	6.2	(3.4)	(4.2)	16
Dallas-Fort Worth International Airport	A+	Negative	36,600	86	41	12.95	723	1.4	8.5	7.3	171
Hawaii (Senior/Subordinate)	A+/A	Negative	18,727	50	100	9.75	720	2.0	5.3	8.7	83
Las Vegas McCarran (Subordinate)	A+	Negative	25,224	36	89	9.91	688	1.6	6.7	4.2	146
Louisville, KY	A+	Negative	2,048	26	100	5.42	1,244	2.0	0.9	(0.6)	80
Milwaukee	A+	Negative	3,450	42	99	7.54	631	1.9	0.5	1.4	40
Palm Beach County, FL	A+	Negative	3,353	29	99	4.72	716	4.2	(1.4)	(2.2)	19
Port of Oakland (Senior/Subordinate)	A+/A	Negative	6,807	69	85	12.21	633	1.7	2.6	0.9	137
San Antonio (Senior/Subordinate + PFC)	A+/A	Negative	5,187	38	98	8.00	182	2.3	3.6	3.6	57
San Francisco	A+	Negative	28,620	46	81	17.71	362	1.4	11.6	9.1	255
Burbank-Glendale-Pasadena Airport Authority	А	Negative	2,745	72	99	1.93	1,807	3.0	(4.7)	(6.2)	34
Capital Region Airport, VA (Richmond)	А	Negative	2,143	20	100	5.49	536	3.3	1.0	(0.8)	34
Chicago Midway (Subordinate Lien)	А	Negative	10,418	92	67	12.97	218	1.2	12.9	8.1	161
Chicago O'Hare	А	Negative	42,248	43	56	18.35	434	1.4	10.6	13.6	214
Dallas Love	А	Negative	8,309	94	67	8.56	303	4.7	2.1	1.6	26
Detroit (Senior/Subordinate)	A/A	Negative	18,121	74	58	9.84	129	1.3	9.3	7.8	113

Project Finance & Global Infrastructure Airports United States

Airport	Ratings	Outlook	Enplanements (000)	Largest Carrier Share (%)	O&D (%)	CPE (\$)	DCOH (Days)	Total DSCR (x)	Net Total Debt/ CFADS (x)	Leverage	Total Debt/ Total Epax (\$)
El Paso, TX	А	Negative	1,764	45	95	5.92	346	2.6	1.0	(0.7)	30
Hartford (Bradley)	А	Negative	3,394	24	99	8.44	629	2.6	0.1	(1.3)	30
Houston Airport System (Subordinate Lien)	А	Negative	29,808	58	58	10.48 (IAH); 6.64 (HOU)	545	1.4	5.5	7.1	65
Indianapolis	A	Negative	4,765	29	97	7.90	395	1.9	7.1	4.5	207
Kansas City	Α	Negative	5,952	49	95	6.42	422	2.2	1.2	11.1	35
Lee County, FL (Fort Myers)	A	Negative	5,027	20	92	5.80	683	1.6	2.6	1.6	51
Memphis	A	Negative	2,261	33	99	5.52	296	1.4	10.1	4.7	216
Miami (Miami-Dade County, FL)	Α	Negative	22,685	67	70	19.23	260	1.3	12.5	7.9	252
Nashville (Subordinate)	A	Negative	8,596	53	81	6.67	700	3.1	0.3	12.4	26
New Orleans Aviation Board	Α	Negative	6,832	36	96	6.71	688	1.3	11.5	9.3	148
Philadelphia	A	Negative	16,088	70	68	14.95	321	2.1	8.8	5.6	103
San Jose (Senior/Subordinate Bank Bonds)	A/A-	Negative	7,462	48	97	8.28	628	1.4	7.3	7.9	162
St. Louis (MO)	А	Negative	7,915	63	77	9.04	435	1.5	4.7	3.5	71
Birmingham, AL	A-	Negative	1,534	33	97	11.07	1,011	1.9	2.5	1.4	105
Cleveland	A-	Negative	5,023	25	97	14.78	446	1.7	5.0	3.8	126
Long Beach	A-	Negative	1,757	56	95	8.52	404	1.8	3.0	3.0	53
Ontario, CA	A-	Negative	2,632	52	95	8.73	420	1.5	(4.5)	(9.0)	15
Median	_	_	5,570	46	95	8.44	540	1.8	3.3	3.7	81
BBB Category Rating											
Buffalo (Niagara Frontier)	BBB+	RWN	2,519	30	99	10.79	256	2.5	4.8	2.0	57
Rhode Island (Providence)	BBB+	Negative	2,046	38	99	9.63	733	1.9	3.8	1.7	108
Fresno	BBB+	Negative	930	33	100	8.64	712	2.3	4.1	4.1	87
New York City JFK Terminal One (TOGA)	BBB	RWN	4,063	14	100	37.72	77	1.5	1.9	0.1	26
Port Authority of New York/ New Jersey (JFK International Air Terminal Four)	BBB	Negative	10,839	60	70	43.77	103	2.4	3.0	1.9	106
Burlington, VT	BBB	RWN	693	34	100	6.99	180	1.6	4.3	2.4	44
Dayton, OH	BBB	RWN	892	46	100	9.47	292	1.6	4.5	3.1	78
Median	_	_	2,046	34	100	9.63	256	1.9	4.1	2.0	78
Below Investment Grade Category Rating			, -								
Northern Mariana Islands (Commonwealth)	B+	Negative	568	27	100	16.39	702	1.6	(8.2)	(15.3)	17
Median	_	_	568	27	100	16.39	702	1.6	(8.2)	(15.3)	17

CPE - Cost per enplanement. DCOH - Days cash on hand. DSCR - Debt service coverage ratio. CFADS - Cash flow available for debt service. Epax - Enplanements. DCA - Reagan National Airport. IAD - Dulles International Airport. GOAA - Greater Orlando Aviation Authority. RWN - Rating Watch Negative. PFC - Passenger facility charges. IAH - George Bush Intercontinental Airport. HOU - William P. Hobby Airport. Note: Future leverage (rating case) is year five. Source: Fitch Ratings, issuer-reported data.

Appendix G: Airport Statistics by FAA Classification

	Detiere	Quite als	Enplanements	Largest Carrier	O&D		DCOH	Total			Total Debt/Total
Airport Large Hub Airports	Ratings	Outlook	(000)	Share (%)	(%)	CPE (\$)	(Days)	DSCR (X)	CFADS (x)	(Rating, X)	Epax (\$)
Atlanta (Hartsfield) (Senior/Subordinate)	AA-/AA-	Negative	54.532	80	39	2.77	863	2.2	3.6	4.3	53
Broward County (Fort Lauderdale)	A+	Negative	18,164	24	89	6.89	410	1.6	8.7	8.5	112
Charlotte/Douglas Int'l Airport	AA-	Negative	23.959	91	31	1.55	1,548	2.9	1.7	5.9	35
Chicago Midway (Subordinate Lien)	A	Negative	10,418	92	67	12.97	218	1.2	12.9	8.1	161
Chicago O'Hare	A	Negative	42,248	43	56	18.35	434	1.4	10.6	13.6	214
Dallas-Fort Worth International Airport	A+	Negative	36,600	86	41	12.95	723	1.4	8.5	7.3	171
Denver International Airport (Senior/Subordinate)	AA-/A+	Negative	34,508	45	64	10.66	790	1.8	7.0	6.5	166
Detroit (Senior/Subordinate)	A/A	Negative	18,121	74	58	9.84	129	1.3	9.3	7.8	113
Hawaii (Senior/Subordinate)	A+/A	Negative	18,727	50	100	9.75	720	2.0	5.3	8.7	83
Houston Airport System (Subordinate Lien)						10.48 (IAH);					
	A	Negative	29,808	58	58	6.64 (HOU)	545	1.4	5.5	7.1	65
Las Vegas McCarran (Subordinate)	A+	Negative	25,224	36	89	9.91	688	1.6	6.7	4.2	146
Los Angeles International Airport (Senior/Subordinate/Payment Obligation)	AA/AA-/A	Negative	44,207	19	82	16.52	530	2.5	5.7	5.6	162
Massport (Boston)	AA/AA-/A AA	Negative	20,833	29	95	14.63	472	3.7	2.1	3.5	81
Metropolitan Washington Airports Authority		Negative	20,000	27	75	11.49 (DCA);	472	5.7	2.1	5.5	
	AA-	Negative	24,276	37	79	14.82 (IAD)	1,385	1.9	6.0	6.5	182
Miami (Miami-Dade County, FL)	А	Negative	22,685	67	70	19.23	260	1.3	12.5	7.9	252
Minneapolis-St. Paul (Senior/Subordinate)	AA-/A+	Negative	19,181	55	63	6.93	735	2.1	4.6	2.8	80
New York City JFK Terminal One (TOGA)	BBB	RWN	4,063	14	100	37.72	77	1.5	1.9	0.1	26
Orlando (Senior/Subordinate) GOAA	AA-/A+	Negative	24,847	22	95	5.70	568	2.6	3.6	8.0	72
Philadelphia	А	Negative	16,088	70	68	14.95	321	2.1	8.8	5.6	103
Port Authority of New York/New Jersey (Senior/Payment Obligation)	AA-/A	RWN	70,251	23	76		254	2.2	6.9	7.8	347
Port Authority of New York/New Jersey			70,231	25	70		234	2.2	0.7	7.0	
(JFK International Air Terminal Four)	BBB	Negative	10,839	60	70	43.77	103	2.4	3.0	1.9	106
Port of Seattle (Senior/Intermediate/Subordinate)	AA/AA-/AA-	Negative	25,874	49	70	12.85	486	1.8	6.7	3.3	136
San Diego (Senior/Subordinate)	AA-/A+	Negative	12,356	38	96	10.74	839	2.0	4.0	7.1	95
San Francisco	A+	Negative	28,620	46	81	17.71	362	1.4	11.6	9.1	255
Tampa (Hillsborough County) (Senior/Subordinate)	AA-/A+	Negative	11,085	31	92	4.94	424	1.7	6.8	9.4	103
Medians	_	_	23,959	46	70	11.12	486	1.8	6.7	7.1	112
Medium Hub Airports											
Alaska International Airport System	A+	Negative	3,402	66	100	10.50	551	2.1	2.9	3.1	102
Buffalo (Niagara Frontier)	BBB+	RWN	2,519	30	99	10.79	256	2.5	4.8	2.0	57
Burbank-Glendale-Pasadena Airport Authority	А	Negative	2,745	72	99	1.93	1,807	3.0	(4.7)	(6.2)	34

Itor Project Finance & Global Infras Airports United States

Airport	Ratings	Outlook	Enplanements (000)	Largest Carrier Share (%)	O&D (%)	CPE (\$)	DCOH (Days)	Total DSCR (x)	Net Total Debt/ CFADS (x)	Future Leverage (Rating, x)	Total Debt/Total Epax (\$)
Cincinnati (Kenton Co, KY)	A+	Negative	4,554	45	95	4.51	569	6.2	(3.4)	(4.2)	16
Cleveland	A-	Negative	5,023	25	97	14.78	446	1.7	5.0	3.8	126
Dallas Love	А	Negative	8,309	94	67	8.56	303	4.7	2.1	1.6	26
Hartford (Bradley)	А	Negative	3,394	24	99	8.44	629	2.6	0.1	(1.3)	30
Indianapolis	А	Negative	4,765	29	97	7.90	395	1.9	7.1	4.5	207
Kansas City	А	Negative	5,952	49	95	6.42	422	2.2	1.2	11.1	35
Lee County, FL (Fort Myers)	A	Negative	5,027	20	92	5.80	683	1.6	2.6	1.6	51
Milwaukee	A+	Negative	3,450	42	99	7.54	631	1.9	0.5	1.4	40
Nashville (Subordinate)	А	Negative	8,596	53	81	6.67	700	3.1	0.3	12.4	26
New Orleans Aviation Board	A	Negative	6,832	36	96	6.71	688	1.3	11.5	9.3	148
Ontario, CA	A-	Negative	2,632	52	95	8.73	420	1.5	(4.5)	(9.0)	15
Palm Beach County, FL	A+	Negative	3,353	29	99	4.72	716	4.2	(1.4)	(2.2)	19
Port of Oakland (Senior/Subordinate)	A+/A	Negative	6,807	69	85	12.21	633	1.7	2.6	0.9	137
Raleigh Durham, NC	AA-	Negative	6,544	30	98	8.59	1,460	3.1	1.3	0.9	81
San Antonio (Senior/Subordinate + PFC)	A+/A	Negative	5,187	38	98	8.00	182	2.3	3.6	3.6	57
San Jose (Senior/Subordinate Bank Bonds)	A/A-	Negative	7,462	48	97	8.28	628	1.4	7.3	7.9	162
St. Louis (MO)	А	Negative	7,915	63	77	9.04	435	1.5	4.7	3.5	71
Medians	_	_	5,025	43	97	8.14	599	2.1	2.3	1.8	54
Small Hub Airports											
Birmingham, AL	A-	Negative	1,534	33	97	11.07	1,011	1.9	2.5	1.4	105
Boise (Senior/Subordinate)	A+/A	Negative	2,026	25	95	3.53	973	3.3	(2.0)	(1.3)	12
Burlington, VT	BBB	RWN	693	34	100	6.99	180	1.6	4.3	2.4	44
Capital Region Airport, VA (Richmond)	A	Negative	2,143	20	100	5.49	536	3.3	1.0	(0.8)	34
Dayton	BBB	RWN	892	46	100	9.47	292	1.6	4.5	3.1	78
El Paso, TX	А	Negative	1,764	45	95	5.92	346	2.6	1.0	(0.7)	30
Fresno	BBB+	Negative	930	33	100	8.64	712	2.3	4.1	4.1	87
Long Beach	A-	Negative	1,757	56	95	8.52	404	1.8	3.0	3.0	53
Louisville, KY	A+	Negative	2,048	26	100	5.42	1,244	2.0	0.9	(0.6)	80
Memphis	А	Negative	2,261	33	99	5.52	296	1.4	10.1	4.7	216
Northern Mariana Islands (Commonwealth)	B+	Negative	568	27	100	16.39	702	1.6	(8.2)	(15.3)	17
Rhode Island (Providence)	BBB+	Negative	2,046	38	99	9.63	733	1.9	3.8	1.7	108
Medians	-	-	1,761	33	100	7.76	619	1.9	2.8	1.5	65

CPE - Cost per enplanement. DCOH - Days cash on hand. DSCR - Debt service coverage ratio. CFADS - Cash flow available for debt service. Epax - Enplanements. IAH - George Bush Intercontinental Airport. HOU - William P. Hobby Airport. DCA - Reagan National Airport. IAD - Dulles International Airport. RWN - Rating Watch Negative. GOAA - Greater Orlando Aviation Authority. PFC - Passenger facility charges. Note: Future leverage (rating case) is year five.

Source: Fitch Ratings, issuer-reported data.

Appendix H: Airport Statistics by Airport Type

Aliment	Datin	Quite als	Enplanements	Largest Carrier Share (%)	O&D		DCOH	Total		Future Leverage	Total Debt/Total
Airport Hub Airports	Ratings	Outlook	(000)	Share (%)	(%)	CPE (\$)	(Days)	DSCR (X)	CFADS (x) (Rating, xj	Epax (\$)
Atlanta (Hartsfield) (Senior/Subordinate)	AA-/AA-	Negative	54,532	80	39	2.77	863	2.2	3.6	4.3	53
Charlotte/Douglas Int'l Airport	AA-	Negative	23.959	91	31	1.55	1,548	2.9	1.7	5.9	35
Chicago Midway (Subordinate Lien)	A	Negative	10,418	92	67	12.97	218	1.2	12.9	8.1	161
Dallas-Fort Worth International Airport	A+	Negative	36,600	86	41	12.95	723	1.4	8.5	7.3	171
Denver International Airport (Senior/Subordinate)	AA-/A+	Negative	34,508	45	64	10.66	790	1.8	7.0	6.5	166
Detroit (Senior/Subordinate)	A/A	Negative	18,121	74	58	9.84	129	1.3	9.3	7.8	113
Houston Airport System (Subordinate Lien)	A	Negative	29,808	58	58	10.48 (IAH); 6.64 (HOU)	545	1.4	5.5	7.1	65
Minneapolis-St. Paul (Senior/Subordinate)	AA-/A+	Negative	19,181	55	63	6.93	735	2.1	4.6	2.8	80
Philadelphia	А	Negative	16,088	70	68	14.95	321	2.1	8.8	5.6	103
Median	_	_	23,959	74	58	10.16	723	1.8	7.0	6.5	103
International Gateway Airports											
Chicago O'Hare	А	Negative	42,248	43	56	18.35	434	1.4	10.6	13.6	214
Los Angeles International Airport (Senior/Subordinate/Payment Obligation)	AA/AA-/A	Negative	44,207	19	82	16.52	530	2.5	5.7	5.6	162
Metropolitan Washington Airports Authority	AA-	Negative	24,276	37	79	11.49 (DCA); 14.82 (IAD)	1,385	1.9	6.0	6.5	182
Miami (Miami-Dade County, FL)	A	Negative	22,685	67	70	19.23	260	1.3	12.5	7.9	252
New York City JFK Terminal One (TOGA)	BBB	RWN	4,063	14	100	37.72	77	1.5	1.9	0.1	26
Port Authority of New York/New Jersey (Senior/Payment Obligation)	AA-/A	RWN	70,251	23	76		254	2.2	6.9	7.8	347
Port Authority of New York/New Jersey (JFK International Air Terminal Four)	BBB	Negative	10,839	60	70	43.77	103	2.4	3.0	1.9	106
Port of Seattle (Senior/Intermediate/Subordinate)	AA/AA-/AA-	Negative	25,874	49	70	12.85	486	1.8	6.7	3.3	136
San Francisco	A+	Negative	28,620	46	81	17.71	362	1.4	11.6	9.1	255
Median	_	_	25,874	43	76	17.71	362	1.8	6.7	6.5	182
Regional O&D Airports											
Alaska International Airport System	A+	Negative	3,402	66	100	10.50	551	2.1	2.9	3.1	102
Birmingham, AL	A-	Negative	1,534	33	97	11.07	1,011	1.9	2.5	1.4	105
Boise (Senior/Subordinate)	A+/A	Negative	2,026	25	95	3.53	973	3.3	(2.0)	(1.3)	12
Broward County (Fort Lauderdale)	A+	Negative	18,164	24	89	6.89	410	1.6	8.7	8.5	112
Buffalo (Niagara Frontier)	BBB+	RWN	2,519	30	99	10.79	256	2.5	4.8	2.0	57
Burbank-Glendale-Pasadena Airport Authority	А	Negative	2,745	72	99	1.93	1,807	3.0	(4.7)	(6.2)	34
Burlington, VT	BBB	RWN	693	34	100	6.99	180	1.6	4.3	2.4	44
Capital Region Airport, VA (Richmond)	А	Negative	2,143	20	100	5.49	536	3.3	1.0	(0.8)	34

Iter Project Finance & Global Infras Airports United States

Airport	Ratings	Outlook	Enplanements (000)	Largest Carrier Share (%)	O&D (%)	CPE (\$)	DCOH (Days)	Total DSCR (x)	Net Total Debt/ CFADS (x)	Future Leverage (Rating, x)	Total Debt/Total Epax (\$)
Cincinnati (Kenton Co, KY)	A+	Negative	4,554	45	95	4.51	569	6.2	(3.4)	(4.2)	16
Cleveland	A-	Negative	5,023	25	97	14.78	446	1.7	5.0	3.8	126
Dallas Love	А	Negative	8,309	94	67	8.56	303	4.7	2.1	1.6	26
Dayton	BBB	RWN	892	46	100	9.47	292	1.6	4.5	3.1	78
El Paso, TX	А	Negative	1,764	45	95	5.92	346	2.6	1.0	(0.7)	30
Fresno	BBB+	Negative	930	33	100	8.64	712	2.3	4.1	4.1	87
Hartford (Bradley)	А	Negative	3,394	24	99	8.44	629	2.6	0.1	(1.3)	30
Hawaii (Senior/Subordinate)	A+/A	Negative	18,727	50	100	9.75	720	2.0	5.3	8.7	83
Indianapolis	А	Negative	4,765	29	97	7.90	395	1.9	7.1	4.5	207
Kansas City	А	Negative	5,952	49	95	6.42	422	2.2	1.2	11.1	35
Las Vegas McCarran (Subordinate)	A+	Negative	25,224	36	89	9.91	688	1.6	6.7	4.2	146
Lee County, FL (Fort Myers)	А	Negative	5,027	20	92	5.80	683	1.6	2.6	1.6	51
Long Beach	A-	Negative	1,757	56	95	8.52	404	1.8	3.0	3.0	53
Louisville, KY	A+	Negative	2,048	26	100	5.42	1,244	2.0	0.9	(0.6)	80
Massport (Boston)	AA	Negative	20,833	29	95	14.63	472	3.7	2.1	3.5	81
Memphis	А	Negative	2,261	33	99	5.52	296	1.4	10.1	4.7	216
Milwaukee	A+	Negative	3,450	42	99	7.54	631	1.9	0.5	1.4	40
Nashville (Subordinate)	А	Negative	8,596	53	81	6.67	700	3.1	0.3	12.4	26
New Orleans Aviation Board	А	Negative	6,832	36	96	6.71	688	1.3	11.5	9.3	148
Northern Mariana Islands (Commonwealth)	B+	Negative	568	27	100	16.39	702	1.6	(8.2)	(15.3)	17
Ontario, CA	A-	Negative	2,632	52	95	8.73	420	1.5	(4.5)	(9.0)	15
Orlando (Senior/Subordinate) GOAA	AA-/A+	Negative	24,847	22	95	5.70	568	2.6	3.6	8.0	72
Palm Beach County, FL	A+	Negative	3,353	29	99	4.72	716	4.2	(1.4)	(2.2)	19
Port of Oakland (Senior/Subordinate)	A+/A	Negative	6,807	69	85	12.21	633	1.7	2.6	0.9	137
Raleigh Durham, NC	AA-	Negative	6,544	30	98	8.59	1,460	3.1	1.3	0.9	81
Rhode Island (Providence)	BBB+	Negative	2,046	38	99	9.63	733	1.9	3.8	1.7	108
San Antonio (Senior/Subordinate + PFC)	A+/A	Negative	5,187	38	98	8.00	182	2.3	3.6	3.6	57
San Diego (Senior/Subordinate)	AA-/A+	Negative	12,356	38	96	10.74	839	2.0	4.0	7.1	95
San Jose (Senior/Subordinate Bank Bonds)	A/A-	Negative	7,462	48	97	8.28	628	1.4	7.3	7.9	162
St. Louis (MO)	А	Negative	7,915	63	77	9.04	435	1.5	4.7	3.5	71
Tampa (Hillsborough County) (Senior/Subordinate)	AA-/A+	Negative	11,085	31	92	4.94	424	1.7	6.8	9.4	103
Median	_	_	4,554	36	97	8.28	569	2.0	2.9	3.0	72

CPE - Cost per enplanement. DCOH - Days cash on hand. DSCR - Debt service coverage ratio. CFADS - Cash flow available for debt service. Epax - Enplanements. IAH - George Bush Intercontinental Airport. HOU - William P. Hobby Airport. DCA - Reagan National Airport. IAD - Dulles International Airport. RWN - Rating Watch Negative. GOAA - Greater Orlando Aviation Authority. PFC - Passenger facility charges. Note: Future leverage (rating case) is year five.

Source: Fitch Ratings, issuer-reported data.

Appendix I: Airport Statistics by Region

			Enplanements	Largest Carrier	O&D		рсон	Total			Total Debt/Total
Airport	Ratings	Outlook	(000)	Share (%)	(%)	CPE (\$)	(Days)	DSCR (x)	CFADS (x)	(Rating, x)	Epax (\$)
Western						10.50					
Alaska International Airport System	A+	Negative	3,402	66	100	10.50	551	2.1	2.9	3.1	102
Boise (Senior/Subordinate)	A+/A	Negative	2,026	25	95	3.53	973	3.3	(2.0)	(1.3)	12
Burbank-Glendale-Pasadena Airport Authority	A	Negative	2,745	72	99	1.93	1,807	3.0	(4.7)	(6.2)	34
Denver International Airport (Senior/Subordinate)	AA-/A+	Negative	34,508	45	64	10.66	790	1.8	7.0	6.5	166
Fresno	BBB+	Negative	930	33	100	8.64	712	2.3	4.1	4.1	87
Hawaii (Senior/Subordinate)	A+/A	Negative	18,727	50	100	9.75	720	2.0	5.3	8.7	83
Las Vegas McCarran (Subordinate)	NR/A+	Negative	25,224	36	89	9.91	688	1.6	6.7	4.2	146
Long Beach	A-	Negative	1,757	56	95	8.52	404	1.8	3.0	3.0	53
Los Angeles International Airport (Senior/Subordinate/Payment Obligation)	AA/AA-/A	Negative	44,207	19	82	16.52	530	2.5	5.7	5.6	162
Northern Mariana Islands (Commonwealth)	B+	Negative	568	27	100	16.39	702	1.6	(8.2)	(15.3)	17
Ontario, CA	A-	Negative	2,632	52	95	8.73	420	1.5	(4.5)	(9.0)	15
Port of Oakland (Senior/Subordinate)	A+/A	Negative	6,807	69	85	12.21	633	1.7	2.6	0.9	137
Port of Seattle (Senior/Intermediate/Subordinate)	AA/AA-/AA-	Negative	25,874	49	70	12.85	486	1.8	6.7	3.3	136
San Diego (Senior/Subordinate)	AA-/A+	Negative	12,356	38	96	10.74	839	2.0	4.0	7.1	95
San Francisco	A+	Negative	28,620	46	81	17.71	362	1.4	11.6	9.1	255
San Jose (Senior/Subordinate Bank Bonds)	A/A-	Negative	7,462	48	97	8.28	628	1.4	7.3	7.9	162
Median	_	_	7,135	47	95	10.21	660	1.8	4.0	3.7	99
Northeastern											
Buffalo (Niagara Frontier)	BBB+	RWN	2,519	30	99	10.79	256	2.5	4.8	2.0	57
Burlington, VT	BBB	RWN	693	34	100	6.99	180	1.6	4.3	2.4	44
Capital Region Airport, VA (Richmond)	А	Negative	2,143	20	100	5.49	536	3.3	1.0	(0.8)	34
Hartford (Bradley)	А	Negative	3,394	24	99	8.44	629	2.6	0.1	(1.3)	30
Massport (Boston)	AA	Negative	20,833	29	95	14.63	472	3.7	2.1	3.5	81
Metropolitan Washington Airports Authority	AA-	Negative	24,276	37	79	11.49 (DCA); 14.82 (IAD)	1,385	1.9	6.0	6.5	182
New York City JFK Terminal One (TOGA)	BBB	RWN	4,063	14	100	37.72	77	1.5	1.9	0.1	26
Philadelphia	А	Negative	16,088	70	68	14.95	321	2.1	8.8	5.6	103
Port Authority of New York/New Jersey (Senior/Payment Obligation)	AA-/A	RWN	70,251	23	76		254	2.2	6.9	7.8	347
Port Authority of New York/New Jersey											
(JFK International Air Terminal Four)	BBB	Negative	10,839	60	70	43.77	103	2.4	3.0	1.9	106
Rhode Island (Providence)	BBB+	Negative	2,046	38	99	9.63	733	1.9	3.8	1.7	108
Median	_	_	4,063	30	99	11.49	321	2.2	3.8	2.0	81
Southwestern											
Dallas-Fort Worth International Airport	A+	Negative	36,600	86	41	12.95	723	1.4	8.5	7.3	171
Dallas Love	А	Negative	8,309	94	67	8.56	303	4.7	2.1	1.6	26

Project Finance & Global Infrastructure Airports United States

Airport	Ratings	Outlook	Enplanements (000)	Largest Carrier Share (%)	O&D (%)	CPE (\$)	DCOH (Days)	Total DSCR (x)	Net Total Debt/ CFADS (x)	.0	Total Debt/Total Epax (\$)
El Paso, TX	Α	Negative	1,764	45	95	5.92	346	2.6	1.0	(0.7)	30
Houston Airport System (Subordinate Lien)	А	Negative	29,808	58	58	10.48 (IAH); 6.64 (HOU)	545	1.4	5.5	7.1	65
San Antonio (Senior/Subordinate + PFC)	A+/A	Negative	5,187	38	98	8.00	182	2.3	3.6	3.6	57
Median	_	-	8,309	58	67	8.28	346	2.3	3.6	3.6	57
Southeastern											
Atlanta (Hartsfield) (Senior/Subordinate)	AA-/AA-	Negative	54,532	80	39	2.77	863	2.2	3.6	4.3	53
Birmingham, AL	A-	Negative	1,534	33	97	11.07	1,011	1.9	2.5	1.4	105
Broward County (Fort Lauderdale)	A+	Negative	18,164	24	89	6.89	410	1.6	8.7	8.5	112
Charlotte/Douglas Int'l Airport	AA-	Negative	23,959	91	31	1.55	1,548	2.9	1.7	5.9	35
Lee County, FL (Fort Myers)	A	Negative	5,027	20	92	5.80	683	1.6	2.6	1.6	51
Miami (Miami-Dade County, FL)	A	Negative	22,685	67	70	19.23	260	1.3	12.5	7.9	252
New Orleans Aviation Board	A	Negative	6,832	36	96	6.71	688	1.3	11.5	9.3	148
Orlando (Senior/Subordinate) GOAA	AA-/A+	Negative	24,847	22	95	5.70	568	2.6	3.6	8.0	72
Palm Beach County, FL	A+	Negative	3,353	29	99	4.72	716	4.2	(1.4)	(2.2)	19
Raleigh Durham, NC	AA-	Negative	6,544	30	98	8.59	1,460	3.1	1.3	0.9	81
Tampa (Hillsborough County) (Senior/Subordinate)	AA-/A+	Negative	11,085	31	92	4.94	424	1.7	6.8	9.4	103
Median	_	_	11,085	31	92	5.80	688	1.9	3.6	5.9	81
Midwestern											
Chicago Midway (Subordinate Lien)	А	Negative	10,418	92	67	12.97	218	1.2	12.9	8.1	161
Chicago O'Hare	A	Negative	42,248	43	56	18.35	434	1.4	10.6	13.6	214
Cincinnati (Kenton Co, KY)	A+	Negative	4,554	45	95	4.51	569	6.2	(3.4)	(4.2)	16
Cleveland	A-	Negative	5,023	25	97	14.78	446	1.7	5.0	3.8	126
Dayton	BBB	RWN	892	46	100	9.47	292	1.6	4.5	3.1	78
Detroit (Senior/Subordinate)	A/A	Negative	18,121	74	58	9.84	129	1.3	9.3	7.8	113
Indianapolis	A	Negative	4,765	29	97	7.90	395	1.9	7.1	4.5	207
Kansas City	А	Negative	5,952	49	95	6.42	422	2.2	1.2	11.1	35
Louisville, KY	A+	Negative	2,048	26	100	5.42	1,244	2.0	0.9	(0.6)	80
Memphis	A	Negative	2,261	33	99	5.52	296	1.4	10.1	4.7	216
Milwaukee	A+	Negative	3,450	42	99	7.54	631	1.9	0.5	1.4	40
Minneapolis-St. Paul (Senior/Subordinate)	AA-/A+	Negative	19,181	55	63	6.93	735	2.1	4.6	2.8	80
Nashville (Subordinate)	Α	Negative	8,596	53	81	6.67	700	3.1	0.3	12.4	26
St. Louis (MO)	А	Negative	7,915	63	77	9.04	435	1.5	4.7	3.5	71
Median	-	_	5,488	46	95	7.72	434	1.8	4.7	4.2	80

CPE - Cost per enplanement. DCOH - Days cash on hand. DSCR - Debt service coverage ratio. CFADS - Cash flow available for debt service. Epax - Enplanements. RWN - Rating Watch Negative. DCA - Reagan National Airport.

IAD - Dulles International Airport. IAH - George Bush Intercontinental Airport. HOU - William P. Hobby Airport. PFC - Passenger facility charges. GOAA - Greater Orlando Aviation Authority. Note: Future leverage (rating case) is year five.

Source: Fitch Ratings, issuer-reported data.

Appendix J: Car Rental Financings/CONRACs – Revenue Risk Factors

Car Rental Financings/CONRACs – Revenue Risk Factors

Assessment	Revenue Risk – Volume	Revenue Risk – Price
Stronger	 Larger underlying airport passenger base, with clear positive trends in destination traffic. Broad Rental car participation (i.e. 10 or more rental car brands) with relatively low concentration from a single brand operator (i.e. less than 40%). Lower rental car transaction volatility with historical and prospective peak-to-trough decline below 10%. Established balance of rental car demand for business and leisure, or a premier leisure destination. Minimal competition from off-airport rental car operators or alternative ground transportation options. 	 Full local flexibility and demonstrated willingness on charge-setting authority with no or very limited pricing caps. Ability to charge rental car operators additional amounts (i.e. contingent rent) to meet facility costs in a timely manner. CFC rates are set to be sufficient at outset of financing of project with little or no projected increases in Fitch's rating case.
Midrange	 Midsize underlying airport passenger base, with largely stable trends in destination traffic. Moderate rental car participation (i.e. 5–10 rental car brands) with some concentration from a single-brand operator (i.e. 40% or more). Moderate rental car transaction volatility with historical and prospective peak-to-trough decline of 10%–20%. Balance of rental car demand for business and leisure with some exposure to seasonality/cyclicality. Moderate existing or potential competition from off-airport rental car operators or alternative ground transportation options. 	 Some constraints to charge-setting authority or subject to pricing caps by either ordinance, local or state regulations, or subject to some political or management willingness to maintain or raise rates. Ability to charge rental car operators additional amounts (i.e. contingent rent) subject to some contractual limitations, to meet facility costs in a timely manner. CFC rates likely to require moderate increases (i.e. at or near inflation) over debt term to support rising debt and/or operating project costs in Fitch's rating case.
Weaker	 Smaller underlying airport passenger base, with risks to volatility in destination traffic. Limited rental car participation with high concentration from a single-brand operator (more than 50%). Elevated rental car transaction volatility with historical and prospective peak-to-trough decline above 20%. Rental car demand not well-anchored by stable bus lines and leisure users. Material competition already in place from off-airport rental car operators or alternative ground transportation options. 	 Material economic, political or legal constraints to charge-setting authority, with specific pricing caps by either ordinance, local or state regulators. No ability to charge rental car operators additional amounts (i.e. contingent rent) to meet facility costs in a timely manner. CFC rates likely to require material increases (i.e. above inflation) over debt term to support rising debt and /or operating project costs in Fitch's rating case.
Revenue Risk Profiles	Volume/Price Assessments	
Stronger Profile	Stronger/Stronger; Stronger/Midrange	
Midrange Profile	Midrange/Stronger; Midrange/Midrange; Stronger/Midrange	
Weaker Profile	Midrange/Weaker; Weaker/Stronger; Weaker/Midrange; Weaker/Weaker	

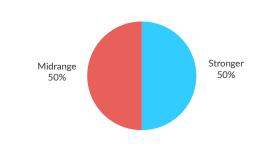
CONRAC – Consolidated rental car facilities. CFC – Customer facility charge. Source: Fitch Ratings.

Appendix K: CONRAC Attribute Scoring

Airport	Ratings	Outlook	Revenue Risk: Volume	Revenue Risk: Price	Infrastructure Development/Renewal	Debt Structure Senior
A Category Rating						
Atlanta	A	Negative	Stronger	Stronger	Stronger	Stronger
Charlotte	А	Stable	Midrange	Stronger	Stronger	Stronger
Hawaii Department of Transportation	А	Stable	Stronger	Stronger	Stronger	Stronger
Massport (Boston-Logan)	А	Stable	Stronger	Stronger	Stronger	Stronger
Miami MIC (FDOT)	А	Stable	Stronger	Stronger	Stronger	Stronger
Austin	A-	Negative	Midrange	Stronger	Stronger	Stronger
Houston	A-	Stable	Stronger	Midrange	Stronger	Stronger
Cincinnati	A-	Negative	Midrange	Stronger	Stronger	Stronger
Columbus	A-	Negative	Midrange	Stronger	Stronger	Stronger
Portland	A-	Negative	Stronger	Stronger	Stronger	Stronger
BBB Category Rating						
San Antonio	BBB+	Negative	Midrange	Stronger	Stronger	Stronger
Hartford	BBB	Negative	Midrange	Stronger	Stronger	Stronger

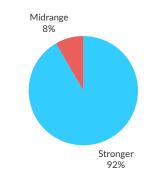
Source: Fitch Ratings.

Volume



Price

Source: Fitch Ratings.



Source: Fitch Ratings.

Appendix L: CONRAC Key Metrics

			Debt				Current	Contingent Rent	Rate		CFC		DSCR	
A incorrect	Detines	Quality	Outstanding	Final	Largest RC	Market	CFC Rate	Provision		Transaction	Revenues	DSCR with	without	Net Debt/
Airport	Ratings	Outlook	(⊅ №111.)	Maturity	Operator	Share (%)	(\$)	(Yes/No)	Level (x)	Days	(\$ 000)	Coverage (x)	Coverage (x)	CFADS (x)
A Category Rating														
Atlanta	A	Negative	347	2031	Vanguard	29	5.00	Yes	1.25 ADS	8,206,352	41,158	2.6	2.3	2.1 (senior); 3.6 (total)
Charlotte	А	Stable	85	2041	National	29	4.00	Yes	1.25 ADS	3,392,000	13,570	3.5	3.2	0.5
Hawaii Department of Transportation	A	Stable	901	2048	Alamo	22	4.50	Yes	1.40 ADS	16,084,000	72,379	5.1	4.8	4.3
Massport (Boston-Logan)	А	Stable	310	2041	Hertz	21	6.00	Yes	1.30 ADS	5,586,124	33,516	2.9	2.6	2.6
Miami MIC (FDOT)	А	Stable	370	2044	Alamo	27	4.85	Yes, if projected PLCR falls	1.30 PLCR	9,498,527	43,691	N.A.	2.3 (PLCR)	4.0
Austin	A-	Negative	156	2042	Enterprise	38	5.95	Yes	1.25 ADS	2,826,642	16,819	2.4	2.0	5.8
Houston	A-	Stable	132	2028	Vanguard	27	4.00	No	1.25 ADS	4,417,866	17,671	1.9	1.6	1.5
Cincinnati	A-	Negative	170	2049	National	24	7.50	Yes	1.25 ADS	1,617,326	12,130	4.0	3.5	7.8
Columbus	A-	Negative	153	2048	Hertz	20	6.50	Yes	1.25 ADS	1,780,106	8,274	3.4	2.9	10.5
Portland	A-	Negative	282	2049	Hertz	20	6.00	Yes	1.50 ADS	3,791,000	16,238	15.9	13.9	8.3
Median	_	_	226	_	_	26	5.48	-	_	4,104,433	17,245	3.4	2.7	4.0
BBB Category Rating														
San Antonio	BBB+	Negative	171	2045	Hertz	21	5.50	Yes	1.25 ADS	2,531,728	13,925	2.3	2.0	6.4
Hartford	BBB	Negative	210	2049	Enterprise	45	8.40	Yes	1.25 ADS	1,545,540	11,591	N.A.	N.A.	10.8
Median - Total Portfolio	_	_	190	_	_	26	5.73	_	_	3,591,500	16,529	3.1	2.6	4.3

CONRAC - Consolidated rental car facilities. RC - Rental car. CFC - Customer facility charge. DSCR - Debt service coverage ratio. CFADS - Cash flow available for debt service. ADS - Annual debt service. PLCR - Projected life coverage ratio. N.A - Not available.

Source: Fitch Ratings, issuer-reported data.

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Item 7

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AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE:

June 17, 2021

8 minutes

TIME ESTIMATE:

AGENDA ITEM TITLE:

Receive nominations and vote for Chairman and Vice-Chairman to serve from July 1, 2021 to June 30, 2022.

DATE THIS ITEM WAS LAST CONSIDERED BY COMMISSION:

SUMMARY OF ISSUE/ TOPIC:

STAFF RECOMMENDATION:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

STAFF:

Airport Director

Attachment

N/A

The Chair and Vice-Chair serve for one year terms and they are elected to their positions by a vote of the entire Airport Commission. Typically the nominations are received in May followed by a vote at the June meeting. The Chairman may call for additional nominations at the June meeting prior to the official vote. The job of the Chairman and Vice-chairman are described in the Commission By-laws. Each member of the Airport Commission will be given a ballot by the Airport Director and they will cast their vote for the approved slate of officers. The votes will be tallied by the Airport Director who will give the results to the Chairman for his announcement of the Chair and Vice-Chair.

Receive additional nominations for the Chairman and Vice-chairman positions for FY 2023 and hold an election to select the slate of officers.

N/A

N/A

Juan E. Rivera, (703) 257-1882

Item 10

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AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE:

June 17, 2021

5 minutes

TIME ESTIMATE:

AGENDA ITEM TITLE:

LAST CONSIDERED BY COMMISSION:

SUMMARY OF ISSUE/ TOPIC:

STAFF RECOMMENDATION:

DISCUSSION (IF NECESSARY):

August 27, 2020 In 2020, the Airport Commission recommended approval of the new Minimum

Consideration of a proposed changes to the Airport Minimum Standards that would

reduce the 600 square feet office requirement for flight schools to 300 square feet.

Standards, which were subsequently approved by City Council. After a year of exercising the standards, the staff has recognized that based on how flight schools operated today, the square footage requirement for flight schools looked to be excessive.

Staff recommends changing the facility requirement for Article 11 (Flight Training) from 600 square feet to 300 square feet.

Staff surveyed all the flight schools on the field and found that square footage ranged from 600 square feet to 2,100 square feet. During COVID, a number of flight schools found alternative means to instruct their students, resulting in less office space required to conduct activities. New office space on the field is very limited and it was hard to find continuous space that met the 600 square foot threshold.

BUDGET/FISCAL IMPACT:

STAFF Airport Director

import Billett

Attachment

N/A

Richard Allabaugh, 257-8402

Manassas Re	gional	Airport
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Section 10.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

- 1. A building that will provide a minimum of two hundred fifty (250) SF of properly lighted and heated office space with immediate access to customer waiting area/lounge and sanitary restrooms.
- 2. A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of two (2) Small Aircraft, a minimum thirty two hundred (3,200) SF.
- 3. A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.
- 4. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 11 Flight Training (SASO)

Section 11.1 Statement of Concept

A Flight Training business engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, and provides such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilot certificates and or ratings involved.

Section 11.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

- 1. A Flight Training Operator shall meet all the appropriate requirements under Code of Federal Aviation Regulations 14 (CFR) Part 61,141 and or 142.
- 2. A minimum of one (1) fixed wing or one (1) rotary wing Aircraft. Aircraft can be either owned or leased to the Operator.
 - a. Non-Tenant Operators are limited to one (1) fixed wing or one (1) rotary wing Aircraft. Non-Tenant Operators who operate more than one (1) Aircraft will be considered a Non-Franchise Tenant and will be required to meet facility requirements as spelt out in Section 11.3.
- 3. A minimum of one (1) currently FAA Certificated pilot, with appropriate Instructor Rating and current FAA medical certificate, if applicable, on duty during the appropriate business hours.

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Item 10

5.	Provide insurance coverage in amounts not less than specified in Appendix A.			
Sect	ion 11.3 Facilities			
facil	The Operator shall lease from the Airport sufficient land to lease or construct the following ities:			
1.	A building which will provide a minimum of <u>three hundred (300)</u> SF of properly lighted and heated classroom and office space and have immediate access to customer waiting area/lounge and sanitary restrooms.	Deleted: six hundred Deleted: 6		
2.	A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of one (1) Small Aircraft, a minimum sixteen hundred (1,600) SF.			
3.	Adequate classroom training aids that may include mock-ups, pictures, slides, video and/or digital media to provide proper ground school instructions.			
4.	A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.			
5.	With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.			
	Article 12 Aircraft Sales (SASO)			
Sect	Article 12 Aircraft Sales (SASO) ion 12.1 Statement of Concept			
thro				
thro assis marl	ion 12.1 Statement of Concept An Aircraft Sales business engages in purchasing and selling of new and/or used Aircraft ugh various methods including matching potential customers with an Aircraft (brokering), sting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and			
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Minimum Standards

Manassas Regional Airport

Maintain hours of operation sufficient to meet public demand.

4.

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Item 11

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AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE:

June 17, 2021

TIME ESTIMATE: 5 minutes

AGENDA ITEM TITLE:

Consideration of adding the requirement for having \$1 million in Contractor's Pollution Insurance to the Airport's Insurance Matrix that would apply to all fuel operators that transport fuel on the Airport

DATE THIS ITEM WAS LAST CONSIDERED BY COMMISSION:

SUMMARY OF ISSUE/ TOPIC:

STAFF RECOMMENDATION:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

Airport Director

Attachment

August 27, 2020

In 2020, the Airport Commission recommended approval of the new Minimum Standards, which were subsequently approved by City Council. Shortly after, it was brought to staff attention that the Environmental Liability Insurance was too broad and specific coverages needed to be identified for Aircraft Fuels and Oil Sale Services.

Staff recommends revising the Environmental Impairment Liability Insurance Requirements for Articles 6 and Non-Commercial Self-Fueling to "Contractor's Pollution Insurance Policy and Storage Tank Liability" in the amount of \$1 Million per occurrence.

Staff consulted with the Risk Manager, aviation insurance companies, and local operators regarding the Environmental Impairment Liability Insurance Requirement. The current policy amount and specific policy is both unreasonably expensive and most brokers don't provide the type of policy. It was recommended that staff evaluate the exposure risk of each operator and set environmental requirements based on their operations. It should not be across the board.

N/A

Juan Rivera, 257-8261

Minimum Standards Insurance Requirements

Insurance Matrix

Disclaimer: The Manassas Regional Airport Minimum Insurance Requirements are established solely for the purpose of protecting the interests of the City of Manassas under this contract, and should not be relied upon or used for any particular purpose. Specifically, each operator should exercise its own independent judgment and discretion in determining the insurance coverages and amounts necessary to fully protect its interests. The City of Manassas shall not be held responsible in any way for, and specifically disclaims any liability arising out of or in any way connected to, reliance on or use of any of the information contained or referenced on this Matrix or Minimum Standards for Airport Aeronautical Service and Aeronautical Activity Providers. The information contained or referenced in this Matrix is not intended to constitute and should not be considered legal or professional advice, nor shall it serve as a substitute for the recipient obtaining such advice.

Annual Review

This Insurance Matrix will be reviewed annually and the Airport Director or Risk Management may require additional limits of liability or other insurance coverage based upon the type of business operation or change in the entity's risk exposure.

Additional Requirements

Additional Insured - The City of Manassas shall be named as an Additional Insured on ALL policies. A separate endorsement must be provided.

Insurance Rating - Each policy of insurance required should 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

			Minimum Require	ments			
Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability**	Hangar Keepers Liability	Aircraft Liability	Environmental Liability	Commercial Automobile Liability	Flight Instructor Professional Liability
Article 6 Aircraft Fuels and Oil Sales and Service	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable)	Coverage required is based on the type of aircraft under custody of the business.		Contractor's Pollution Insurance Policy \$1,000,000 per occurrence Storage Tank Liability \$1,000,000 per occurrence	Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	
		\$1,000,000 / \$3,000,000 per occurrence / aggregate If services are provided to Airlines \$5,000,000 per occurrence					

Appendix A

Item 10 Insurance Matrix

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability**	Hangar Keepers Liability	Aircraft Liability	Environmental Liability	Commercial Automobile Liability	Flight Instructo Professional Liability
Article 8 Airframe and Power plant Repair	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.			Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	
Article 9 Aircraft Component Repair	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.			Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	

Appendix A

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability**	Hangar Keepers Liability	Aircraft Liability	Environmental Liability	Commercial Automobile Liability	Flight Instructo Professional Liability
Article 10 Aircraft Rental	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required if Aircraft are being serviced by Entity or owned by an Entity other than the rental company	Piston/Turbine/Helicopter \$1,000,000 Combined Single Limit		Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	
Article 11 Flight Training	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required if Aircraft are being serviced by Entity or owned by an Entity other than the flight training operator.	Piston/Turbine/Helicopter \$1,000,000 Combined Single Limit		Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	\$1,000,000 per occurrence

Appendix A

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability**	Hangar Keepers Liability	Aircraft Liability	Environmental Liability	Commercial Automobile Liability	Flight Instructor Professional Liability
Article 12 Aircraft Sales	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.	Piston/Turbine/Helicopter \$1,000,000 Combined Single Limit		Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	
Article 13 Air Charter Operations or Aircraft Management Operator	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required if Aircraft are being serviced by Entity or owned by an Entity other than the Charter or Management Operator.	Piston/Turbine/Helicopter \$1,000,000 Combined Single Limit		Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	

Appendix A

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability**	Hangar Keepers Liability	Aircraft Liability	Environmental Liability	Commercial Automobile Liability	Flight Instructor Professional Liability
Article 14 Non-Tenant Operator	The most strin	S gent requirements will be applied for ap	•	nce requirements to be based on ort Liability, Aircraft Liability, Corr	••		al Impairment.
Article 15 Rental Car Business (Non-Franchise Tenant)	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence				Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	
Article 19 Specialized Commercial Operations	The most strin			uirements to be based on the typ ort Liability, Aircraft Liability, Corr		gar keepers and Environment	al Impairment.
Article 21 Flying Clubs		General Liability \$1,000,000 per occurrence Property Damage \$100,000	Coverage required if Aircraft are being serviced by an Entity or other than the flying club	Piston/Turbine/Helicopter \$1,000,000 Combined Single Limit		Proof of coverage	

Appendix A

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability**	Hangar Keepers Liability	Aircraft Liability	Environmental Liability	Commercial Automobile Liability	Flight Instructor Professional Liability
Rules & Regulations Non-Commercial Self-Fueling Over 12,000 Gallons Annually	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 / \$3,000,000 per occurrence / aggregate	Not Applicable	Not Applicable	Contractor's Pollution Insurance Policy \$1,000,000 per occurrence Storage Tank Liability \$1,000,000 per occurrence	Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence	

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AIRPORT COMMISSION AGENDA STATEMENT MEETING DATE: June 17, 2021 TIME ESTIMATE: 5 minutes Consideration of and recommendation to City Council of requested changes to the AGENDA ITEM TITLE: Franchise between the City of Manassas and Chantilly Air Inc. (Ordinance #O-2021-04) (5 minutes, Staff: Juan Rivera) DATE THIS ITEM WAS LAST CONSIDERED BY N/A COMMISSION: SUMMARY OF ISSUE/ Chantilly Air Holdings has requested minor changes to the Franchise (Ordinance TOPIC: No: O02021-14 approved by City Council at their April 12, 2021 meeting. Some of the requested changes can be made by the Airport Commission pursuant to Article III, Use of Demised Premises, Section 3.3 of the Franchise. The additional changes must be approved by the City Council through an amendment to the Franchise Document. The City Attorney and the Airport Director have reviewed the requested changes and find the acceptable. STAFF The staff recommends acceptance of the requested changes approved by the City **RECOMMENDATION:** Attorney and Airport Director and to recommend that the City Council adopt the changes in by way of an amendment to the Franchise Ordinance. DISCUSSION N/A (IF NECESSARY): **BUDGET/FISCAL** N/A **IMPACT:** Juan E. Rivera, 257-1882 **STAFF:**

Airport Director

Attachment

ORDINANCE NO: O-2021-14

FRANCHISE AGREEMENT

FOR PARCELS 5 & 6 EAST CORPORATE AVIATION HANGAR AND OFFICE COMPLEX, MANASSAS, VA 20110 AT THE MANASSAS REGIONAL AIRPORT

ORDINANCE

First Reading: Second Reading: Enacted: Effective: March 22, 2021 April 12, 2021 April 12, 2021 April 12, 2021

AN ORDINANCE TO LEASE PROPERTY BETWEEN THE CITY OF MANASSAS AND CHANTILLY HOLDINGS, LLC

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FRANCHISE AGREEMENT

THIS FRANCHISE 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.** Chantilly Holdings, LLC, (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 roadway, landing ways, 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 south east side of the Airport and known as parcels 5 & 6 located at 10500 and 10502 Wakeman Drive, Manassas, VA 20110 (the "*Demised Premises*"); and

WHEREAS, the Demised Premises is currently developed land with two 12,000 square foot (sf) hangars and 2,000 sf of office space; and

WHEREAS, the Lessee desires to upgrade the existing office space and hangars and lease the Demised Premises for the purpose of: (i) parking, storage, servicing, repair and maintenance of aircraft; and (ii) corporate flight operations; and

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 metes and bounds description contained on **Exhibit A** attached hereto and incorporated herein by reference.

<u>ARTICLE – I</u> TERM

1.1 <u>Term</u>.

The Term of this Agreement shall be for a period of thirty (30) years commencing on April _____12, 2021 (the "*Commencement Date*"), and expiring at midnight on <u>April 12, 2051</u> (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 ninety (90) days advance notice (the "*Early termination Notice*"), to terminate this Agreement at any time after ten (10) years 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 survive termination in accordance with the terms of this Agreement, shall survive Early Termination of this Agreement.

1.3 <u>Encumbrance by Lessee</u>.

Subject to City's prior review and approval, not to be unreasonably withheld <u>conditioned</u> <u>or delayed</u>, the Lessee shall have the right to encumber its interest in this Agreement in order to finance any Improvements to the leasehold made or to be made by Lessee and other capital investments directly related to Lessee's business permitted to be conducted from the Demised Premises.

<u>ARTICLE – II</u> 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 <u>Title to Improvements</u>.

The Improvements 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.

<u>ARTICLE – III</u> USE OF DEMISED PREMISES

3.1 <u>Permitted Use</u>.

Subject to the terms of this Agreement, the City grants to Lessee the non-exclusive <u>access</u> to and from the public areas of the Airport and 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 and maintenance of aircraft.
- 3.1.3 Installation and Repair of Aircraft Avionics.

3.1.4 Corporate flight operations.

- 3.1.5 Sale of aviation fuel and oil (Jet A and 100LL) to the public.
- 3.1.6 Airframe and Powerplant (A&P) Repair Services (A&P services shall be provided by the Lessees and its employees pursuant to the Manassas Regional Airport Minimum Standards for Airport Aeronautical Service and Aeronautical Activity Providers (the "Airport Minimum Standards")
- 3.1.7 Aircraft Sales, leasing and/or brokerage
- 3.1.8 Aircraft Management. For the purpose of this Agreement, Aircraft Management is defined as the oversight, personnel administration, report, maintenance administration, scheduling and dispatching of an aircraft not owned or leased by the Franchise holder.
- 3.1.9 Aircraft Charter
- 3.1.10 Sale of pilot supplies such as but not limited to charts, fuel strainers, batteries, checklist, log books. and flashlights.

3.1.4

3.2 <u>Fuel Sales</u>.

Franchise Agreement [O-2021-14] 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 Manassas Regional Airport Commission ("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 the City's Airport 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 <u>Rent Payable</u>.

For use and occupancy of the Demised Premises and privileges herein granted, the Lessee agrees to pay to the City, as rent, those amounts set forth and reserved in the Payment Schedule attached hereto and made part of this Agreement as <u>Appendix B</u> (as outlined in the Payment Schedule, the "*Rent*").

4.2 <u>Rent Commencement Date</u>.

The Lessee shall commence paying Rent in accordance with the Payment Schedule on the date that Lessee occupies the Demised Premises and commences the conduct of its business therefrom (as applicable, the "*Rent Commencement Date*").

4.3 <u>Pavment</u>.

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.

4.4 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 percent (20%) in order to compensate the City for it additional administrative expenses incurred in collecting the Rent.

<u>ARTICLE – V</u> HANGAR CONSTRUCTION

5.1 Hangar and Office Renovations and Upgrades Required.

The Lessee shall at its sole cost renovate and upgrade the <u>Improvements</u>, including two existing hangars, office space, parking spaces and ramp. At a minimum, the Lessee shall complete the following upgrades to the facilities:

- a. Mill and overlay the existing parking lot spaces and driveways as originally designed.
- b. Mill and overlay the existing ramp/apron as originally designed using the appropriate FAA approved design mix for the largest aircraft anticipated to use the facility.
- c. Have the entire exterior of both hangars and office space professionally primed and painted.
- d. Have the entire interior of both hangars and office space professionally painted.
- e. Replace/repair insulation in both hangars to like new condition. The minimum R value for wall is R-13 and R-19 for roofs.
- f. Replace all existing halogen hangar lights with energy saving LED lights in both hangars.
- g. Replace existing infrared radiant gas heaters in both hangars with new energy efficient heaters.
- h. Paint and refinish both hangar floors to like new condition.
- i. Replace existing office space heating and cooling (HVAC) units with new energy saving units.
- j. Replace the roof on both hangars and office roof system.

Nothing in this section precludes the Lessee from making other renovations and upgrades to the existing two hangar and office space, or from submitting plans to the City for the expansion of the existing hangars. Prior to any expansion or major renovation of existing hangars, the Lessee shall submit a site plan and meet all other engineering and development requirements as required by the City's Design and Construction Standard Manual. The following minimum administrative items must be included for each site plan submittal:

- 1. A Standard City of Manassas Cover Sheet;
- 2. A Stormwater Management Fact Sheet;
- 3. Current Unit Price List for Performance Bonds and Escrows;
- 4. A completed City of Manassas Standard Details and Erosion Control Sheet;
- 5. Applicable Fees;

- 6. Airport Approved Construction Safety Plan
- 7. Plat of Survey
- 8. Metes and Bounds of the property

5.2 <u>Timing and Requirements of Upgrades and Renovations</u>.

All renovations and upgrades to the hangars, office space, parking spaces and ramp outlined in Article V, Section 5.1 shall in all instances commence within ninety (90) days of the Franchise Commencement Date and all upgrades shall be completed within eighteen (18) months of the Commencement Date.

Prior to starting upgrades, the Lessee shall provide the Airport Director with copies of the estimated cost, name of licensed contractor, and the scope of work for each of the upgrades. As each upgrades is completed, the Lessee shall provide the Airport Director with a copy of the final invoice, warranties, and a written notice of completion (NOC). Prior to commencement of any work, Lessee shall make certain all necessary construction permits have been issued by the City.

5.3 Extensions to Complete Upgrades.

Lessee shall be entitled to a day for day extension of the completion date for each day of delay as a result of force majeure events as provided in Section 28.3 of this Agreement. In addition, the Airport Director may, in his discretion, approve an extension of the completion date upon Lessee's request, which approval is not to be unreasonably withheld, <u>conditioned or delayed</u>, but any such extension shall not exceed ninety (90) days.

5.4 Failure to Complete Upgrades.

In the event the Lessee fails to substantially complete the required upgrades in accordance with Article V, Section 5.1 in the time designated by this Agreement, including any extensions approved by the Airport Director, this Agreement shall, upon thirty (30) days notice from the City, automatically terminate and with the exception of Lessee's obligations hereunder which by their terms survive the expiration or earlier termination of this Agreement, neither party shall thereafter have any further obligation to the other under this Agreement upon such termination. Notwithstanding the foregoing, in the event Lessee substantially completes the upgrades prior to the expiration of the foregoing thirty (30) day notice period, this Agreement shall not be deemed to have terminated and shall remain in full force and affect.

<u>ARTICLE – VI</u> ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

6.1 **Delivery of Demised Premises.**

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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 suitableness and sufficiency for the Permitted Use hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make improvements, repairs or restoration upon or to the Demised Premises or to any of the Improvements presently located thereon. The City shall never have any obligation to repair, maintain or restore, during the Term of this Agreement, any of the Improvements currently upon or hereafter placed upon the Demised Premises by the Lessee, its successors and assigns.

6.2 Maintenance Costs and Requirements.

The Lessee shall throughout the Term of this Agreement assume the entire responsibility, cost and expense for all repair and maintenance whatsoever on the Demised Premises and all Improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, during the Term of this Agreement and without limiting the generality hereof, Lessee shall:

6.2.1 <u>Clean and Orderly Condition</u>.

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.

6.2.2 **<u>Ouality of Maintenance.</u>**

Maintain the quality of the Improvement at a level which is at all times equal to or greater than at the time of its original construction, 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 in writing, giving specifics of its findings.

6.2.3 Lights and Security System.

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

6.2.4 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.

6.2.5 <u>Erosion and Plantings</u>.

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.

6.2.6 <u>Utility Lines</u>.

Be responsible for the maintenance and repair of all utility service lines placed on or below the Demised Premises and used by the Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and sanitary sewers and storm sewers.

6.2.7 Repair and Rehabilitation of Parking lots, Ramps and Pavement.

Mill and repave all of its ramps and parking lots every eighteen (18) years through the end of the Term of this Agreement. The Lessee shall develop a pavement maintenance plan to maintain the ramps and parking lots by all means necessary, to include, but not limited to slurry sealing, crack sealing, and pothole repair as necessary over the Term of this Agreement. All materials used for restoring pavement shall meet FAA specifications.

6.3 Failure to Repair.

In the event the Lessee fails within a period of thirty (30) days after notice from the City: 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 or Emergency 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 <u>Major Alterations</u>.

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, conditioned 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

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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 <u>Title</u>.

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 <u>Bonding</u>.

Lessee shall, prior to constructing any Improvements <u>pursuant to this Agreement</u>, shall 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.

<u>ARTICLE – VII</u> ADDITIONAL OBLIGATIONS OF LESSEE

7.1 <u>Ouiet Operations</u>.

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 ("*Personnel*") 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. Lessee shall be responsible for any damage caused by its Personnel.

7.4 <u>Proper Attire</u>.

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 times 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. If the Lessee's trash receptacles or dumpsters are approved by the Airport Director to be located within the perimeter security fence of the Airport, then the Lessee shall be responsible for

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escorting any trash vendor to and from its dumpster when it needs to be dumped. The Lessee is solely responsible for the actions of its vendors while inside the fence.

7.8 <u>Nuisance</u>.

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 <u>Systems Access</u>.

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 protectionsystem, 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 day.

7.13 Fire Extinguisher.

The Lessee shall maintain all required fire extinguishing apparatus in accordance with appropriate standard of the National Fire Protection Association (NFPA) 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, or food-services ermorchandise 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 <u>Noise</u>.

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 <u>Outside Storage</u>.

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), Terminal Instrument Procedures (TERPS) and/or any other regulations promulgated by proper authority. The Lessee agrees to contact the Airport Director 48 hours in advance of using a crane on the Demised Premises and shall complete a FAA 7460 form prior to the use of a crane when required by the FAA.

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.

7.22 <u>Animals</u>.

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

<u>ARTICLE – VIII</u> INGRESS AND EGRESS

8.1 <u>Common Right of Ingress/Egress</u>.

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 rights 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 <u>Closure of Access and Taxiways</u>.

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.

8.3 Ingress/Egress on Taxilane Zulu.

Taxilane Zulu (Z) will be used by the Lessee for aircraft ingress and egress from its Premises. Taxilane Z was designed for Airplane Design Group (ADG) II aircraft (Tail Height 20' - < 30'/Wingspan 49' - < 79'), therefore, the Lessees shall not taxi aircraft under power to and from the hangars that are larger than an ADG II. Aircraft that are ADG III or larger must be towed to the hangars and accompanied by wing walkers.

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 any security services it may contract 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 <u>No Liability</u>.

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 <u>Lessee's Security Obligation</u>.

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 or Airport Operations Area (AOA). The Lessee shall abide by the Airport's Security Plan, as the same may be amended or supplemented from time to time.

The Lessee shall install gate operators and gate card readers at all its vehicle and pedestrian gates that are located on its premises and under the control of the Lessee. The cards for the card readers shall be compatible with the Airport's gate cards. If the gate(s) is not frequently used, the Lessee may chain the gate closed with written permission from the Airport Director. The Lessee shall provide the Airport staff with gate cards and or keys if requested.

<u>ARTICLE – X</u> LIABILITIES AND INDEMNITIES

10.1 <u>No Liability</u>.

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.

10.3 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.

<u>ARTICLE – XI</u> 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.

<u>ARTICLE – XIII</u> ASSIGNMENT AND SUBLEASE

13.1 <u>Further Encumbrances</u>.

Except as permitted in Section 1.3, 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 <u>City's Consent to Assignment.</u>

Any assignment of this Agreement approved and ratified by the City shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of the Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

13.4 <u>Subletting of Hangar and Office Space</u>.

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 (a *"Permitted Sublease"*). The subletting of Hangar(s) for non-aeronautical purposes is strictly prohibited.

13.5 <u>No Release</u>.

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.

13.6 **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.

13.7 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 13.7, 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 <u>Condemnation and Distribution of Award</u>.

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 land only portion of 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 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 <u>Total Condemnation</u>.

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) day 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 <u>Temporary Taking</u>.

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.

<u>ARTICLE – XV</u> NON-DISCRIMINATION

15.1 <u>Title 49 Compliance</u>.

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 <u>Covenant Not to Discriminate</u>.

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 <u>Indemnity</u>.

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 <u>Required Governmental Permits</u>.

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 <u>Permit Fees</u>.

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 <u>Compliance with Laws, Rules and Regulations</u>.

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 shall not exceed the amount that is allowable under applicable laws and the Rules and Regulations of the Airport.

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 or willful misconduct.

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 or willful misconduct of the City.

<u>ARTICLE – XVIII</u> 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 <u>Additional Rent</u>.

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 Public Safety.

In the event it is necessary for the Airport to increase security because of special threats or Federal mandates beyond the control of the Airport, or the Airport Director determines it is in the best interest of the Airport to provide Aircraft Rescue and Fire Fighting (ARFF) services at the Airport, then the 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 <u>Taxes</u>.

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 <u>Plan Review Fee</u>.

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 \$3,500.00 per review.

18.6 <u>Reimbursement for Advertising</u>.

Lessee shall be responsible for reimbursing the City for the entire cost of advertising the bid of this Agreement in a publication as required Section 15.2-2101 of the Code of Virginia, as amended.

18.7 <u>Attorney Fees</u>.

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, refinancing on the part of the Lessee, or any other legal documents that are for the benefit of the Lessee.

<u>ARTICLE – XIX</u> 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 <u>Non-Monetary Default</u>.

Any one or more of the following events (each, a "*Non-Monetary Default*") constitutes a Non-Monetary Default under this Agreement:

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 <u>Receiver</u>.

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 for a period of sixty (60) days without the City's consent;

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 <u>Covenants and Conditions</u>.

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 and other than filing of a bankruptcy petition by Lessee as provided in Section 19.3.1 above, for which no notice or cure period is applicable), 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 Abeyance of Notice of Cancellation.

Notwithstanding the foregoing, should the City after giving the Notice of Cancellation determine in its sole, absolute and unappealable 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 unappealable 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 <u>Termination of Rights After Default</u>.

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 and any entity to whom Lessee has encumbered its interest in the Agreement pursuant to Article 1.3.

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 <u>Waiver</u>.

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.

<u>ARTICLE – XX</u> TERMINATION BY LESSEE

21.1 <u>Termination by Lessee</u>.

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 unaccrued obligation hereunder, by giving the City thirty (30) 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.

<u>ARTICLE – XXI</u> SURRENDER AND RIGHT OF REENTRY

21.2 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 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.

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ARTICLE XXIII

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

In the event that the Agreement shall have been terminated in accordance with the 23.1 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, reentry, 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 <u>Notice</u>.

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:	The Honorable Mayor The City of Manassas Manassas Regional Airport 9027 Center Street Manassas, Virginia 20110
	With a copy to:
	Manassas Regional Airport ATT: Director's Office Manassas Regional Airport 10600 Harry J. Parrish Blvd., 2 nd Floor, Manassas, Virginia 20110
The Lessee:	Mr. John Gudelsky, President Chantilly Holdings, LLC 10660 Skyview Terrace, Suite 100 Manassas, Virginia 20220

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 <u>No Extension of Term</u>.

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.

<u>ARTICLE – XXVII</u> 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.

<u>ARTICLE – XXVIII</u> MISCELLANEOUS PROVISIONS

28.1 <u>Remedies to be Nonexclusive</u>.

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, COVID-19 Pandemics, 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 <u>Ouiet Enjoyment</u>.

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 <u>Estoppel Certificate</u>.

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 hangars at its based operations to the Airport Director.

28.9 General Provisions.

28.9.1 <u>Unauthorized Use</u>.

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 <u>Venue and Jurisdiction</u>.

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 <u>No Third Party Beneficiary</u>.

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 <u>Ambiguity</u>.

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 <u>Binding Effect.</u>

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 <u>*Titles and Headings.*</u>

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 <u>No Partnership</u>.

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 by the City Council 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 Council, 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 <u>Administrative Appeal Process</u>.

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.

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 <u>Aerial Obstruction</u>.

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 <u>Time of War and Emergency</u>.

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 <u>No Air Rights</u>.

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.

<u>ARTICLE – XXX</u> INSURANCE REQUIREMENTS AND DAMAGE OR DESTRUCTION

30.1 Property Insurance.

To safeguard the interest and property of the City, the Lessee at its sole cost and expense, shall procure and maintain throughout the Term of this Agreement insurance protection for all risk coverage on the Improvements of which the Demised Premises is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof ("*Property Insurance*"). Tenant's-Lessee's Property Insurance coverage shall include business interruption coverage, inclusive of rental insurance for a minimum period of one (1) year (inclusive of all Rent and other charges reserved under this Agreement), terrorism, and increased cost of construction, on all alterations and all contents of the Demised Premises, including leasehold improvements as will protect Lessee and City from damage to real and personal property of City while in the care, custody or control of Lessee. The Property Insurance shall name the City as additional insured and provide thirty (30) days notice of cancellation or material change, by registered mail, to the City, Attention: Airport Director.

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 \$3,000,000 per occurrence/\$5,000,000 in aggregate, 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. In the event Lessee is permitted by this Agreement to sell any alcoholic beverages from the Demised Premises, Lessee shall maintain Liquor Legal Liability insurance coverage either as part of Tenant's-Lessee's CGL Insurance Coverage or as separate coverage, covering any claim for damages due to bodily injury (including death), personal injury, or property damage arising out of or in any way connected with the selling, serving, or distribution of alcohol. Such insurance shall provide coverage in an amount equal to the full amount maintained from time to time by the Lessee in the normal course of its business, but in no event, shall such coverage be in an amount of less than \$3,000,000 per occurrence/\$5,000,000 in aggregate. The City shall be named as an additional insured.

30.3 <u>Automobile</u>.

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 \$2,000,000.00 per occurrence/\$3,000,000.00 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; (a) 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 Disbursement of Insurance Proceeds.

To the extent that any loss is recouped by actual payment to the City of the proceeds of the insurance, the amount of such proceeds will be paid to the Lessee as necessary to cover its costs of repair, reconstruction or rebuilding that portion or all the Demised Premises which has been damaged or destroyed by the casualty.

Such payment will be made by the City to the Lessee in installments as work progresses provided that as to each request for payment the Lessee shall certify by a responsible officer or authorized representative of the Lessee that the amounts requested are due and payable to its contractor for work completed. Upon completion of all the work, the Lessee shall again certify by a responsible officer or authorized representative of the Lessee that such repair, reconstruction or rebuilding has been completed, that all costs in connection therewith have been paid by the Lessee and said costs are fair and reasonable and said certification shall also include an itemization of the total costs incurred by the Lessee for such repairs, reconstruction or rebuilding. If the insurance proceeds are not sufficient, the Lessee agrees that it shall immediately bear and pay the deficiency in order to promptly complete the repairs, reconstruction of rebuilding. If the insurance proceeds are not sufficient, the Lessee agrees that it shall immediately bear and pay the deficiency in order to promptly complete the repairs, reconstruction or rebuilding. If any improvements covered by Property Insurance are not fully rebuilt within 24 months of the date of loss, any proceeds remaining after expenditures under this paragraph 30.6 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 loss. The Lessee may alienate its proceeds or right to receive proceeds under this provision.

30.7 <u>Review of Coverage Limits</u>.

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 minimum requirements discussed in Article XXX herein and the Airport Minimum Standards.

30.8 <u>Coverage Locations</u>.

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

30.9 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 Lessee's insurance.

30.10 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.

30.11 Obligation to Repair.

In the event any Improvements on the Demised Premises are damaged or destroyed, Lessee shall promptly repair, reconstruct or rebuild the Improvements substantially as they were immediately prior to such casualty or in a new or modified design as approved by the City, but subject to all applicable building codes existing at the time of such repair, reconstruction or rebuilding. In the event of damage or destruction to any of the Improvements upon the Demised Premises, the City shall have no obligation to repair or rebuild the Improvements or any fixtures, equipment or other personal property on the Demised Premises.

30.12 <u>Replacement of Fixtures and Equipment.</u>

Immediately after the completion of the repairs, reconstruction or rebuilding, as the case may be, Lessee shall, at its sole cost and expense, replace and repair any and all fixtures, equipment and other personal property necessary to properly and adequately continue its business from the Demised Premises, provided however, Lessee shall not be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction except as the same may be required by applicable codes and regulations existing at the time of such repairs are being made. Lessee covenants and agrees that its work to repair, restore, reconstruct or to rebuild the damage to the Demised Premises will be promptly commenced and prosecuted to completion with due diligence, subject to delays beyond the Lessee's control. During such periods of repair, reconstruction or rebuilding Tenant's Rent shall not abate.

<u>ARTICLE – XXXI</u> HAZARDOUS MATERIALS

31.1 <u>Covenant with Respect to Hazardous Materials</u>.

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 Transportation, Storage, Labeling and Disposal of Hazardous Material.

Lessee further warrants that, all Hazardous Material on or upon the Demised Premises will be transported, stored, labeled, used and disposed of in accordance with applicable law. Lessee shall keep all required MSDS sheets on site open for inspection by the City and shall post and update all NFPA 701 diamond placards as required by law.

31.3 <u>Cleanup and Indemnity</u>.

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 attorney's 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 <u>Aircraft Painting</u>.

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 <u>Fuel Disposal</u>.

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, B, and C and Appendices A and B, 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]

____[SEAL]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal.

THE CITY:

THE CITY OF MANASSAS

By: _____ Michelle Davis-Younger, Mayor On behalf of the City Council of Manassas, Virginia

ATTEST:

Lee Ann Henderson, City Clerk

ATTEST:

THE LESSEE:

Chantilly Holdings, LLC,

By: _____[SEAL] Name: Mr. John Gudelsky Title : President Date: _____

EXHIBIT A METES AND BOUNDS DESCRIPTION

(To be provided by Lessee)

Franchise Agreement

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<u>EXHIBIT B</u> PLAT OF SURVEY

(To be provided by the Lessee)

1

EXHIBIT C LAYOUT PLAN

(To be provided by the Lessee only if there will be new improvements built)

1

APPENDIX A

CONSTRUCTION & STANDARDS REQUIRED BY LESSEE

The Lessee shall at its sole cost renovate and upgrade the two existing hangars, office space, parking spaces and ramp. At a minimum, the Lessee shall complete the following upgrades to the facilities:

- k. Mill and overlay the existing parking lot spaces and driveways as originally designed.
- 1. Mill and overlay the existing ramp/apron as originally designed using the appropriate FAA approved design mix for the largest aircraft anticipated to use the facility.
- m. Have the entire exterior of both hangars and office space professionally primed and painted.
- n. Have the entire interior of both hangars and office space professionally painted.
- o. Replace/repair insulation in both hangars to like new condition. The minimum R value for wall is R-13 and R-19 for roofs.
- p. Replace all existing halogen hangar lights with energy saving LED lights in both hangars.
- q. Replace existing infrared radiant gas heaters in both hangars with new energy efficient heaters.
- r. Paint and refinish both hangar floors to like new condition.
- s. Replace existing office space heating and cooling (HVAC) units with new energy saving units.
- t. Replace the roof on both hangars and office roof system.

Nothing in this section precludes the Lessee from making other renovations and upgrades to the existing two hangar and office space, or from submitting plans to the City for the expansion of the existing hangars. Prior to any expansion or major renovation of existing hangars, the Lessee shall submit a site plan and meet all other engineering and development requirements as required by the City's Design and Construction Standard Manual.

1. Prior to the commencement of renovations and or any new construction of the facilities, Lessee shall, if required, submit to the City complete plans and specifications for such proposed construction or renovation. The Lessee shall submit two (2) complete sets of plans and specifications to the Airport Director for the Manassas Regional Airport ("Airport Director"). These plans are in addition to those submitted to the City for review. The Lessee shall submit (2) complete sets of architectural drawings to the Airport Director upon request.

The Lessee is encouraged to have the Airport Staff review the plans/drawings prior to submitting them to the City for formal review and approval. This courtesy review by the Airport Staff in no way prevents the Airport Staff from making additional comments during the formal City review process and is not a guarantee that the plans will be approved on

the first submittal. Any preliminary meetings or courtesy reviews are not meant to circumvent the City's formal review process.

- 2. The City may refuse to grant approval if, in its reasonable opinion, the proposed facilities as laid out and indicated by the Lessee on such plans or constructed according to such plans and specifications:
 - 2.1 Will be structurally unsound or unsafe or hazardous for human occupancy or improper for use and occupancy for which it is designed;
 - 2.2 Will not strictly comply with all the requirements of this Agreement;
 - 2.3 Will be so located that there will not be sufficient clearances in respect to existing or planned projecting aprons, runways or taxiways adjacent thereto;
 - 2.4 Will be in violation of any Commonwealth code, OSHA-70, or any other law, ordinance or regulation of any government authority having jurisdiction over the Airport if the City were a private corporation;
 - 2.5 Will not be at locations or not be oriented in accordance with the approved Airport Layout Plan or Master Plan;
 - 2.6 Does not meet FAA design criteria.
- 3. Upon approval of such plans by the City, the Lessee shall proceed expeditiously and with all reasonable diligence to construct, at its own expense and cost, the facilities in accordance with such approved plans and specifications and complete the facilities in accordance with the time limit set forth in the Agreement.
 - 3.1 The Lessee or the Lessee's construction contractor shall furnish the City performance and payment bonds in a sum equal to the estimated cost of construction, in a form and with sureties satisfactory to the City Attorney, for the faithful performance by the Lessee of its construction obligations contained in this Agreement and for the guarantee of payment of all claims of materialmen, workmen and subcontractors. The Lessees shall deliver such bonds to the City prior to commencement of construction or within (30) days after the award by Lessee of construction contract or contracts, whichever occurs first.
- 4. All construction work shall be done in accordance with the following terms and conditions:
 - 4.1 The Lessee hereby assumes the risk of loss or damage to all of the construction work prior to completion thereof and the risk of loss to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the construction work and the property of the City without cost or expense to the City.

4.2 The Lessee shall itself and shall also require its contractors to indemnify and hold Franchise Agreement Manassas City Airport Appendix A / Pageharmless the City, its officers, agents and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the City) arising or alleged to arise out of the performance of the construction work and for all expenses (whether or not such claims, demands, causes of action, liabilities are made or asserted before or after termination or expiration of this agreement) incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, (to include reasonable attorney's and other professional fees) whether they arise out of or from the acts or omissions of the Lessee, of any contractors of the Lessee, of the City or of third person, or from acts of God or of the public enemy, or otherwise excepting only claims and demands which result solely from negligent acts done by the City its subsidiaries, its officers, agents and employees subsequent to the commencement of the construction work.

- 4.3 The Lessee shall furnish a project manager during the construction period with whom the City may communicate at all times.
- 4.4 The City shall have the right, through its duly designated representatives, to inspect the construction work and the plans and specification thereof, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, but the taking of samples and testing shall be conducted so as to minimize interference with the construction work.
- 4.5 The Lessee agrees that it shall deliver to the City "as-built" drawings (capable of being reproduced) of the construction work and shall during the Term of this Agreement keep said drawings current showing thereon any changes or modifications which may be made. Lessee shall provide an initial set of "As Built" drawings for the site plan and building to the Airport Director no more than thirty (30) days after the Lessee receives an occupancy permit.
- 4.6 The Lessee shall pay or cause to be paid all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the construction work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them, provided, however, that nothing herein contained shall be construed to limit the right of the Lessee to contest any claim of a contractor, subcontractor, materialman, workman and/or other person and no such claim shall be considered to be an obligation of the Lessee within the meaning of this Section unless and until the same shall have been finally adjudicated. The Lessee shall use its best efforts to resolve any such claims and shall keep the City fully informed of its actions with respect thereto.
- 4.7 The Lessee shall procure and maintain comprehensive general liability insurance, including automotive, with a contractual liability endorsement covering the obligations assumed by the Lessee in Section 5.2 of this Appendix, which shall be

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in addition to all policies of insurance otherwise required under this Agreement. the Lessee may provide such insurance by requiring each contractor engaged by it for the construction work to procure and maintain such insurance including such contractual liability endorsement, said insurance not to contain any care custody or control exclusions, any exclusions for explosions, collapse or damage to bodily injury or sickness, disease, or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. Said insurance shall be not less than the following amounts:

- A. Worker's Compensation Unlimited Statutory in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
- B. General Liability Insurance naming the City as an additional insured, with combined single limit of a least \$3,000,000 per occurrence/\$5,000,000 in aggregate, in the primary policy or through use of Umbrella or Excess limits, if necessary. This insurance shall indicate on the proof of insurance of the following applicable coverage:
 - 1. Premises and Operations
 - 2. Independent Contractor and Subcontractors
 - 3. Products Liability and Completed Operations
 - 4. Broad Form Contractual
 - 5. Death and Personal Injury
- C. Automobile Liability Insurance with a combined single limit of at least \$2,000,000 per occurrence/\$3,000,000 in aggregate in the primary policy or through use of Umbrella or Excess limits, if necessary.

This insurance shall include for bodily injury and property damage the following coverage:

- 1. Owned Automobiles
- 2. Hired Automobiles
- 3. Non-Owned Automobiles

Said insurance shall name the City as an Additional Insured.

The insurance required hereunder shall be maintained in effect during the performance of the construction work. A certified copy of each of the policies or binders, shall be delivered to the City at least fifteen (15) days prior to the commencement of any work.

In the event any binder is delivered, it shall be replaced in thirty (30) days by a certified copy of the policy or certificate. Each copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the City. The City will waive the requirement for Automobile Liability Insurance if the Lessee demonstrates in its business plan and in writing to the City's Risk Manager that it will not have any automobile liability.

- 4.8 The Lessee shall procure and maintain or cause to be procured and maintained Builder's Risk Completed Value Insurance covering the construction work during the performance thereof including material delivered to the construction site but not attached to the realty in an amount and form satisfactory to the City. Such insurance shall name the City, the Lessee and its contractors and subcontractors as additional insureds and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. Such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of the construction work. The policies representing this insurance shall be delivered by the Lessee to the City prior to the commencement of construction and each policy shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and, also, a valid provision obligating the insurance company to furnish the City thirty (30) days' written advance notice of the cancellation, termination, change or modification of the insurance evidenced by said policy.
- 4.9 Nothing contained herein shall grant or be deemed to grant any contractor, architect, supplier, subcontractor or any other person engaged by Lessee of any of its contractors in the performance of any part of the construction work any right of action or claim against the City, its officers, agents and employees with respect to any work any of them may do in connection with the construction work.
- 4.10 Nothing contained herein shall create or be deemed to create any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged by Lessee or any of its contractors in the performance of any part of the construction work and the City shall not be responsible to any of the forgoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the construction work.
- 4.11 When construction work is substantially completed and is ready for use by the Lessee, the Lessee shall advise the City to such effect and shall deliver to the City a certificate by an authorized officer of the Lessee certifying that such construction work has been constructed strictly in accordance with the approved plans and specifications and the provisions of this Agreement and in compliance with all applicable laws, ordinances and governmental rules, regulations and orders. Thereafter, such construction work will be inspected by the City and if the same has been completed as specified by the Lessee, the City shall deliver a certificate to such effect, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability thereof for negligence or other reason shall be borne by the Lessee.

The Lessee shall not use or permit the use of the construction work for the purposes set forth in this Agreement until such certificate is received from the City. The date of delivery of the certificate by the City shall constitute the Completion Date for the purposes of this Agreement.

- 5. **Pavement Design** All airside pavements must meet the following requirements in addition to conforming to the design requirements in FAA Advisory Circular 150/5320-6 (latest edition) Airport Pavement Design and Evaluation. All paving materials must meet the requirements prescribed in FAA Advisory Circular 150/5300-10 (latest edition) Standards for Specifying Construction of Airports. The minimum standards for pavement designs are as follows:
- 6.

Airside:

Heavy Duty Airside Pavement (Gulfstream, Falcon, BBJ):

4" FAA P-401 Type Asphalts Surface Course

10" FAA P-304 Type Cement Treated Base Course

And compacted subgrade in accordance with FAA P-152 specification

Light Duty Airside Pavement for all other Airside areas (Single, Twin, King Air):

2" FAA P-401 Type Asphalt Surface Course

8" FAA P-304 Type Cement Treated Base Course

And compacted subgrade in accordance with FAA P-152 specification

All Landside Pavement (Parking Lots, Access Roads):

2" VDOT Type SMEA Asphalt Surface Course (P-401)

6" FAA P-304 Type Cement Treated Base Course

Nothing in this section precludes the Lessee from using concrete rather than asphalt for ramps, roads, or parking lots. The Lessee shall use FAA specification for concrete if concrete is to be used for ramps and taxilanes and will be designed to FAA standards for Group III or IV Aircraft.

All airside pavement sections may be required to conform to a greater pavement design to control for differing subgrade conditions, high water table, etc.

7. For Airport purposes (City has additional requirements), all site plans must include the following:

Franchise Agreement

- a. Location of oil & water separator for ramp run-off as well as for hangar run-off.
- b. Curb & gutter for parking lots.
- c. Lighting Plan for parking lot and hangar.
- d. Painting and Striping Plan for ramp and taxilane.
- e. Location of trash dumpster (must be screened).
- f. Landscape Plan.
- 8. Any "off-site" borrow required is subject to acceptance by the Airport Director for suitability and environmental compliance.
- 9. Lessee must provide the Airport Director with a quality control and quality acceptance plan.
- 10. Lessee must provide the Airport Director with a Construction Safety Plan (FAA AC 150/5370-2E).
- 11. Lessee must confirm to the Airport whether an individual SWPPP is required from the Virginia Department of Environmental Quality (DEQ).
- 12. FAA Form 7460 must be completed by the Contractor prior to starting site work. The Lessee shall provide the necessary information to complete the form.
- 13. Design must be in compliance with FAA design standards found in AC 150/5300-13.
- 14. Lessee is responsible for the site being designed in accordance and consistent with the Airport Layout Plan and other conceptual drawings that have been approved by the Airport Commission.
- 15. These standards are subject to change for future development.

APPENDIX B PAYMENT SCHEDULE

Franchise Agreement [O-2021-14]

Appendix B / Page-1

Manassas City Airport

APPENDIX B

PAYMENT SCHEDULE Chantilly Holdings LLC Parcels 5 & 6 East Corporate Aviation Hangars and Office Complex (O-2021-14) 10500 and 10502 Wakeman Drive

Annual Rent 1st Year (12 months) 1.38 acres or 60,123 SF 2.9% Annual Escalation		\$89,950.00 \$1.496/SF	
YEAR	MONTHLY PAYMENT		ANNUAL RENT PAYMENT
1	\$7,495.83		\$89,950.00
2	\$7,713.21		\$92,558.55
3	\$7,936.90		\$95,242.75
4	\$8,167.07		\$98,004.79
5	\$8,403.91		\$100,846.93
6	\$8,647.62		\$103,771.49
7	\$8,898.41		\$106,780.86
8	\$9,156.46		\$109,877.51
9	\$9,422.00		\$113,063.95
10	\$9,695.23		\$116,342.81
11	\$9,976.40		\$119,716.75
12	\$10,265.71		\$123,188.53
13	\$10,563.42		\$126,761.00
14	\$10,869.76		\$130,437.07
15	\$11,184.98		\$134,219.75
16	\$11,509.34		\$138,112.12
17	\$11,843.11		\$142,117.37
18	\$12,186.56		\$146,238.77
19	\$12,539.97		\$150,479.70
20	\$12,903.63		\$154,843.61
21	\$13,277.84		\$159,334.07
22	\$13,662.90		\$163,954.76
23	\$14,059.12		\$168,709.45
24	\$14,466.84		\$173,602.03
25	\$14,886.37		\$178,636.48
26	\$15,318.08		\$183,816.94
27	\$15,762.30		\$189,147.63
28	\$16,219.41		\$194,632.91
29	\$16,689.77		\$200,277.27
			**** *** *** * * * * * * * * * * * * *

\$17,173.78

30

Manassas City Airport

\$206,085.31

Item 13 egiona anassas R

AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE:

June 17, 2021

5 minutes

N/A

TIME ESTIMATE:

AGENDA ITEM TITLE:

Recommend to City Council the acceptance of an ACRGP Grant Agreement from the FAA (AIP 3-51-0030-05-2021) in the amount of \$57,000 and to Budget and Appropriate the Funds (5 minutes, Staff: Juan Rivera)

DATE THIS ITEM WAS LAST CONSIDERED BY COMMISSION:

SUMMARY OF ISSUE/ TOPIC:

STAFF RECOMMENDATION:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

STAFF:

Airport Director

Attachment

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act") to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The FAA has offered the City of Manassas a grant from the CRRSA Act in the amount of \$57,000 for the Manassas Reginal Airport. The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Manassas Regional/Harry P Davis Field incurred no earlier than January 20, 2020. The funds will be used to offset payroll at the airport.

The staff recommends acceptance of the FAA Grant and to recommend that the City Council Budget and Appropriate the Funds for use by the Airport as outlined above.

N/A

Receipt of \$57,000 - Federal Grant Revenue

Juan E. Rivera, 257-1882





U.S. Department of Transportation Federal Aviation Administration

Airports Division Eastern Region District of Columbia, Maryland, Virginia FAA WAS ADO 13873 Park Center Road Suite 490S Herndon, VA 20171

CRRSA Transmittal Letter

May 13, 2021

The Honorable Michelle Davis-Younger, Mayor City of Manassas c/o Mr. Juan Rivera, Director Manassas Regional Airport 10600 Harry J. Parrish Blvd. Manassas, Virginia 20110

Dear Mayor Davis-Younger:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-51-0030-050-2021 for Manassas Regional/Harry P Davis Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **June 13, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the <u>ACRGP Frequently Asked Questions</u> for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.

• A closeout report (A sample report is available <u>here</u>).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Matthew J The Matthew J Thys (May 18, 2027) 3:21 EDT/

Matthew J. Thys, Manager Washington ADO [ADO has discretion to delegate signature authority to Program Manager]



U.S. Department of Transportation Federal Aviation Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offe

Federal	Award Offer Date	May 13, 2021
Airport/	Planning Area	Manassas Regional/Harry P Davis Field Airport
ACRGP (Grant Number	3-51-0030-050-2021
Unique	Entity Identifier	030342448
TO:	City of Manassas	
(herein called the "Spo		insor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 24, 2021, for a grant of Federal funds at or associated with the Manassas Regional/Harry P Davis Field Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Manassas Regional/Harry P Davis Field Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Manassas Regional/Harry P Davis Field incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$57,000, allocated as follows:

\$57,000 Non Primary KU2021

- 2. <u>Grant Performance</u>. This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 - Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 - The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 - 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 - 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

- 2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. **<u>Final Federal Share of Costs</u>**. The United States' share of allowable Grant costs is 100%.
- 6. <u>Completing the Grant without Delay and in Conformance with Requirements</u>. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. <u>Offer Expiration Date</u>. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 13, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 17. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. <u>Limitations</u>. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. <u>Face Coverings Policy</u>. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until <u>Executive Order 13998</u>, <u>Promoting COVID-19 Safety in Domestic and International Travel</u>, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

- 1. <u>Equipment or Vehicle Replacement</u>. The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- 2. <u>Equipment Acquisition</u>. The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
- 3. <u>Low Emission Systems</u>. The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

- 4. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 5. Utility Relocation in Grant. The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
- 6. <u>Land Acquisition</u>. Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated May 18, 2021

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Matthew J Thys (May 18, 20 3:21 ED (Signature)

Matthew J. Thys

(Typed Name)

Manager, Washington Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated

	City of Manassas (Name of Sponsor)					
	(Signature of Sponsor's Designative Official/Representative)					
By:						
	(Type Name of Sponsor's Designative Official/Representative)					
Title:						
	(Title of Sponsor's Designative Official/Representative)					

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I,

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Virginia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:		
-		

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES AIRPORT SPONSORS

A. General.

- These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et. seq.
- d. Hatch Act 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, <u>et. seq.</u>
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). ¹
- i. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 New restrictions on lobbying.
- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance. ¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1. Operating the airport's aeronautical facilities whenever required;
- 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Manassas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.
 - It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of February 24, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for Federal Assistance SF-424						
* 1. Type of Submission: * 2. Type of Application: Preapplication Image: Continuation Application Continuation Changed/Corrected Application Revision	* If Revision, select appropriate letter(s): * Other (Specify):					
* 3. Date Received: 4. Applicant Identifier: 2/24/2021 HEF						
5a. Federal Entity Identifier:	5b. Federal Award Identifier: 3-51-0030-Pending					
State Use Only:						
6. Date Received by State: 7. State Applic	ation Identifier:					
8. APPLICANT INFORMATION: City of Manassas, \	/A					
* a. Legal Name:						
* b. Employer/Taxpayer Identification Number (EIN/TIN): 54-6001411	* c. Organizational DUNS: 0303424480000					
d. Address:						
* Street1: 10600 Harry J. Parrish Bivd. Street2: * City: Manassas						
County/Parish:						
State: Virginia						
Province:						
* Country: USA: UNITED STATES						
* Zip / Postal Code: 20110-7843						
e. Organizational Unit:	1					
Department Name:	Division Name:					
f. Name and contact information of person to be contacted of						
Prefix: Mr. * First Middle Name:	Name: Juan					
Middle Name: E						
Suffix:						
Title: Airport Director						
Organizational Affiliation:						
City of Manassas						
* Telephone Number: 703-361-1882						
* Email: jrlvera@manassasva.gov						

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106 CFDA Title: Airport Improvement Pion (AIP)
Airport Improvement Plan (AIP)
* 12. Funding Opportunity Number:
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project: \$57,000.00 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and debt service payments.
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments

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Application for Federal Assistance SF-424						
16. Congressional Districts Of:						
* a. Applicant	* b. Program/Project					
Attach an additional list of Program/Project Congressional Distr	ricts if needed.					
	Add Attachment Delete Attachment View Attachment					
17. Proposed Project:						
* a. Start Date:	* b. End Date:					
18. Estimated Funding (\$):						
* a. Federal \$57,000.00						
* b. Applicant						
* c. State 0.00						
* d. Local 0.00						
* e. Other						
* f. Program Income						
* g. TOTAL \$57,000.00						
* 19. Is Application Subject to Review By State Under Ex	ecutive Order 12372 Process?					
a. This application was made available to the State un						
b. Program is subject to E.O. 12372 but has not been	selected by the State for review.					
C. Program is not covered by E.O. 12372.						
* 20. Is the Applicant Delinquent On Any Federal Debt?	(If "Yes," provide explanation in attachment.)					
Yes No	(If "Yes," provide explanation in attachment.)					
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AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE:

June 17, 2021

TIME ESTIMATE: 5 minutes

AGENDA ITEM TITLE:

Consideration of adopting a revised Hangar Waiting List Policy that would incorporate a new requirement for a deposit to be placed with the Airport prior to being placed on the hangar waiting list.

DATE THIS ITEM WAS LAST CONSIDERED BY COMMISSION:

SUMMARY OF ISSUE/ TOPIC:

STAFF RECOMMENDATION:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

STAFF

Airport Director

Attachment

June 21, 2018

The Airport maintains a hangar waiting list that currently has 160 interested parties. Average wait time for a hangar is about 2 ½ to 3 years. The Airport Commission adopted a policy in 2018 that documented the airport's current process for soliciting open hangars. It gives 5 business days for an individual to respond. There is currently no charge to be on the waiting list.

Recommends revising Waiting List Policy #AP18-02 with the new Waiting List Policy #AP21-01, adopting the requirement for paying a deposit in order to be on the list.

The Airport staff conducted a survey of GA airports in the region in March 2021, which included questions on waiting list size and charges associated with the hangar waiting list (if any). There was varying responses ranging from no fees, an annual fee, or one-time deposits. Wait times for area airports range from 2 ½ to 5 years. There are a number of people on the Airport's waiting list that either don't have an aircraft or are not in a position to take a hangar (but still want to be on the list). This creates unnecessary lead-times for those actively interested in a hangar. Instituting a one-time deposit requirement would help maintain a list that is more reasonable and full of individuals who are ready to occupy a hangar. The deposit would be set at the highest monthly rate that the individual is interested in. The deposit amount would be applied to their move-in deposit and fully refundable should the individual want to be removed from the list.

Deposits collected are not considered revenue, but would be placed in a noninterest bearing account to be applied towards the individuals future deposit amount.

Richard Allabaugh, 257-8402

POLICY STATEMENT

POLICY STATEMENT <u>#AP 21-01</u> REGULAR AIRPORT COMMISSION MEETING ADOPTED: _____

RE: ESTABLISH THE AIRPORT'S HANGAR WAITING LIST GUIDELINES REGARDING AIRCRAFT HANGAR AGREEMENTS

It is the policy of the Manassas Regional Airport Commission to ensure that an active list is available to serious individuals looking to rent aircraft storage space and keep the wait times reasonable for those placed on the list. The Manassas Regional Airport owns and maintains 156 hangars, located on the east and west side of the airport. The Manassas Regional Airport must maintain a reputation for <u>fairness</u> consistency, openness, and transparency with the stakeholders it serves.

Purpose

Hangars are intended for use by individuals, partnerships, or corporations that own, or have under exclusive lease, one (1) or more aircraft. Any individual, partnership, or corporation may apply to be on the waiting list. Applicants do not have to be in possession of an aircraft to be on the list. However, the applicant must be in possession of an aircraft within thirty (30) days of signing a lease agreement. A copy of the aircraft registration will be required within 30 days of executing a hangar lease agreement. If the aircraft is being leased, the tenant must provide a signed copy of the lease to the Airport for their review.

A. Waiting List

- 1. Individuals, partnerships, or corporations will be required to submit an application in order to be placed on the waiting list. Fixed Based Operators (FBO) can only place their name on a waiting list for a commercial hangar.
 - a. NOTE: As requested, individuals currently on the waiting list will be required to submit a new application in order to provide current contact information. The individuals spot on the waiting list will not change.
- 2. Applicants can place the<u>ir</u> name on multiple waiting lists for each size and location of hangar. Waiting lists <u>are</u> maintained for East T-Hangars, West T-Hangars, and Corporate Use Box Hangars.
- 3. Only aircraft owned or co-owned, <u>or leased</u> by the applicant will be authorized to occupy the hangar. A hangar can have more than one aircraft or tenant if size permits. Both tenants will be required to sign a dual occupancy lease with the initial applicant. **Subleasing or transferring of a hangar is prohibited.**
- 4. An applicant may be denied hangar space if the applicant has been or is currently in default of any other lease with the City, or has violated the Airport's Rules and Regulations within the past twelve (12) calendar months.

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Deleted: This aircraft must be registered, be in the process of being registered by the Federal Aviation Administration (FAA) and the Virginia Department of Aviation (VDOA)V, or leased.

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OLICY STATEMENT #AP_21-01, Page 2	Deleted: 18
. Waiting List (Continued)	Deleted: 2
	Deleted: ¶
5. Applicant will be removed from waiting list(s) under the following conditions:	
a. Failure to respond to one (1) offer for hangar space;	
b. Failure to provide current address and phone number;	
c. Failure to have a deposit on file; and/or	
c. At the applicant's request.	
6. Upon request, applicants will be required to update their contact information. Failure to provide this information will result removal from the waiting list.	
. Notification of an Available Hangar Space	
1. When a hangar becomes available, Airport Staff will execute the following notifications:	
a. The individual will be sent an email with the hangar size, time of availability, and	
the rental amount.	
b. The individual will be called and should no one answer, be left a voicemail with the hangar size, time of availability, and the rental amount.	
the hangar size, time of availability, and the rental amount.	
2. The individual will have <u>five (5) calendar</u> , days from the initial notification to respond to	Deleted: working
the offer. Should the individual respond, the individual will be provided required	
paperwork and payment information.	
a. Individuals not in possession of an aircraft or will not be in possession of an aircraft within thirty (30) days will be considered as a refusal and placed at the	
bottom of the list if so desired.	
b. If the individual does not respond or refuses the offer, they will be taken off the	
list. Any applicant who is removed from the list will need to reapply in order to be	
placed back on the list.	
3. After a response or no response from the initial offer, Airport Staff will move to the next person on the waiting list. The notification process will begin again until an eligible	
individual secures a hangar.	
individual secures a nangar.	

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POLICY STATEMENT #AP_21-01, Page 3				Deleted: <u>18</u>	
<u>C: Monthly Rental Rates and Deposits</u> <u>A list of the monthly hangar rates are listed below. Rates are subject to change and take effect at</u> the start of each fiscal year (July 1).					
Each applicant is required to have a deposit on fil	aiting	Deleted: be			
list. Deposits are refundable and will be applied to the base deposit upon executing a hangar lease agreement. Deposits will be placed in a non-interest bearing account until used or refunded.					
Deposits are set at the highest unit rate that the ap separate deposit.	Deleted: lowest				
Examples: Applicant is on list for a FIRST AVAILABLE (any unit and location) hangar. Deposit is \$560.00 Applicant is on list for an East Side 42' Unit AND East Side 42' End Unit. Deposit is \$505.00					
<u>Units</u>	East Side	West Side			
Regular Units 42' Door	<u>\$408.00</u>	<u>\$335.00</u>	_		
End Units 42' Door	<u>\$505.00</u>	<u>\$385.00</u>	_		
Regular Units 40' Door	<u>\$360.00</u>	<u>N/A</u>			
End Units with Office 40' Door	<u>\$560.00</u>	<u>N/A</u>			
Regular Units 45' Door	<u>\$435.00</u>	<u>N/A</u>			
Regular Units 48' Door	<u>\$505.00</u>	<u>N/A</u>			
End Units 48' Door	<u>\$560.00</u>	<u>N/A</u>			
Box Hangar 60' by 50'					
Box Hangar 60' by 60'					
Monthly rent includes utilities unless the unit is individually metered.					
BY ORDER OF THE AIRPORT COMMISSION Deleted: 1 Dan Radtke, Chairman					
On Behalf of the Manassas Regional Airport Commission of Manassas, Virginia ATTEST:					
Administrative Coordinator		Deleted: Marie Matisans,			

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HANGAR WAITING LIST APPLICATION

The applicant must complete the entire application and sign the bottom in order for the application to be valid.

Applicant Information

Name:	_				_	
	Last		F	rst		
Phone 1:	()_			_		
	□Cell	□Work	□Home			
Phone 2:	()					
	Cell	□Work	□Home			
Email:					_	
Hangar Pref Note: West S	f <mark>erences</mark> ide Hangars or	ıly have 42 Fo	oot Units			
1) Location: East Sid	de West S	lide Firs	t Available			
2) T-Hangars						
40-Foot	t 42-Foot	45-Foot	48 Foot	42 Foot End Unit 48 Foot	t End Unit	Deleted: ¶
First Av	vailable (No Pr	eference)				
3) Box Hang			D'and Area '1-1-1			
		5y 60 I	First Available			Deleted: ¶
4) Office Spa I requi		I do not	need office space			
required to has so may result	ave a deposit of t in me being re	n file and upda moved from t	ate my contact infor he hangar waiting li	Waiting List Policy. I understan mation with Airport Administra st. I further understand that bein iding the opportunity to be cont	tion. Failure t	to do he
offer.						Deleted: 6
Applicant Sig	gnature:			Date:	/	Deleted: 21
	Que	stions? Call o	r email Airport Ope <u>hefops@manassas</u>	rations at 703-361-5488 or wa.gov		Deleted: 18
		Form mu	st be returned to A	irport Operations		
					Revised <u>6-08-21</u>	la di la