



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

AGENDA

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, November 17, 2022

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

1. Approval of Minutes

- 1.1 Approval of Meeting Minutes for October 20, 2022
[Commission Minutes October 20 2022.docx](#)

2. Review of Expenses

- 2.1 Review of Bill Sheet
[Bill Sheet.xlsx](#)

3. Comments from the Public

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

- 3.1 Rotary Club Runway Run (Mr. Dan Radke, 5 minutes)

4. Airport Director's Report

- 4.1 Airport Director's Report**
[November 2022 Director's Report.docx](#)
- 4.2 Tie-Down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns**
[October 2022 Tie-Down Occupancy.pdf](#)
[October 2022 Hangar Occupancy.pdf](#)
[October 2022 Noise.pdf](#)
- 4.3 Revenue, Expenditure and Aging Report**
[Revenue Report.xlsx](#)
[Expenses Report.xlsx](#)
[Aging Report for November.xlsx](#)

5. Presentations

6. Old Business

7. Consent Agenda

- 7.1 Approval of Aviation Adventures' Lease Agreement for office space (Rooms 109 & 110) in the terminal building for a renewal period of 12 months.**
[Agenda Statement - November - Lease Renewal for Av Adv Room 105.docx](#)
[Aviation Adventures Lease Renewal 2022a.docx](#)
- 7.2 Approval of Aviation Adventures' Lease Agreement for Office space (Room 105) in the terminal building for a renewal period of 12 months**
[Agenda Statement - November - Lease Renewal for Av Adv Rooms 109 and 110.docx](#)
[Aviation Adventures Small Office 2022.docx](#)

8. Committee Reports (If Available)

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

9. New Business

- 9.1 Consideration of the approving the 2023 Rotary Club 5K/10K Runway Run (Mr. Juan Rivera, Director, 10 minutes)**
[Airport Runway Run Request - signed.11.08.22.docx](#)
[Agenda Statement - November - Consideraton of Rotary Clubs Request to conduct](#)

[Runway Run.docx](#)

9.2 Presentation of projected revenues for the airport's FY 2024 Operating Budget (Mr. Juan Rivera, 10 minutes)

[Agenda Statement - November - Preview of FY 2024 Airport Project Revenues.docx](#)

10. Information Items

11. Authorize a Closed Meeting

11.1 Authorize a Closed Meeting

[Agenda_Statement_-_Authorize_a_Closed_Meeting_-_November_17_2022.docx](#)

12. Certify the Closed Meeting

12.1 Certify the Closed Meeting

[Agenda_Statement_-_Certify_a_Closed_Meeting on November 17 2022.docx](#)

13. City Council's Representative Comments (Council Woman Theresa Coates-Ellis)

14. Commission Comments

Adjournment



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

MINUTES

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, October 20, 2022

The Manassas Regional Airport Commission held its regular meeting in the Airport Conference Room on the above date, attended by Chairman Seraydarian, Vice Chairman Ross Snare, Member Juan Cabrera, Member Howard Goodie, Member John Snider, Member Lawrence Pigeon, Member David Farajollahi,.

Member Anthony McGhee, Member Vanslyn Augustus, & Member David Farajollahi were not present.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director), Patty Bibber (Secretary) Richard Allabaugh (Airport Operations), Bryan Foster (Deputy City Manager), and Council Member Theresa Coates Ellis.

Chairman Seraydarian called the meeting to order at 7:02 p.m.

Pledge of Allegiance

1. Approval of Meeting Minutes

Vice Chairman Snare MOVED to approve the minutes for the September 16, 2022 meeting, SECONDED by Member Goodie and CARRIED UNANIMOUSLY

2. Review of Expenses
No Comments

3. Comments from the Public

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

4. Airport Director's Report

- 4.1 Career Fair on Oct 17th was a success. 440 students attended and 28 vendors. Looking forward to next year.

Jolene Berry and Brian Smith were at the VDOA Career Fair at the Prince William County Fairground. A table was set up and they talked to individuals about Airport Operations and Maintenance careers

Jolene Berry and Richard Allabaugh at up a table at the Salute to the Armed Forces r sponsored by the Prince William Chamber and hosted by Chantilly air and was able to answer questions.

Last month we hosted the City Leadership Academy meeting at the Airport. The staff gave a presentation to the group about the Airport and fielded questions.

Roger Carriker retired last Friday, he was with the Airport for 2 years. We are still looking to fill our vacant Maintenance Supervisor position and now a Maintenance Worker position.

Working with the VDOA to get funding for the first phase of the New ATCT Project. This would be a 80/20 grant. The cost of the Tower Siting Study is \$151,094.17. The VDOA approved the scope of work for the Reimbursable Agreement with the FAA.

Discussed the aging report. Most of the collections are have received promises of payment. Should be cleaned up by next month.

- 4.2 Tie-Down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns
- 4.3 Revenue, Expenditure and Aging Report

5. Presentations

- 5.1 Quarterly Reports on Airport Operations and Fuel Sales (Mr. Richard Allabaugh, Operations, 6 minutes)
- 5.2 Quarterly Maintenance Division Report (Mr. Brian Smith, Acting Maintenance Supervisor 6 minutes)
- 5.3 GoFMX Maintenance Work Order Demonstration (Mr. Richard Allabaugh, Operations, 6 minutes)

6. Old Business

- 6.1 Approval of Burleith TH, LLC's request for a new Franchise for Parcel 7-B for a renewal term of thirty (30) years (Mr. Juan Rivera, Director, 6 minutes)

Member Snider MOVED to approve the 30 year renewal, SECONDED by Member Goodie and CARRIED UNANIMOUSLY

7. Consent Agenda

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

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

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

- 7.1 Approve renewal of VRE Lease for one twelve (12) month term.

Vice Chairman Snare MOVED to approve the consent agenda, SECONDED by Member Goodie and CARRIED UNANIMOUSLY

8. Committee Reports (If Available)

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

9. New Business

- 9.1 Presentation of FY 2024 Airport Capital Improvement Program CIP (Mr. Juan Rivera, Director, 15 minutes)

- 9.2 Approve Airport Commission's Budget Calendar (Mr. Juan Rivera, Director, 5 Minutes) Action Required

10. Information Items (No Discussion Necessary)

No items

11. Council Representative Comments

- 11.1 Council Member Coates Ellis commented on the Aviation Career Day and asked about turn out numbers. Mr. Rivera noted that it was a little over 450 students in attendances from three different school districts (Prince William County, Manassas City and Manassas Park).

12. Commission Comments

- 12.1 No Comments

Vice Chairman Snare MOVED to adjourn the meeting. SECONDED by Member Snider and CARRIED UNANIMOUSLY.

Meeting adjourned at 8:15 PM.

Secretary

Chairman

Date

Vendor	Description	Net Amount
A R C WATER TREATMENT	Water Treatment Service	195.00
AM ASSOC OF AIRPORT EXEC AAAE	AAAE Subscription	1,254.00
AMERICAN DISPOSAL SVCS, INC	Trash Services	922.96
CINTAS CORP. #145	Mats/Misc/Uniforms/Tower Mats	697.93
CINTAS FIRST AID & SAFETY	Medical Box Supplies	89.75
COMCAST COMMUNICATIONS	Cable/Internet	129.89
DELTA AIRPORT CONSULTANTS INC	10/2/22 Reconstruct Taxiway B and Taxilane Y	42,000.00
FANNON PETROLEUM SERVICES INC	Fill diesel tanks	2,515.45
G & V TREE SERVICE INC	Tree Clearing Obstruction	10,606.75
HI LITE AIRFIELD SERVICES LLC	Runway 16L-34R Remarking (Construction)	41,046.98
HI LITE AIRFIELD SERVICES LLC	Restripe Taxiway Bravo	2,775.00
JOINER LABS LLC	Outfall Sampling	3,663.00
NATIONAL BUSINESS AVIATION ASSOCIATION	Membership Dues NBAA	435.00
ORACLE ELEVATOR HOLDCO INC	Elevator Maintenance	500.00
PR WM CNTY	Parcel 055477 Moor Green Estates PCL S	57.04
PR WM CNTY	Parcel 057371 Moor Green Estates PCL L	57.04
REYNOLDS SMITH & HILLS INC	9/22 Taxiway A Rehabilitation Design	750.00
RICHARD ALLABAUGH	Purchased on personal cc -Outdoor Bullet IP	1,291.44
THE ADT SECURITY CORPORATION	Panic Monitoring	31.50
U S PLANTS INC	Monthly Plant Maintenance	240.00
UNITED RENTALS NORTH AMERICA INC	Rental of Boom	2,277.47
UNITED SECURITY FORCES LLC	9/22 Security Services	6,597.60
VERIZON	Phone Service	10.25
VIRTOWER LLC	Virtual Tower Monitoring	500.00
WALKERS CRPT CRE/JANTRL SVC	Cleaning Services	2,110.10
WASHINGTON GAS	10493 Observation Gas	36.17
WASHINGTON GAS	10509 Wakeman Gas	25.10
WASHINGTON GAS	10529 Wakeman Gas	33.35
WASHINGTON GAS	10603 Observation Gas	21.99
WASHINGTON GAS	10400 Wakeman Dr Gas	1,399.42
WEWERKA CONSTRUCTION MANAGEMENT INC	9/22 Mowing	11,033.29
	Total	133,303.47



Airport Director's Office Juan E. Rivera

Memorandum

November 14, 2022

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR NOVEMBER 2022

CITY COUNCIL ACTIONS IN REGARDS TO THE AIRPORT

No action was taken in regards to the Airport in September.

HANGAR OCCUPANCY RATE

East T-Hangars: 96 out of 97 Rented

99% Rented – **1 tenant vacated.**

West T-Hangars: 58 out of 59 Rented

98% Rented - **No change.**

East and West Hangars – 154 out of 156 – 99% Rented

Waiting List Status – We have two hangars that are vacant.

Breakdown

Total on List – 113

East Side - 99

West Side – 74

60x50- 12

TIE-DOWN OCCUPANCY RATE

East Tie-Down: 84 out of 86 Rented

98% Rented – **3 tenants vacated. 1 new tenant.**

West Tie-Down: 45 out of 85 Rented

53% Rented – **2 new tenants.**

East and West Tie-Down – 129 out of 171 Rented – 75% Rented

Squatters

There have been no squatters identified at this time on the public use tie-downs.

NOISE COMPLAINTS FOR JULY AND AUGUST

September Total:

- 5 – Helicopter – Overflights
- 1 – Helicopter – Arrival
- 1 – Aircraft – Arrival

Note: A number of complaints came from the Textron Demo Days that was hosted at APP. We had a local contact with the group and reached out to them several times following the complaints. In the future, Ops will be notifying the group prior to their arrival, since it is an annual occurrence, in an effort educate and hopefully mitigate the noise issues.

A noise complaint form is available on the Airport's website for citizens who have noise concerns. The form can be completed and submitted online, or a citizen can call the Noise Hotline 24/7 at (703) 257-2576. Staff is continuing to exercise contacts with operators in an effort to educate on Noise Program. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military.

MASTER PLAN UPDATE

The Airport Staff's next bi-monthly meeting with the staff of RS&H, FAA and the Airport Staff is scheduled for November 16, 2022.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

RS&H is finalizing the site plan drawings and will submit them to the City for final approval. The plan is to advertise the project in the winter of 2022-2023 with construction to follow in the Spring/Summer of 2023.

TAXIWAY B REHABILITATION

The Airport Staff has submitted the modification to standards (can only be done by Sponsor) to the FAA. The design effort is at the 60% stage.

TAXIWAY A CONSTRUCTION

The FAA and State grants for the Taxiway A project have been received and properly executive. The Airport is waiting for the Purchasing Department to get the contract signed by Chemung and the City Manager. The design grant is being processed for final closed out. Construction will begin in the spring of 2023.

RUNWAY 16R-34L REHABILITATION (CONSTRUCTION)

The Airport received concurrence from the FAA on the contract amendments for RS&H construction administration and inspection services. The final close out documents are pending, as well as the final RFR.

November 14, 2022
Airport Director's Report for November
Page Three

ATC TOWER FUNDING FROM BIL ATP

The Airport Director received the FAA's Notice of a Funding Opportunity and has applied for the 2nd round of funding for a new tower. It is expected that the FAA will make an announcement of what airports get funding in January of 2023. The Airport requested \$850,000 for the design and bid and award phase. The Airport staff is working with the Virginia Department of Aviation to get a grant for the first phase of the project which is the Siting Analysis and Environmental Due Diligence. The Airport hopes to get an 80% grant for the total cost at the Virginia Aviation Board's meeting in November.

UPCOMING EVENTS

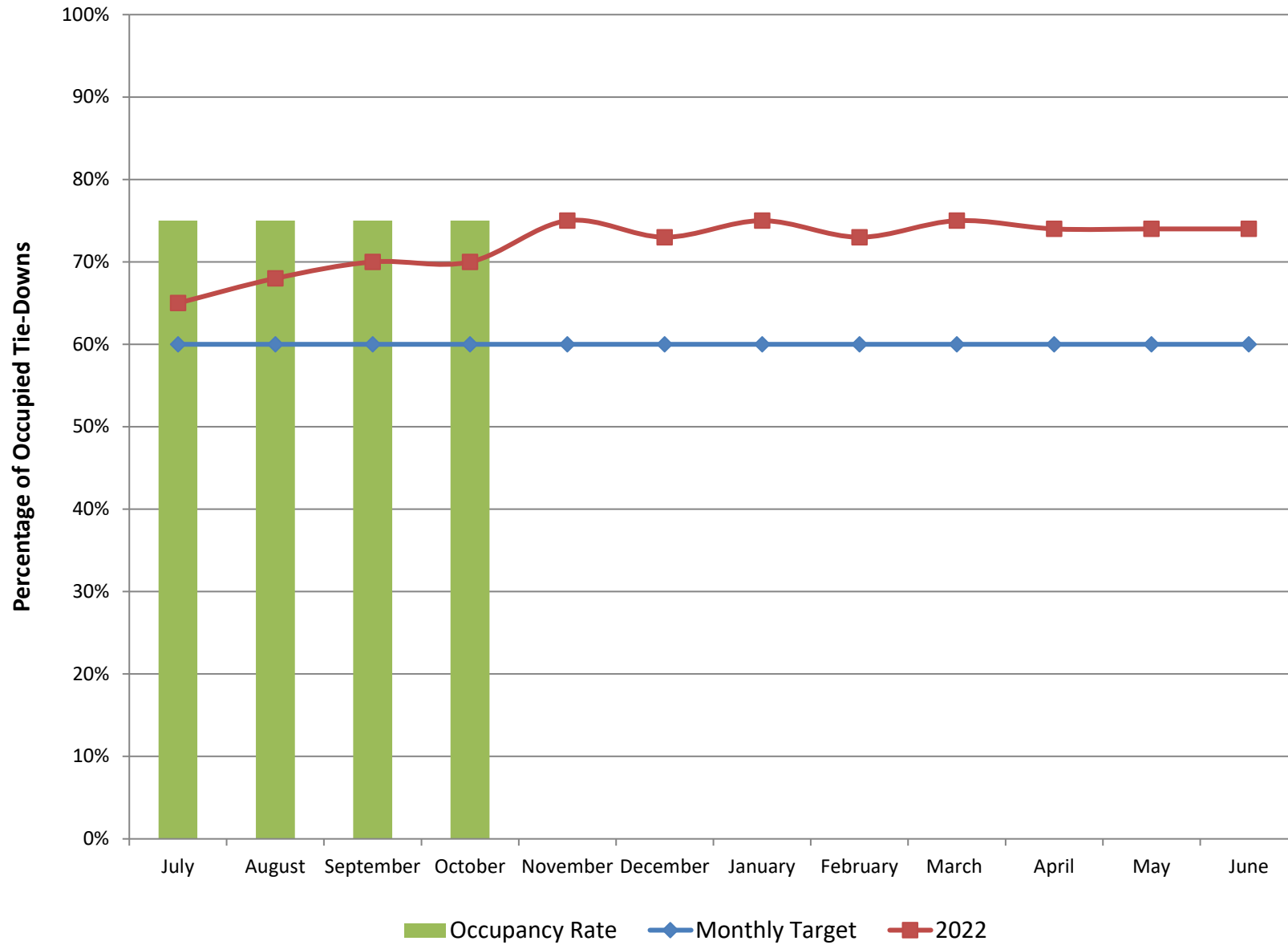
May 2023 – Airport Open House

Juan E. Rivera

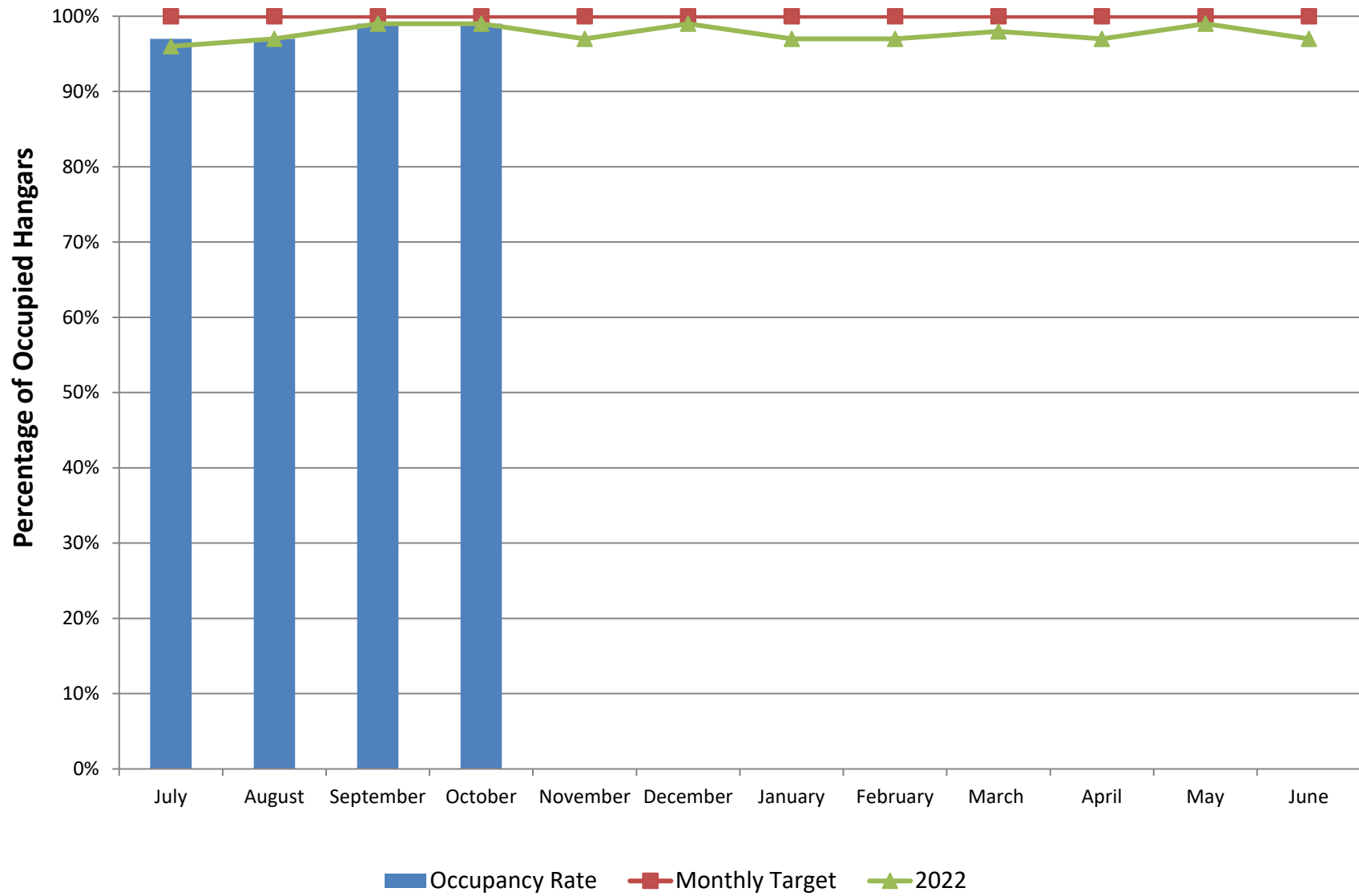
Juan E. Rivera, Director
Manassas Regional Airport

Attachments: Airport Master Plan Status Update
Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates
Grant Cost Summary Sheet

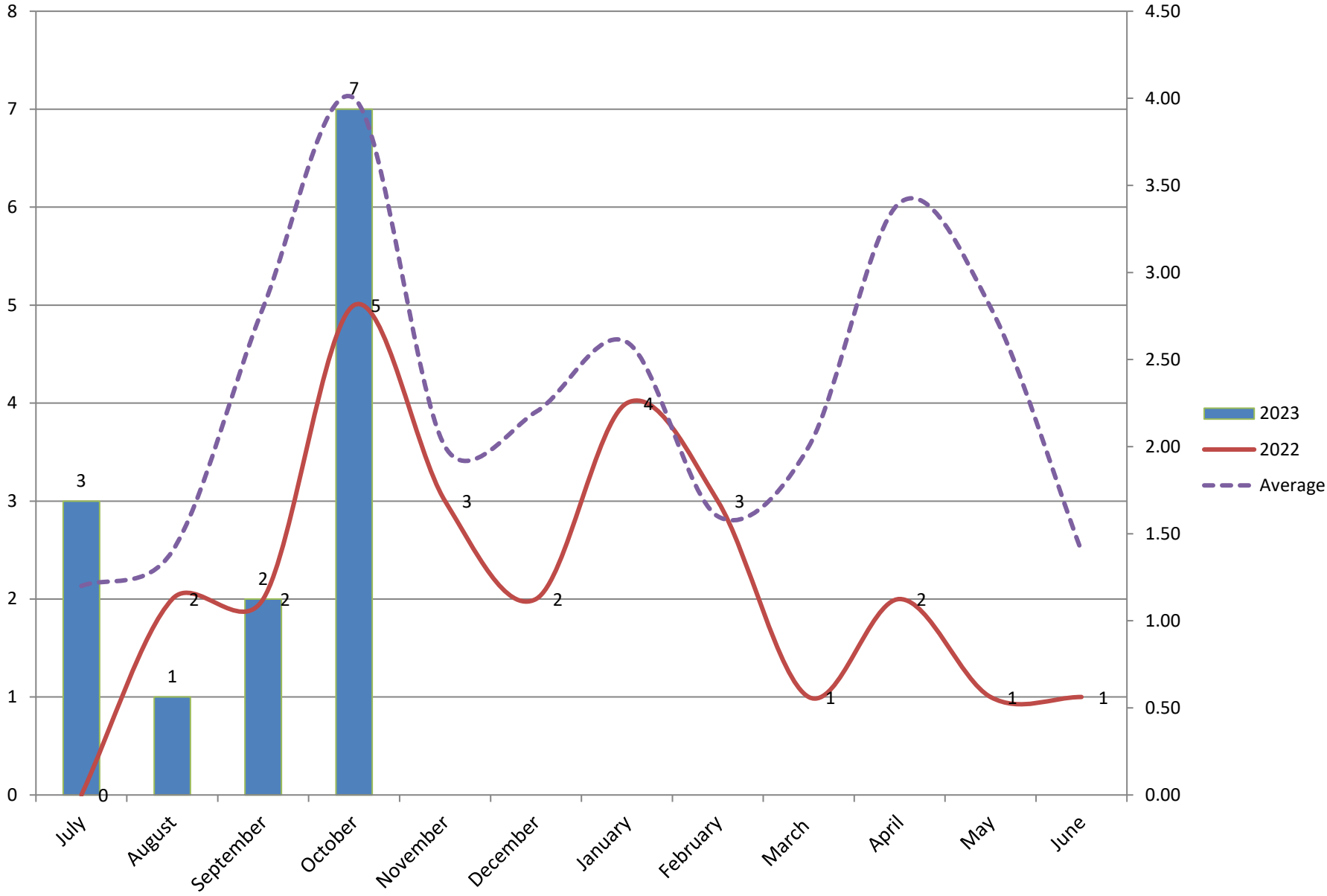
FY2023 Tie-Down Occupancy Rates



FY2023 Hangar Occupancy Rates



Noise Complaints FY 2022-2023



Revenues Year to Date

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
57097400	315200	Leases and Rents	-2,162,610	0	-2,162,610	-962,531.20	-1,200,079	44.50
57097400	315204	Hangar Rentals	-958,790	0	-958,790	-393,524.06	-565,266	41.00
57097400		Total 57097400 Use of Money & Prope	-3,121,400	0	-3,121,400	-1,356,055.26	-1,765,345	43.40
57097600	317510	Airport Tie-Down Fees	-95,000	0	-95,000	-51,543.66	-43,456	54.30
57097600	317520	Airport Fuel Flowage Fees	-238,000	0	-238,000	-102,751.13	-135,249	43.20
57097600	317530	Airport Security Surcharge	-55,000	0	-55,000	-24,758.08	-30,242	45.00
57097600	317535	Airport Car Rental Revenue	-15,000	0	-15,000	-14,754.74	-245	98.40
57097600		Total 57097600 Sales & Connections	-403,000	0	-403,000	-193,807.61	-209,192	48.10
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-3,013.61	514	120.50
57097700	318426	Card Replacement Fees	-200	0	-200	-210.27	10	105.10
57097700	318650	Airport Commercial Op Permit	-6,600	0	-6,600	-805.00	-5,795	12.20
57097700	318710	Cash Over/Short-Airport	0	0	0	-0.01	0	100.00
57097700		Total 57097700 Other Local Rev-Gene	-9,300	0	-9,300	-4,028.89	-5,271	43.30
57097900	322071	VA State Reimbursements	-35,000	0	-35,000	0.00	-35,000	0.00
57097900		Total 57097900 State Non-Categorica	-35,000	0	-35,000	0.00	-35,000	0.00
57098200	332010	FAA Tower Rent from Fed Govt	-15,580	0	-15,580	-6,490.00	-9,090	41.70
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	-3,470.98	-22,229	13.50
57098200		Total 57098200 Federal Non-Categori	-41,280	0	-41,280	-9,960.98	-31,319	24.10
57099100	346500	Contr Surplus-Encumbrances	0	-6,690	-6,690	0.00	-6,690	0.00
57099100		Total 57099100 OFS-Contribution fro	0	-6,690	-6,690	0.00	-6,690	0.00
		Revenue Total	-3,609,980	-6,690	-3,616,670	-1,563,852.74	-2,052,817	43.20

Expenses Year to Date

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003703	411000	Salaries and Wages	726,500	0	726,500	172,297.33	0.00	554,203	23.70
57003703	411020	Board and Elections Stipends	10,350	0	10,350	1,650.00	0.00	8,700	15.90
57003703	411075	S&W-Housing Stipend	3,500	0	3,500	2,274.76	0.00	1,225	65.00
57003703	412000	S&W-On-Call	23,300	0	23,300	7,063.24	0.00	16,237	30.30
57003703	416000	S&W-Overtime	25,000	0	25,000	5,335.58	0.00	19,664	21.30
57003703	416010	Hours Worked on a Holiday	850	0	850	391.64	0.00	458	46.10
57003703	420000	Employee Benefits	345,700	0	345,700	0.00	0.00	345,700	0.00
57003703	420002	Deferred Compensation	0	0	0	1,115.72	0.00	-1,116	100.00
57003703	420004	FICA	0	0	0	14,083.36	0.00	-14,083	100.00
57003703	420006	Virginia Retirement System	0	0	0	21,979.52	0.00	-21,980	100.00
57003703	420008	Group Health	0	0	0	12,953.06	0.00	-12,953	100.00
57003703	420010	Worker's Compensation	0	0	0	1,279.45	0.00	-1,279	100.00
57003703	420012	Group Term Life Insurance	0	0	0	1,976.16	0.00	-1,976	100.00
57003703	420014	Long Term Disability	0	0	0	658.72	0.00	-659	100.00
57003703	420016	Unemployment	0	0	0	23.27	0.00	-23	100.00
57003703	420031	Car Allowance	6,030	0	6,030	1,869.24	0.00	4,161	31.00
57003703	431000	Professional Services	75,000	462	75,462	2,500.00	462.35	72,500	3.90
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	1,500	0	1,500	407.50	0.00	1,093	27.20
57003703	436000	Advertising Services	60,000	0	60,000	1,169.99	0.00	58,830	1.90
57003703	439000	Other Purchased Services	18,000	1,000	19,000	6,253.64	5,400.00	7,346	61.30
57003703	441000	Information Technology Charges	74,830	0	74,830	31,178.00	0.00	43,652	41.70
57003703	441005	Phones and Voicemail Charges	19,580	0	19,580	8,156.00	0.00	11,424	41.70
57003703	441045	IT GIS Mapping Charges	8,750	0	8,750	3,647.00	0.00	5,103	41.70
57003703	441050	IT Purchases Mid-Year	1,000	0	1,000	6,200.00	0.00	-5,200	620.00
57003703	442000	Motor Vehicle Charges	55,600	0	55,600	23,169.00	0.00	32,431	41.70
57003703	444000	Cost Allocation Charges	182,960	0	182,960	76,238.00	0.00	106,722	41.70
57003703	447000	Radio Charges	6,480	0	6,480	2,700.00	0.00	3,780	41.70
57003703	451001	Utilities	23,500	0	23,500	2,024.17	0.00	21,476	8.60
57003703	451002	City Utility Charges	127,000	0	127,000	29,518.54	0.00	97,481	23.20
57003703	452003	Cell Phone Charges	4,700	0	4,700	1,814.93	0.00	2,885	38.60
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	510.23	1,119.65	1,370	54.30
57003703	452008	Telephone Service Charges	500	0	500	41.00	94.25	365	27.10
57003703	452009	Long Distance Charges	100	0	100	15.73	0.00	84	15.70
57003703	453000	Insurance	55,000	0	55,000	39,729.00	0.00	15,271	72.20
57003703	454001	Operating Leases	3,500	0	3,500	870.75	1,219.05	1,410	59.70
57003703	455001	Mileage	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	455002	Training and Travel	12,500	0	12,500	364.46	0.00	12,136	2.90
57003703	455005	Meeting / Business Expense	8,000	0	8,000	2,106.56	0.00	5,893	26.30
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	830.00	0.00	5,670	12.80

57003703	458099	Miscellaneous Expense--Airport	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	461000	Office Supplies	3,500	0	3,500	2,200.67	414.80	885	74.70
57003703	462000	Other Supplies	5,000	0	5,000	2,306.23	0.00	2,694	46.10
57003703	463000	Books and Subscriptions	500	0	500	0.00	0.00	500	0.00
57003703	464000	Uniforms and Safety Apparel	3,500	0	3,500	770.14	0.00	2,730	22.00
57003703		Total 57003703 Airport Operations	1,955,230	1,462	1,956,692	489,672.59	8,710.10	1,458,310	25.50
57003710	433000	Maintenance Services	55,000	0	55,000	23,586.97	3,165.18	28,248	48.60
57003710	433001	Refuse Collection Services	6,000	0	6,000	1,845.92	5,078.52	-924	115.40
57003710	433003	Janitorial Services	25,000	0	25,000	5,092.72	0.00	19,907	20.40
57003710	433006	Mowing Services	17,200	0	17,200	0.00	0.00	17,200	0.00
57003710	433008	HVAC	8,000	0	8,000	570.00	0.00	7,430	7.10
57003710	433009	Elevator Services	6,000	0	6,000	0.00	0.00	6,000	0.00
57003710	433010	Snow Removal	25,000	0	25,000	0.00	0.00	25,000	0.00
57003710	433012	Airfield Lighting Maintenance	2,500	0	2,500	0.00	0.00	2,500	0.00
57003710	433014	Elevator Inspections	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	433015	Vehicle/Apparatus Maintenance	35,000	0	35,000	685.50	0.00	34,315	2.00
57003710	439000	Other Purchased Services	36,000	0	36,000	10,606.75	0.00	25,393	29.50
57003710	439004	Paving Services	65,000	0	65,000	0.00	0.00	65,000	0.00
57003710	439008	Hazmat Disposal	17,000	0	17,000	0.00	0.00	17,000	0.00
57003710	439014	Security Services	95,000	5,228	100,228	3,752.63	98,087.52	-1,613	101.60
57003710	454004	Miscellaneous Rentals	2,000	0	2,000	2,277.47	0.00	-277	113.90
57003710	462000	Other Supplies	26,000	0	26,000	1,001.08	0.00	24,999	3.90
57003710	462001	Tools	10,000	0	10,000	578.63	0.00	9,421	5.80
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	1,032.80	0.00	13,967	6.90
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	85.90	0.00	19,914	0.40
57003710	462047	Airfield Supplies	39,000	0	39,000	773.17	0.00	38,227	2.00
57003710	462048	Security Supplies	20,000	0	20,000	1,315.28	0.00	18,685	6.60
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	897.40	0.00	4,103	17.90
57003710	462067	Maintenance Supplies	2,500	0	2,500	346.96	0.00	2,153	13.90
57003710	466000	Building and Repair Materials	35,000	0	35,000	1,226.22	0.00	33,774	3.50
57003710	467000	Fuels/Oils/Lubricants	11,500	0	11,500	6,194.01	0.00	5,306	53.90
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	1,267.43	0.00	23,733	5.10
57003710	471000	Equipment & Machinery Purch	107,000	0	107,000	5,985.00	136,911.00	-35,896	133.50
57003710		Total 57003710 Airport Maintenance	712,700	5,228	717,928	69,121.84	243,242.22	405,563	43.50
57003711	433000	Maintenance Services	14,000	0	14,000	0.00	0.00	14,000	0.00
57003711	433008	HVAC	2,500	0	2,500	212.50	0.00	2,288	8.50
57003711	433009	Elevator Services	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711	433014	Elevator Inspections	1,000	0	1,000	1,250.00	0.00	-250	125.00
57003711	462000	Other Supplies	3,000	0	3,000	414.12	0.00	2,586	13.80
57003711		Total 57003711 FAA Tower Nonreimbur	23,500	0	23,500	1,876.62	0.00	21,623	8.00
57003712	433000	Maintenance Services	14,000	0	14,000	2,621.48	0.00	11,379	18.70
57003712	451002	City Utility Charges	18,500	0	18,500	3,863.82	0.00	14,636	20.90
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	84.62	0.00	915	8.50

57003712		Total 57003712 FAA Tower Reimbursab	33,500	0	33,500	6,569.92	0.00	26,930	19.60
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	0.00
57003713	431003	Marketing	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	433003	Janitorial Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	439000	Other Purchased Services	15,000	0	15,000	0.00	0.00	15,000	0.00
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	12,000	0	12,000	0.00	0.00	12,000	0.00
57003713		Total 57003713 Airport-Special Proj	35,500	0	35,500	0.00	0.00	35,500	0.00
57003793	462000	Other Supplies	100,000	0	100,000	0.00	0.00	100,000	0.00
57003793	481001	Principal - Bonds Payable	185,000	0	185,000	185,000.00	0.00	0	100.00
57003793	481021	Interest - Bonds Payable	20,150	0	20,150	11,281.88	0.00	8,868	56.00
57003793	492575	Transfer to Airport Capital	261,000	0	261,000	211,000.00	0.00	50,000	80.80
57003793	496004	Contrib to Net Position	283,400	0	283,400	0.00	0.00	283,400	0.00
57003793		Total 57003793 Airprt Capex-Finance	849,550	0	849,550	407,281.88	0.00	442,268	47.90
		Expense Total	3,609,980	6,690	3,616,670	974,522.85	251,952.32	2,390,195	33.90

Cust Id	Customer Name	Bill #	Bill Due Date	30 to 60	61 to 90	91 to 120	Over 120
36079	RISING PHOENIX AVIATION, INC.	3667	12/31/2021	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	78002	08/31/2021	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	78003	10/01/2021	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	89102	08/31/2021	\$0.00	\$0.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	89103	10/01/2021	\$0.00	\$0.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	105601	10/31/2021	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105602	12/01/2021	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105603	01/31/2022	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105604	03/03/2022	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105605	03/31/2022	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105606	05/01/2022	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105607	05/31/2022	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105608	07/01/2022	\$0.00	\$0.00	\$0.00	\$1,711.75
36079	RISING PHOENIX AVIATION, INC.	105701	10/31/2021	\$0.00	\$0.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	105702	12/01/2021	\$0.00	\$0.00	\$0.00	\$400.00
36079	RISING PHOENIX AVIATION, INC.	105703	12/31/2021	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105704	01/31/2022	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105705	03/03/2022	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105706	03/31/2022	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105707	05/01/2022	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105708	05/31/2022	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105709	07/01/2022	\$0.00	\$0.00	\$0.00	\$320.00
36079	RISING PHOENIX AVIATION, INC.	105601	07/31/2022	\$0.00	\$0.00	\$1,711.75	\$0.00
36079	RISING PHOENIX AVIATION, INC.	105602	08/31/2022	\$0.00	\$1,711.75	\$0.00	\$0.00
36079	RISING PHOENIX AVIATION, INC.	105603	10/01/2022	\$1,711.75	\$0.00	\$0.00	\$0.00
36079	RISING PHOENIX AVIATION, INC.	105701	07/31/2022	\$0.00	\$0.00	\$320.00	\$0.00
36079	RISING PHOENIX AVIATION, INC.	105702	08/31/2022	\$0.00	\$320.00	\$0.00	\$0.00
36079	RISING PHOENIX AVIATION, INC.	105703	10/01/2022	\$320.00	\$0.00	\$0.00	\$0.00
	Totals			\$2,031.75	\$2,031.75	\$2,031.75	\$22,669.25

Cust Id	Customer Name	Bill #	Bill Due Date	30 to 60	61 to 90	91 to 120	Over 120	Notes
36510	KENNEDY, JOHN	101903	10/01/2022	\$78.00	\$0.00	\$0.00	\$0.00	Emailed & Called I/m why only pd \$330 when rent is \$408 11/8
36558	AYIVORH, NIIBEN	111003	10/01/2022	\$385.00	\$0.00	\$0.00	\$0.00	Emailed asking for update 11/8
36864	COWAN GROUP	99203	10/01/2022	\$3,176.00	\$0.00	\$0.00	\$0.00	Resubmitted rejected invoice 11/3
50500	SJCO - AURORA MANASSAS VA, LLC	3358	06/04/2022	\$0.00	\$0.00	\$0.00	\$1,096.20	Emailed several times they say they are working on it 11/8
83168	HERNANDEZ, MARCO	3256	04/30/2022	\$0.00	\$0.00	\$0.00	\$247.74	Sent entire file to Shannon 11/8
83168	HERNANDEZ, MARCO	3020901	05/01/2022	\$0.00	\$0.00	\$0.00	\$80.00	she is having Dustin see if he can
83168	HERNANDEZ, MARCO	3020902	05/31/2022	\$0.00	\$0.00	\$0.00	\$80.00	find any information we can use
83168	HERNANDEZ, MARCO	3020903	07/01/2022	\$0.00	\$0.00	\$0.00	\$80.00	Plane has been booted
83168	HERNANDEZ, MARCO	3020901	07/31/2022	\$0.00	\$0.00	\$80.00	\$0.00	Spoke w/Mr. Hernandez!! He is
83168	HERNANDEZ, MARCO	3020902	08/31/2022	\$0.00	\$80.00	\$0.00	\$0.00	going to Customer Serv Ctr to pay
83168	HERNANDEZ, MARCO	3020903	10/01/2022	\$80.00	\$0.00	\$0.00	\$0.00	I have informed Shannon sent him a statement 11/8
87078	STETTIN, EDWARD R	1154	04/07/2022	\$0.00	\$0.00	\$0.00	\$35.00	Leidos is reaching out-he is currently an employee not working here
93681	HOLDEN, JOHN	3693	09/18/2022	\$35.00	\$0.00	\$0.00	\$0.00	Deactivating Card Emailed asking for payment 11/8
305466	MANASSAS FBO LLC	109303	10/01/2022	\$723.27	\$0.00	\$0.00	\$0.00	Sent to Shannon to see if she knows why this whole bal is here 11/8
	Totals			\$4,477.27	\$80.00	\$80.00	\$1,618.94	



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: November 17, 2022

TIME ESTIMATE: Consent Agenda

AGENDA TITLE: Approve the renewal of Aviation Adventure's Lease for Rooms 109-110 in the terminal building for one twelve (12) month term.

RECOMMENDATION: Approve the Aviation Adventure's Lease for an additional twelve (12) months.

MOTION: I move that the consent agenda be approved.

DATE LAST CONSIDERED BY COMMISSION: N/A

SUMMARY AND/OR COMMENTS: The new Lease Agreement is for an additional 12 (twelve) months. The monthly rent will increase to \$2,665.73 (2.9%). The new rent will take effect on December 1, 2022. All other provisions of the Lease Agreement remain the same. A copy of the current Lease Agreement is attached.

FISCAL IMPACT: N/A

STAFF CONTACT: Juan Rivera, 257-8261

JER

Airport Director

Attachment

LEASE OF OFFICE SPACE AT THE MANASSAS REGIONAL AIRPORT

THIS LEASE, made and entered into this 1st day of December 2022, (hereinafter the "Agreement") by and between THE CITY OF MANASSAS, through its Airport Director (hereinafter the "City"); and, Aviation Adventures (hereinafter the "Lessee").

WITNESSETH:

1. PREMISES

That for and in consideration of the payment by Lessee of the rent hereinafter reserved and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, the City does hereby lease, let, and demise unto Lessee, and Lessee does hereby take, and lease from the City, office space in the main airport terminal building owned by the City known as terminal building room(s) 109 & 110 (Expanded), Manassas, Virginia, (hereinafter the "Leased Premises") and more particularly described as follows:

1,071 square feet, Room(s) 109 & 110 (Expanded), located in the main airport terminal building at 10600 Harry J. Parrish Boulevard, Manassas, Virginia 20110.

The Lessee shall occupy the Leased Premises for the following purpose and for no other purpose whatsoever:

To provide flight instruction, aircraft rental, pilot supplies and an aircraft simulator.

The Lessee has non-exclusive use of the Common Areas shared by other tenants and the general public.

2. TERM

- A. The term of this lease shall be for a period of twelve (12) months commencing on the 1st day of December 2022, and ending on the 30th day of November 2023 with an option to renew for one twelve (12) month term at a 2.9% annual rent increase upon the consent of both parties. The Lessee shall give the City sixty (60) days' notice of its intent to renew the Lease.
- B. Holdover. 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 will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by the Lessee shall constitute trespass.

- C. Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of personal property without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Agreement. These damages are in the nature of liquidated damages and are not a penalty.

3. RENT

Commencing on the first day of the term as hereinbefore set forth, and monthly thereafter during the term, Lessee shall pay to the City, without demand and without notice, as Rent, the following amount: Two thousand five hundred seventeen dollars and forty-one cents (\$2,665.73) each month, payable on the **1st day of December 2022** and the 1st day of each month thereafter during the term of this agreement. The Lessee hereby covenants and agrees to occupy the premises as Lessee of the City for the term hereinabove set forth, and agrees to pay to the City rental therefore without offset or deduction therefrom.

4. ADDITIONAL RENTS & CHARGES

- A. 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, including interest, at a rate of eighteen percent (18%) per annum, together with all costs, damages and penalties including reasonable attorney fees. 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.
- B. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.
- C. Lessee shall be responsible for all personal property taxes, gross receipt taxes, etc., levied with respect to Lessee's business operations conducted on the property.
- D. The Lessee shall pay for all phone and internet services furnished to the Leased Premises. The City shall allow the providers of such utilities reasonable access.
- E. The Lessee shall pay all fees associated with the Airport's Commercial Operating Permit.

5. INTEREST AND LATE CHARGES

If Lessee fails to pay within seven (7) days after the date which due, any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) per month beginning on the due date and continuing until paid.

In addition to the interest which Lessee is required to pay pursuant to the preceding sentence, Lessee agrees to immediately pay the City a late charge (the "Late Charge") equal to five percent (5%) of the amount of rent or other payment which was not paid when due. Lessee acknowledges that the Late Charge is equitable compensation to the City, which is intended to reasonably compensate City for the administrative, accounting, processing, and collection costs which are caused by Lessee's failure to pay the amounts due hereunder. Lessee further acknowledges that the exact amount of City's extra cost is difficult or impractical to specifically establish. Acceptance by the City of the Late Charge shall not constitute a waiver of any rights or remedies of the City.

6. SECURITY DEPOSIT

Concurrently with Lessee's execution of this lease, Lessee shall deposit with the City an amount equal to one month's rent as security for damage due to Lessee's failure to pay sums due hereunder, misuse of the premises, and any other sums due to the City resulting from any breach of this lease by Lessee (the "Security Deposit"). The City shall not be required to pay interest on the Security Deposit or to maintain it in a separate account. Within three (3) days business after written notice of City's use of the Security Deposit, Lessee shall deposit with City cash in an amount sufficient to restore the Security Deposit to its prior amount. Within ninety (90) days after (a) the expiration or earlier termination of the lease term, or (b) Lessee's vacating the premises, the City shall return the Security Deposit less such portion thereof as the City may have used to satisfy Lessee's obligations.

7. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS & REPAIR

- A. Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises "as is" in its present condition.
- B. Lessee shall keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- C. The Airport Director may at any time during regular working hours enter into the Leased Premises to determine if maintenance and care is satisfactory to Lessor or is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the

necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 19 of this Agreement.

- D. Lessee shall repair any damage caused by Lessee to the carpet of the Leased Premises caused by any liquids and substances having a corrosive or detrimental effect thereon, normal wear and tear is acceptable.
- E. Plans and specifications for any alterations, modifications, additions or replacements (hereinafter referred to as "Improvements") to the Leased Premises by Lessee shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City.
- F. The City shall advise the Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed Improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.
- G. If the Lessee makes any Improvements without City approval that are disapproved of by the City, then, upon notice the Lessee shall remove the Improvement or at the option of the City cause the same to be changed to 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 affect the removal or change and the Lessee shall pay the cost thereof to the City.

8. ADDITIONAL OBLIGATIONS OF LESSEE

- A. 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.
- B. Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, 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 on the Airport or on aircraft using the Airport, or with ground transportation communications.
- C. The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites 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.

- D. The Lessee agrees to require its employees to wear suitable attire as determined by the Airport Director in his sole discretion.
- E. 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.
- F. 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 Leased Premises and/or the improvements thereon and its operations at the Airport hereunder.
- G. The Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm or security system and fire hydrants and hoses, installed or located on the Leased Premises.
- H. The Lessee shall not overload any floor, structure, structural member on the Leased Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's expense any floor, structure, structural member, or any paved area damaged by overloading, which repair work shall be performed in accordance with the Lessee's obligations pursuant to Section VII above.
- I. The Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises:
 - 1) Which will invalidate or conflict with any fire insurance policies as applicable to the Leased Premises or any part thereof; or other contiguous premises at the Airport; nor,
 - 2) Which may constitute a hazardous condition that increases the risks attendant upon the operations permitted by this Lease.
- J. The Lessee understands that no outside storage is permitted. In this regard, it is specifically understood and agreed that no vehicles, trailers, campers, boats, recreational vehicles, or tractor-trailers are to be stored in the public parking lot or any part of the airport. At no time will the Lessee park any vehicle, aircraft or equipment in any airport safety area, taxilane or taxiway that may obstruct the use of such taxiway or taxilane.
- K. The Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Leased Premises, except for those animals such as Seeing Eye dogs and others protected by federal accessibility standards.

9. INGRESS AND EGRESS

- A. The Lessee shall have the right of ingress and egress between the Leased Premises and public parking lots and landing areas at the Airport by means of connecting taxiways, and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rites of passage thereon, which may be used except when the Airport is closed to the public.
- B. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such parking lot, roadway or taxiway or access gate and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above 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 Leased Premises or in any streets or roadways or access gates near the Leased Premises.

10. AIRPORT SECURITY

- A. It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure airport environment, the City makes no warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences therefrom, which may result in loss or damage to the Lessee.
- B. 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 contract security service personnel.
- C. The Lessee shall be responsible for securing its office space when not in use or occupied. The Lessee shall abide by all security procedures as implemented by the Airport Director for securing the terminal building.
- D. The Lessee will be issued keys and or security cards to access the terminal building after normal working hours. The Lessee is responsible for securing the keys and security cards at all times and is prohibited from duplicating keys or security cards. All cards and keys will be returned to the Airport Director at the termination of this Agreement.
- E. If any keys or security cards are lost or stolen, the Lessee will immediately notify the Airport Director's office, and the Lessee may be responsible for the cost of re-keying the entire terminal.

11. LIABILITIES, AND INDEMNITIES

- A. The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sublessees or tenants, or their guests or invitees.
- B. The Lessee agrees to indemnify, save and hold harmless, the City and its officers, agents, servants and employees of and from any and all costs, liability, damage and expense (including costs of suit and expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, 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 City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. In any case in which such indemnification would violate Virginia law, the foregoing provisions concerning indemnification 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. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees 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 of such claim both on behalf of the Lessee and on behalf of the City. It is specifically agreed, however, 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.

12. RULES AND REGULATIONS AND MINIMUM STANDARDS

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. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, state and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, 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 corporation that fails or refuses to obey and comply with such rules, regulations or laws.

13. INSURANCE

- A. Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Lease as the Lessee is required under the Workers' Compensation

Act; and also take out and maintain such public liability insurance as will protect the Lessee and the City from any claims for damage, injury or death to persons or property, arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in Paragraph XIII (B) hereof. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

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

- B. The City will review the minimum insurance coverage required every year during the term of this Agreement. The City shall have the right to direct Lessee to increase the minimum insurance requirement every year. All required insurance must be in effect and so continue during the life of this Lease in not less than the following amounts:
 - 1) Workers' Compensation Unlimited - Statutory - in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
 - 2) General Liability Insurance with a maximum combined single limit of \$1,000,000 per occurrence. This insurance shall indicate on the Certificate of Insurance the following coverages:
 - a. Products Liability and Completed Operations
 - b. Premises and Operations
 - c. Death and Personal Injury
 - 3) Automobile Insurance – Not required if the Lessee is not going to drive on any Aircraft Operations Areas or movement areas, including ramps and tie-down areas. Lessee must provide the Airport Director with a written statement declaring that this is the case.
- C. Location of operation shall be “All locations in the City of Manassas, Virginia”.
- D. The City shall be named as an additional insured under all policies of liability insurance.
- E. Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

14. HAZARDOUS MATERIALS

- A. Lessee warrants that no industrial, toxic or hazardous waste will be disposed in the sewer system, dumpster or any other location on the Airport. Disposal shall be in accordance with all appropriate city, county, state and federal regulations.

Lessor may require a bond or insurance sufficient to guarantee clean up in the event of a spill.

- B. Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised Premises.

15. COMMON AREAS AND PARKING

- A. The City agrees that Lessee and Lessee's customers, employees, and/or visitors, shall have the non-exclusive right throughout the term of this Lease to use, in common with others entitled to similar use thereof, all of the interior common areas (public use) of the building of which the leased premises are a part, including all hallways, stairways, and doorways for ingress to and egress from the leased premises, and the exterior common areas to the total premises, all parking spaces, streets, service drives, and sidewalks for ingress to and egress from the demised premises and the public streets and highways, and City shall arrange and adequately maintain said interior common areas in good and usable condition throughout the term of this Lease. The Airport Director reserves the right to charge the Lessee for additional janitorial services for special events hosted by the Lessee or if in the opinion of the Airport Director the Lessee's creates a need for additional janitorial services.
- B. The City shall pave, arrange, and adequately maintain in good and usable condition throughout the term of this Lease all exterior common areas, and shall be responsible for snow removal and the maintenance of adequate lighting facilities in the said parking areas at all times during the business hours of the building containing the leased premises.
- C. The Lessee shall in no way infringe on the rights of others to use the public use areas (pilots lounge, terminal lobby, vending area, hallways, baggage area, and outside grounds) of the terminal and understands and agrees that the City and other groups may from time to time hold special events in the terminal building and on the grounds around the terminal. At no time shall the Lessee use, or permit his employee(s) to use the public use areas of the terminal building for conducting any aspects of the Lessee's business.

16. QUIET ENJOYMENT

The City covenants that as long as the Lessee is not in default of any provision of this Agreement, the Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

17. GOVERNMENTAL REQUIREMENTS

- A. 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 Leased Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to the Federal Aviation Administration and Virginia Department of Aviation.

- B. 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 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.

18. RIGHTS OF ENTRY RESERVED

- A. The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased 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 Leased Premises.
- B. At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.
- C. 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 negligence of the City.

19. DEFAULT & TERMINATION

- A. "Default" occurs (taking into account the expiration of the notice and cure periods provided for below):
 - 1. If Lessee fails to pay Rent or any other sum required to be paid hereunder within Five (5) days after written notice from City that such payment was due, but was not paid as of the due date (provided, however, if City has delivered two (2) such notices to Lessee within the prior twelve (12) month period, any subsequent failure to pay Rent or any other sum required to be paid to City hereunder on or before the due date for such payment occurring shall constitute a Default by Lessee without requirement of such Five (5) day notice and opportunity to cure; but in the event a full year elapses between such failures then Lessee shall again have the right to such cure period); or

2. If Lessee fails to perform any term, covenant or condition of this Lease except those requiring the payment of money to City as set forth in Section 19(A)(1) above, and Lessee fails to cure such breach within thirty (30) days after written notice from City where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Lessee shall not be in Default if it commences such performance promptly after its receipt of City's written notice and diligently thereafter prosecutes the same to completion; provided that no such grace period to be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations, (ii) the Default relates to the assignment and subletting provisions, or (iii) there exists a reasonable possibility of danger to the health or safety of the City, the Lessee, Lessee's invitees, or any other occupants of, or visitors to, the Building; or
 3. If Lessee shall have abandoned or vacated the Leased Premises or any material (i.e., in excess of 50%) portion thereof for a period of fourteen (14) consecutive days.
- B. Upon a Default, City shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which City may resort to cumulatively, consecutively, or in the alternative:
1. City may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as City does not terminate this Lease, and City shall have the right to collect Rent and other charges when due.
 2. City may terminate this Lease, or may terminate Lessee's right to possession of the Leased Premises without terminating this Lease, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Lessee's rights hereunder) shall immediately terminate, provided that, without limitation, Lessee's obligation to pay Rent and any damages otherwise payable under this Agreement shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Lessee's right of possession, all of Lessee's rights in and to possession of the Leased Premises shall terminate but this lease shall continue subject to the effect of this Section XIX. Upon either such termination, Lessee shall surrender and vacate the Premises in the condition required by this Agreement, and City may re-enter and take possession of the Leased Premises and all the remaining improvements or property and eject Lessee or any of the Lessee's sublessees, assignees or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due City

or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Lessee, all of which shall expressly survive such termination. Reletting may be for a period shorter or longer than the remaining Lease Term. No act by City other than giving written notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the Leased Premises or the appointment of a receiver on City's initiative to protect City's interest under this Lease shall not constitute a constructive or other termination of Lessee's right to possession or of this Lease, either of which may be effected solely by an express written notice from City to Lessee.

- C. On termination, City shall have the right to remove all Lessee's personal property and store same at Lessee's cost, and to recover from Lessee as damages:
1. The amount of unpaid Rent, interest, late fees and other sums due and payable which had been earned at the time of termination; plus
 2. Any other amount necessary to compensate City for all of the out-of-pocket costs incurred on account of Lessee's failure to perform Lessee's obligations under this Agreement, including, without limitation, any costs or expenses reasonably incurred by City: (i) in retaking possession of the Leased Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Leased Premises or a portion thereof, including such acts for reletting to a new Lessee or Lessees; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Leased Premises, together with the unamortized portion of any improvements made for Lessee by City and paid for by City; real estate commissions paid by City in connection with Lessee's lease; and any rental abatement; plus
 3. In addition to the other amounts specified in this Agreement, the City shall be entitled to recover "Indemnity Payments," as defined herein below, from Lessee. For purposes of this Lease "Indemnity Payments" means an amount equal to the Rent and other payments provided for in this Lease which would have become due and owing hereunder from time to time during the unexpired Lease Term after the effective date of the termination, but for such termination, less the Rent and other payments, if any, actually collected by City and allocable to the Leased Premises. Lessee shall, on demand, make Indemnity Payments monthly, and City may sue for all Indemnity Payments at any time after they accrue, either monthly, or at less frequent intervals. Lessee further agrees that City may bring suit for Indemnity Payments and/or any other damages recoverable herein at or after the end of the Lease Term as originally contemplated under this Lease, and Lessee agrees that, in such event, City's cause of action to recover the Indemnity Payments shall be deemed to have accrued on the last day of the Lease Term as originally contemplated. In seeking any new Lessee for the Premises, City shall be entitled to grant any concessions it deems reasonably necessary. In no event shall Lessee be

entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. To the fullest extent permitted by law, Lessee waives redemption or relief from forfeiture under any other present or future law, in the event Lessee is evicted or City takes possession of the Premises by reason of any Default of Lessee hereunder.

- D. City may, with or without terminating this Lease, re-enter the Premises pursuant to judicial process (except in the event of Lessee's abandonment of the Premises in which event no judicial process shall be required) and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. No re-entry or taking possession of the Premises by City pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Lessee.
- E. Lessee, on its own behalf and on behalf of all persons claiming through or under Lessee, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Lessee and all such persons might otherwise have under any present or future law (1) except as may be otherwise specifically required herein, to the service of any notice to quit or of City's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given, (2) to redeem the Premises, (3) to re-enter or repossess the Premises, (4) to restore the operation of this Lease, with respect to any dispossession of Lessee by judgment or warrant of any court or judge, or any re-entry by City, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease, (5) to the benefit of any law which exempts property from liability for debt or for distress for rent or (6) to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.
- F. Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased 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 Leased Premises.
- G. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee 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 the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a 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 terminate this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

20. TERMINATION BY LESSEE

As long as the Lessee is not in default in payment to the City of any amounts due the City under this Agreement, the Lessee may cancel this Agreement, and thereby terminate all of its rights and unaccrued obligation hereunder, by giving the City thirty (30) days advance written notice upon or after the happening of the following events:

- 1) Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any 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; or
- 2) 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.

21. SERVICES TO LESSEE

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 use reasonable efforts to maintain the terminal building, runways, taxiways and roads in good repair including the removal of snow from the parking lots, sidewalks, aprons and runways. The City also agrees to provide and maintain water and sanitary sewer services.

22. SURRENDER AND RIGHT OF REENTRY

Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as was received except for such normal wear and tear.

23. SIGNS AND LOGOS

The Lessee shall have the right to install and maintain one sign on the door of the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, location and elevation of such shall be subject to written approval of the Airport Director. The Lessee shall be responsible for repairing in damage caused by the installation of any sign on the door. The right to install and maintain a sign in no way makes the City responsible for advertising or marketing the Lessee's business.

24. ASSIGNMENT & SUBLEASE

Lessee shall not assign or sublet the demised premises or any part thereof.

25. WARRANTY

City warrants that it has full legal authority and right to grant to Lessee the estate hereby demised and the easements thereunto pertaining.

26. NOTICES

- A. 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.
- B. The notice addresses of the parties are as follows:

To the City: The City of Manassas
 9027 Center Street
 Manassas, Virginia 20110

With a copy to:

Manassas Regional Airport
Attention: Airport Director
10600 Harry J. Parrish Boulevard
Manassas, Virginia 20110

The Lessee: Aviation Adventures
10600 Harry J. Parrish Blvd.
Suite 109
Manassas, VA 20110

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

27. WAIVER

Any particular waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified, and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

28. SUBORDINATION

- A. This Agreement is subject and subordinate to the following:
- 1) The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance by or on behalf of the Lessee, provided, the Lessee is not deprived of the use or access to the Leased Premises. Accordingly nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.
 - 2) 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 Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - 3) This Agreement is and shall 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.
 - 4) 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 Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of

rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Leased Premises.

- 5) 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 Leased Premises.

29. REMEDIES TO BE NONECLUSIVE

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, or the Lessee, 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

30. 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.

31. FORCE MAJUERE

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

32. INTENTIONALLY DELETED.

33. ENTIRE AGREEMENT

This Agreement, together with any exhibits attached hereto and made a part hereof, represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this Lease shall not be modified, changed or terminated unless in writing of equal dignity signed by both parties.

34. GOVERNING LAW

This Agreement shall be performable and enforceable in Manassas, Virginia, and shall be construed in accordance with the laws of the Commonwealth of Virginia.

35. PARTIAL INVALIDITY

If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

36. GENERAL PROVISIONS

- A. 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.
- B. 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.
- C. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- D. The titles of the several sections 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.
- E. Nothing herein contained shall create or be construed to creating a joint venture or co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City.
- F. This Agreement shall not become effective until it has been fully and properly executed by both parties hereto and has been approved by the Airport Commission.
- G. The Lessee can appeal decisions or actions taken by the Airport Director regarding this Agreement to the Airport Commission. All appeals shall be made in writing to the Chairman of the Airport Commission. All decisions regarding the appeal by the Airport Commission shall be final.

37. BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, successors and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

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

THE CITY OF MANASSAS

City Manager
City of Manassas, Virginia

ATTEST:

SIGNATURE

PRINT NAME

LESSEE

By: _____
Print name: _____
Title:

ATTEST:

SIGNATURE

PRINT NAME



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE:	November 17, 2022
TIME ESTIMATE:	Consent Agenda
AGENDA TITLE:	Approve the renewal of Aviation Adventure's Lease for Room 105 in the terminal building for one twelve (12) month term.
RECOMMENDATION:	Approve the Aviation Adventure's Lease for an additional twelve (12) months.
MOTION:	I move that the consent agenda be approved.
DATE LAST CONSIDERED BY COMMISSION:	N/A
SUMMARY AND/OR COMMENTS:	The new Lease Agreement is for an additional 12 (twelve) months. The monthly rent will increase to \$794.13 (2.9%). The new rent will take effect on December 1, 2022. All other provisions of the Lease Agreement remain the same. A copy of the current Lease Agreement is attached.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Juan Rivera, 257-8261

JER

Airport Director

Attachment

LEASE AGREEMENT FOR OFFICE SPACE AT
THE MANASSAS REGIONAL AIRPORT

THIS LEASE, made and entered into this 1st day of December 2022, (hereinafter the "Agreement") by and between THE CITY OF MANASSAS, through its Airport Director (hereinafter the "City"); and, Aviation Adventures (hereinafter the "Lessee").

WITNESSETH:

I. PREMISES

That for and in consideration of the payment by Lessee of the rent hereinafter reserved and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, the City does hereby lease, let, and demise unto Lessee, and Lessee does hereby take, and lease from the City, all that certain portion of the building owned by the City known as 10600 Observation Road, Manassas, Virginia, (hereinafter the "Leased Premises") and more particularly described as follows and shown on Exhibit "A", attached to and made part of this Lease:

±300 square feet, Room 105 located in the main airport terminal building
at:

10600 Harry J. Parrish Boulevard, Manassas, Virginia
20110.

The Lessee shall occupy the Leased Premises for the following purpose and for no other purpose whatsoever:

For flight school operations only

The Lessee has non-exclusive use of the Common Areas shared by other tenants and the general public.

II. TERM

- A. The term of this lease shall be for a period of twelve (12) months commencing on the 1st day of December 2022, and ending on the 30th day of November 2023 with an option to renew for one twelve (12) month term at a 2.9% annual rent increase upon the consent of both parties. The Lessee shall give the City sixty (60) days' notice of its intent to renew the Lease.
- B. Holdover. 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 will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by the Lessee shall constitute trespass.

- C. Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of personal property without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Agreement. These damages are in the nature of liquidated damages and are not a penalty.

III. RENT

Commencing on the first day of the term as hereinbefore set forth, and monthly thereafter during the term, Lessee shall pay to the City, without demand and without notice, as rent, the following amount: Seven hundred and seventy-one dollars and seventy-five cents each month (\$794.13) payable on the **1st** day of **December 2022** and the first day of each month thereafter during the term of this agreement.

The Lessee hereby covenants and agrees to occupy the premises as Lessee of the City for the term hereinabove set forth, and agrees to pay to the City rental therefore without offset or deduction therefrom.

IV. ADDITIONAL RENTS & CHARGES

- A. Lessee shall pay a proportionate amount of the City of Manassas utility bill.
- B. 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, including interest, at a rate of eighteen percent (18%) per annum, together with all costs, damages and penalties including reasonable attorney fees. 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.
- C. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.
- D. Lessee shall be responsible for all personal property taxes, gross receipt taxes, etc., levied with respect to Lessee's business operations conducted on the property.
- E. The Lessee shall pay for all phone services furnished to the Leased Premises. The City shall allow the providers of such utilities reasonable access.

V. LATE CHARGES

If Lessee fails to pay within seven (7) days after the date which due, any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of one and one-half percent (1.5%) per month beginning on the due date and continuing until paid.

In addition to the interest which Lessee is required to pay pursuant to the preceding sentence, Lessee agrees to immediately pay the City a late charge (the "Late Charge") equal to five percent (5%) of the amount of rent or other payment which was not paid when due. Lessee acknowledges that the Late Charge is equitable compensation to the City, which is intended to reasonably compensate City for the administrative, accounting, processing, and collection costs which are caused by Lessee's failure to pay the amounts due hereunder. Lessee further acknowledges that the exact amount of City's extra cost is difficult or impractical to specifically establish. Acceptance by the City of the Late Charge shall not constitute a waiver of any rights or remedies of the City.

VI. SECURITY DEPOSIT

Concurrently with Lessee's execution of this lease, Lessee shall deposit with the City an amount equal to one month's rent as security for damage due to Lessee's failure to pay sums due hereunder, misuse of the premises, etc. (the "Security Deposit"). The City shall not be required to pay interest on the Security Deposit or to maintain it in a separate account. Within three (3) days after written notice of City's use of the Security Deposit, Lessee shall deposit with City cash in an amount sufficient to restore the Security Deposit to its prior amount. Within ninety (90) days after (a) the expiration or earlier termination of the lease term, or (b) Lessee's vacating the premises, the City shall return the Security Deposit less such portion thereof as the City may have used to satisfy Lessee's obligations.

VII. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS & REPAIR

- A. Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises "as is" in its present condition.
- B. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- C. The Airport Director may at any time during regular working hours enter into the Leased Premises to determine if maintenance and care is satisfactory to Lessor is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 19 of this Agreement.

- D. The Lessee certifies that the Leased Premises' carpet is new and agrees to repair or replace any damage caused by Lessee to the carpet caused by, but not limited to any liquids and substances having a corrosive or detrimental effect thereon, normal wear and tear is acceptable.
- E. Plans and specifications for any alterations, modifications, additions or replacements (hereinafter referred to as "Improvements") to the Leased Premises shall be submitted to and receive the written approval of the Airport Director, and no such work shall be commenced until such written approvals are obtained from the Airport Director and City Officials. The Airport Director shall advise the Lessee with in thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed Improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work and in the event it disapproves, stating its reasons therefore.
- F. If the Lessee makes any Improvements without City approval that are disapproved of by the City, then, upon notice the Lessee shall remove the Improvement or at the option of the City cause the same to be changed to 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 affect the removal or change and the Lessee shall pay the cost (as defined in Section VII(I) thereof to the City.

VIII. ADDITIONAL OBLIGATIONS OF LESSEE

- A. 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.
- B. Further, the Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, 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 on the Airport or on aircraft using the Airport, or with ground transportation communications.
- C. The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites 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.
- D. The Lessee agrees to require its employees to wear suitable attire.
- E. 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.

- F. 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 Leased Premises and/or the improvements thereon and its operations at the Airport hereunder.
- G. The Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm or security system and fire hydrants and hoses, installed or located on the Leased Premises.
- H. The Lessee shall not overload any floor, structure, structural member on the Leased Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's expense any floor, structure, structural member, or any paved area damaged by overloading without limiting the Lessee's obligations pursuant to Section VII above.
- I. The Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises:
 - 1. Which will invalidate or conflict with any fire insurance policies as applicable to the Leased Premises or any part thereof; or other contiguous premises at the Airport; nor,
 - 2. Which may constitute a hazardous condition that increases the risks attendant upon the operations permitted by this Lease.
- J. 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 the Lessee shall not conduct aircraft engine run-ups for the purpose of maintenance between the hours of 11:00 p.m. and 5:30a.m. Under unusual or emergency circumstances, the Airport Director may allow aircraft to conduct engine maintenance run-ups during the restricted time period.
- K. The Lessee understands that no outside storage is permitted. In this regard, it is specifically understood and agreed that no vehicles, trailers, campers, boats, recreational vehicles, or tractor-trailers are to be stored in the public parking lot or any part of the airport. At no time will the Lessee park any vehicle, aircraft or equipment in any airport safety area, taxi lane or taxiway that may obstruct the use of such taxiway or taxi lane.
- L. The Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Leased Premises, except for those animals such as Seeing Eye dogs and others protected by federal accessibility standards.

IX. INGRESS AND EGRESS

- A. The Lessee shall have the right of ingress and egress between the Leased Premises and public parking lots and landing areas at the Airport by means of connecting taxiways, and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rites of passage thereon, and may be used except when the Airport is closed to the public.
- B. The City may, at any time, temporarily or permanently close or consent to or request the closing of any such parking lot, roadway or taxiway or access gate and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above 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 Leased Premises or in any streets or roadways or access gates near the Leased Premises.

X. AIRPORT SECURITY

- A. It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure airport environment, the City makes no warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences therefrom, which may result in loss or damage to the Lessee.
- B. 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 contract security service personnel.
- C. The Lessee shall be responsible for securing its office space at all times and will make every effort to prevent authorized personnel or vehicles from entering on any aircraft movement areas. The Lessee shall abide by the Airport's Security Plan as written and as amended in the future.
- D. The Lessee will be issued keys and or security cards to access the building and airfield. The Lessee is responsible for securing the keys and security cards at all times and is prohibited from duplicating keys or security cards. All cards and keys will be returned to the Airport Director at the termination of this Agreement.
- E. If any keys or security cards are lost or stolen, the Lessee will immediately notify the Airport Director's office. The Lessee may be responsible for re-keying the entire terminal building if lost or stolen keys or security cards are not reported immediately.

XI. LIABILITIES, AND INDEMNITIES

- A. The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sub-lessees or tenants, or their guests or invitees.
- B. The Lessee agrees to indemnify, save and hold harmless, the City and its officers, agents, servants and employees of and from any and all costs, liability, damage and expense (including costs of suit and expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, 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 City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub-lessees or tenants. In any case in which such indemnification would violate Commonwealth of Virginia Statutes, or any other applicable legal prohibition, the foregoing provisions concerning indemnification 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. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees 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 of such claim both on behalf of the Lessee and on behalf of the City. It is specifically agreed, however, 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.

XII. RULES AND REGULATIONS AND MINIMUM STANDARDS

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. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, Commonwealth and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, 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 corporation that fails or refuses to obey and comply with such rules, regulations or laws.

XIII. INSURANCE

- A. Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Lease as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability insurance as will protect the Lessee, the City from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in Paragraph 30.10 hereof. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

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

- B. The City will review the minimum insurance coverage required every year during the term of this Agreement. The City shall have the right to direct Lessee to increase the minimum insurance requirement every year. All required insurance must be in effect and so continue during the life of this Lease in not less than the following amounts:

- 1) Workers' Compensation Unlimited- Statutory- in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
 - 2) General Liability Insurance with a maximum combined single limit of \$1,000,000 per occurrence. This insurance shall indicate on the Certificate of Insurance the following coverage:
 - a. Products Liability and Completed Operations
 - b. Premises and Operations
 - c. Death and Personal Injury
 - 3) Automobile Liability Insurance with maximum limits of liability (single limit per occurrence) of \$1,000,000 for bodily injury and \$500,000 for property damage. This insurance shall include for bodily injury and property damage the following coverage:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles
- C. Location of operation shall be "All locations in the City of Manassas, Virginia".
- D. Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

XIV. HAZARDOUS MATERIALS

- A. Lessee warrants that no industrial, toxic or hazardous waste will be disposed in the sewer system, dumpster or any other location on the Airport. Disposal shall be in accordance with all appropriate city, county, state and federal regulations. Lessor may require a bond or insurance sufficient to guarantee clean up in the event of a spill.
- B. Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised Premises.

XV. COMMON AREAS AND PARKING

- A. The City agrees that Lessee and Lessee's customers, employees, and/or visitors, shall have the right throughout the term of this Lease to use, in common with others entitled to similar use thereof, all of the interior common areas of the building of which the leased premises are a part, including all hallways, stairways, and doorways for ingress to and egress from the leased premises, and the exterior common areas to the total premises, all parking spaces, streets, service drives, and sidewalks for ingress to and egress from the demised premises and the public streets and highways, and City shall arrange and adequately maintain said interior common areas in good and usable condition throughout the term of this Lease.
- B. The City shall pave, arrange, and adequately maintain in good and usable condition throughout the term of this Lease all exterior common areas, and shall be responsible for snow removal and the maintenance of adequate lighting facilities in the said parking areas at all times during the business hours of the building containing the leased premises.
- C. The Lessee has the right to use two (2) parking spaces in the Terminal Building Parking Lot and wherever parking is available in the surrounding public parking areas. The parking of vehicles that are not properly registered or licensed in the Commonwealth of Virginia for any amount of time is expressly prohibited.

XVI. QUIET ENJOYMENT

The City covenants that as long as the Lessee is not in default of any provision of this Agreement, the Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

XVII. GOVERNMENTAL REQUIREMENTS

- A. 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 Leased Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to the Federal Aviation Administration and Virginia Department of Aviation.

- B. 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 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.

XVIII. RIGHTS OF ENTRY RESERVED

- A. The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased 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 Leased Premises.
- B. At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.
- C. 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 negligence of the City.

XIX. TERMINATION & DEFAULT

- A. In the event of a default on the part of the Lessee in the payment of rents, arrears or any other charges required by this Agreement to be paid to the City, the City shall give written notice to the Lessee of such monetary default, and demand the immediate cancellation of this Agreement and 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 a monetary default, the Lessee has not corrected said monetary default, and paid the delinquent amounts in full, the City may, by written notice to the Lessee, terminate this Agreement and all rights and privileges granted hereby in and to the Leased Premises.
- B. Upon the default by Lessee in the performance of any covenant or conditions required to be performed by the Lessee, other than the payment of rents and other fees or charges, the City shall provide Lessee with written notice allowing the Lessee ten (10) days to remedy such default. Upon the failure of the Lessee to remedy such default for the period of ten (10) days after receipt from the City of written notice to remedy the same, the City shall have the right to cancel this Agreement for such cause by notice to the Lessee. The notice of cancellation shall be effective immediately upon such notice to the Lessee. Upon the default by the Lessee, and the giving of notice of

the default and cancellation by the City as provided for elsewhere herein, the notice of cancellation shall become final; provided, however, that should the City determine that the Lessee is diligently remedying such default to completion, and so advises the Lessee in writing, said notice of cancellation may be held in abeyance. If, however, the City determines that such default is no longer being diligently remedied to conclusion, the City shall so advise the Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to the Lessee. The determination of the City in this regard shall in all events be conclusive and binding upon the Lessee.

- C. Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased 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 Leased Premises.
- D. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee 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 the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a 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 estoppels of any right on the part of the City to cancel this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

XX. TERMINATION BY LESSEE

- A. In addition to any other right of cancellation herein given to Lessee, or any rights to which it may be entitled by law, equity or otherwise, and as long as the Lessee is not in default in payment to the City of any amounts due the City under this Agreement, the Lessee may cancel this Agreement, and thereby terminate all of its rights and unaccrued obligation hereunder, by giving the City thirty (30) days advance written notice upon or after the happening of the following events:
 - 1) Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any 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; or

- 2) 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.

XXI. SERVICES TO LESSEE

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 use its best efforts to maintain the terminal building, runways, taxiways and roads in good repair including the removal of snow from the parking lots, sidewalks, aprons and runways. The City also agrees to provide and maintain water and sanitary sewer services.

XXII. SURRENDER AND RIGHT OF REENTRY

Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as was received except for such normal wear and tear.

XXIII. SIGNS AND LOGOS

The Lessee shall have the right to install and maintain one sign on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, location and elevation of such shall be subject to written approval of the Airport Director. All signs must conform to the City of Manassas Zoning and Building regulations.

XXIV. ASSIGNMENT & SUBLEASE

Lessee shall not assign or sublet the demised premises or any part thereof.

XXV. WARRANTY

City warrants that it has full legal authority and right to grant to Lessee the estate hereby demised and the easements thereunto pertaining.

XXVI. NOTICES

- A. 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.

B. 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
Attention: Airport Director
10600 Harry J. Parrish Boulevard
Manassas, Virginia 20110

The Lessee:

Aviation Adventures
10600 Harry J. Parrish Blvd. Suite 109
Manassas, VA 20110

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

XXVII. WAIVER

Any particular waiver of any covenant or condition of this Lease shall extend to the particular instance only and in the manner specified, and shall not be construed as applying to or in any manner waiving any further or other covenants, conditions or rights hereunder.

XXVIII. SUBORDINATION

A. This Agreement is subject and subordinate to the following:

- 1) The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance by or on behalf of the Lessee, provided, the Lessee is not deprived of the use or access to the Leased Premises. Accordingly nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.

- 2) 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 Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 3) This Agreement is and shall 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.
- 4) 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 Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Leased Premises.
- 5) 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 Leased Premises other than those rights which are subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

XXIX. REMEDIES TO BE NON-EXCLUSIVE

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, or the Lessee, 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.

XXX. 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.

XXXI. FORCE MAJEURE

Neither party shall be deemed in violation of this Agreement if it is prevented from

performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control; provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

XXXII. NON-LIABILITY OF INDIVIDUALS

No director, officer, 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.

XXXIII. ENTIRE AGREEMENT

This Lease, together with any exhibits attached hereto and made a part hereof, represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this Lease shall not be modified, changed or terminated unless in writing of equal dignity signed by both parties.

XXXIV. GOVERNING LAW

This Agreement shall be performable and enforceable in Manassas, Virginia, and shall be construed in accordance with the laws of the Commonwealth of Virginia.

XXXV. PARTIAL INVALIDITY

If any provision of this lease or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

XXXVI. GENERAL PROVISIONS

- A. 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.
- B. 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.
- C. All covenants, stipulations and agreements in this Agreement shall extend to and

bind each party hereto, its legal representatives, successors and assigns.

- D. The titles of the several sections 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.
- E. Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City.
- F. This Agreement shall not become effective until it has been fully and properly executed by both parties hereto and has been approved by the Airport Commission.
- G. The Lessee can appeal decisions or actions taken by the Airport Director regarding this Agreement to the Airport Commission. All appeals shall be made in writing to the Chairman of the Airport Commission. All decisions regarding the appeal by the Airport Commission shall be final.

XXXVII. BINDING EFFECT

It is agreed that all of the terms and conditions of this Lease are binding upon the parties hereto, their administrators, heirs, successors and assigns, unless otherwise specified herein. All terms and conditions herein are also covenants.

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

THE CITY OF MANASSAS

Juan Rivera, Airport Director

LESSEE

By:_____

Print Name:_____

Title:_____



Bull Run Rotary Club
P.O. Box 567
Manassas, VA 20110

Nov 8, 2022

Mr. Juan Rivera, Director
Manassas Regional Airport
10600 Wakeman Drive
Manassas, VA 20110

Dear Mr. Rivera

The Manassas Bull Run Rotary Club has appreciated the opportunity to partner with the Airport in past years as a fund-raising opportunity for local charities. This event has become the signature event for our club and would like to continue partnering with you again next year. Therefore, we request approval of the Airport Commission to host the Manassas Runway 10K/5K Run again next year on April 29, 2023

Sincerely,

Michael Janay

Michael Janay, President
Manassas Bull Run Rotary Club



Manassas Regional Airport

Airport Commission
10600 Harry J. Parrish Blvd.
Manassas, VA 20110

Meeting Date: November 17, 2022

Time Estimate: 10 minutes

Agenda Title: Consideration of approving the Manassas Bull Run Rotary Club's request to conduct a 5K/10K Runway Run on April 29, 2023.

Recommendation: N/A

Motion: I move to approve/disapprove the Manassas Bull Run Rotary Club's request to conduct a 5K/10K Runway Run on April 29, 2023.

Date Last Considered
by Airport Commission: N/A

Summary and/or
Comments: The staff will give an overview of last year's event at the meeting.

Fiscal Impact: N/A

Staff Contact: Juan Rivera, Airport Director
jrivera@manassasva.gov
(703) 257-1882



AIRPORT COMMISSION AGENDA STATEMENT

MEETING DATE: November 17, 2022

TIME ESTIMATE: 15 minutes

AGENDA ITEM TITLE: Preview of FY 2024 Airport Operating Budget – Projected Revenues

**DATE THIS ITEM WAS
LAST CONSIDERED BY
COMMISSION:** N/A

**SUMMARY OF ISSUE/
TOPIC:** This is a presentation on the upcoming FY 2024 Airport Operating Budget. This presentation will cover the projected revenues in the FY 2024 operating budget.

The presentation will be available at the Airport Commission's meeting.

**STAFF
RECOMMENDATION:** N/A

**DISCUSSION
(IF NECESSARY):** No Discussion

**BUDGET/FISCAL
IMPACT:** N/A

STAFF: Juan Rivera, (703) 361-1882

JER

Airport Director

Attachment



City of Manassas

Manassas Regional Airport

Meeting Date:	November 17, 2022
Time Estimate:	15 Minutes
Agenda Title:	Authorization of a Closed Meeting
Recommendation:	Authorize a Closed Meeting
Motion:	<p>I move that City Council convene in a Closed Meeting.</p> <p>To discuss the acquisition of real property for a public purpose in the Manassas Regional Airport area, where discussion in an open meeting would adversely affect the negotiating strategy of the City, as permitted by Va. Code §2.2-3711 (A) (3);</p>
Date Last Considered by City Council:	N/A
Summary and/or Comments:	If the Manassas Regional Airport Commission votes to hold a closed meeting, the Commission will be required to certify by motion that the meeting was held in conformance with the amended Virginia Freedom of Information Act.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Juan Rivera, Airport Director jrivera@manassasva.gov (703) 361-1881



City of Manassas

Manassas Regional Airport

Meeting Date:	November 17, 2022
Time Estimate:	N/A
Agenda Title:	Certification of the Closed Meeting
Recommendation:	Certify the Closed Meeting
Motion:	I move that the Council certify that, in the closed meeting just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in a closed meeting and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in that motion.
Date Last Considered by City Council:	N/A
Summary and/or Comments:	If the Manassas Regional Airport Commission votes to hold a closed meeting, the Commission will be required to certify by motion that the meeting was held in conformance with the amended Virginia Freedom of Information Act.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Juan Rivera, Airport Director jrivera@manassasva.gov (703) 361-1882