



Minimum Standards
For
Airport Aeronautical Services and Aeronautical
Activity Operators

Manassas Regional Airport
Manassas, VA

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Definitions

1. Aeronautical Activity (Activities) – Any activity conducted at airports which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to: , air taxi and charter operations, pilot training, aircraft renting, flying clubs, sightseeing, aerial photography, aerial surveying, agricultural operations, aerial advertising, balloon or blimp operations, skydiving, Ultralight operations, aircraft sales, sale of aviation petroleum products, dispensing of aviation petroleum products, aircraft servicing, repair and maintenance of aircraft, repair and maintenance of aircraft components, repair and maintenance of avionics components or systems, sale of aircraft parts or avionics components, aircraft storage, and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.
2. Aeronautical Service(s) – Any activity, which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted by a person who has an Agreement from the airport owner to provide such service(s).
3. Aircraft – A device that is used or intended to be used for flight in air. Examples of Aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft (helicopter and gyroplane), balloon, blimp, and ultralight.
4. Aircraft Management – The oversight, personnel administration, reporting, maintenance administration, scheduling and dispatching of an aircraft not owned or leased by the operator.
5. Aircraft Maintenance – The inspection, overhaul, repair, preservation, and the replacement of parts including Preventative Maintenance.
6. Airport –Manassas Regional Airport (KHEF)
7. Airport Commission (the Commission) - The body established by the Manassas City Council to oversee the operation of the Airport’s existing and future facilities, prepare reports and annual budgets relating to the Airport, hear appeals, and make recommendations to the City Council relating to the Airport.
8. Airport Sponsor – The City of Manassas, Virginia.
9. Airport Operations Area (AOA) - Area of the Airport used or intended to be used for the landing, take off, or surface maneuvering of Aircraft. The AOA is divided into two areas: the ‘Movement’ area and the ‘Non-movement’ area.
10. Airport Layout Plan (ALP) – The current approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, building, roadways, utilities, navigation aids (NAVAIDs), etc.

11. Applicable Law – All applicable provisions of federal, state, and local laws, statutes, ordinances, rules and regulations.
12. Apron(s) – Those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.
13. Based Aircraft – Any Aircraft that remains or is housed, hangared, or tied-down at the Airport for more than 60 days in a 12-month period and which is required to have a state-issued aircraft license.
14. Building(s) – Includes the main portion of each structure, all projections or extensions there from and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs, and landscaping shall not be included.
15. Business – Any person, firm, general or limited partnership, corporation, trust, or association or other legal entity established for the purpose of conducting commercial enterprise on the Airport.
16. City – The City of Manassas, Virginia
17. City Council (Council) – The City of Manassas Council
18. Club Aircraft – Aircraft owned and operated by a non-profit partnership or non-profit Virginia corporation.
19. Commercial Activity – The exchange, trading, buying, hiring, or selling of goods, services, or property of any kind, or any revenue producing activity on the Airport.
20. Commercial Operating Permit – A written license issued by the Airport Director granting the right to perform aviation related business functions on the Airport.
21. Commercial Operator – An Entity engaged in Commercial Activity.
22. Commercial Vehicle – A loaded or empty Motor Vehicle, trailer, or semitrailer, designed or regularly used for the carrying freight, merchandise, or more than ten passengers. Commercial Vehicles shall include buses, but shall not include vehicles used for vanpools.
23. Director – The Manassas Regional Airport Director employed by the City of Manassas.
24. Entity – A Person, firm, corporation, or partnership formed for the purpose of conducting the proposed aeronautical activity.
25. EPA – The United States Environmental Protection Agency.
26. Exclusive Right – A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred

either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more persons, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

27. Federal Aviation Administration (FAA) – The federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation
28. FAR – Federal Aviation Regulations
29. Flying Club – A nonprofit or not for profit Entity organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
30. Franchise Agreement – An agreement between an Entity and the City Council, which allows that Entity to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period in excess of five (5) years, wherein said agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.
31. Franchisee – An Entity that has been granted a Franchise Agreement at the Airport
32. Fuel – Any petroleum product used for the purpose of providing propulsion to an Aircraft.
33. Fueling Operation – Dispensing of Fuel into aircraft.
34. Full-Service Fixed Base Operator (FBO) – An Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling, to Aircraft owners, Airport users, and Airport tenants. A Full-Service FBO shall provide Aircraft Fuel and Oil Sales and Services, Airframe and Power plant Repair Services, as well as two (2) or more of the following Aeronautical Activities:
 - A. Aircraft Charter
 - B. Aircraft Hangar Storage
 - C. Aircraft Refurbishing and or Painting
 - D. Avionics Repairs and Sales
 - E. Flight Training and Aircraft Rental
 - F. Sale of New Aircraft Parts and Components
 - G. Sale of New and Used Aircraft
35. General Aviation – All phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.
36. Instructor – Any Entity giving or offering to give instruction in the operations, construction, repair, or maintenance of Aircraft, or Aircraft power plants, and Aircraft accessories.
37. Large Aircraft – Aircraft that weigh 12,500 pounds or more maximum certified take-off weight.

38. Lease Agreement – An agreement between an Entity and the City Council, which allows that Entity to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period of not more than five (5) years.
39. Lessee – An Entity that has been granted a Lease Agreement at the Airport.
40. Master Plan – The current Airport Master Plan report including the Airport Layout Plan, indicating current and proposed usage for each identifiable segment as approved by the City, State, and FAA.
41. Minimum Standards – The qualifications or criteria, which may be established by the Airport as the minimum requirements that must be met by businesses, engaged in On-Airport aeronautical activities or services in exchange for the right to conduct those activities.
42. NFPA – National Fire Prevention Association.
43. Non-Commercial Operator – Any Entity or government agency which maintains a facility or provides an Aeronautical Service solely for its own benefit, and not for the benefit of the public. Such Non-Commercial Operators are specifically prohibited from conducting Aeronautical Activities or offering Aeronautical Services for sale to others.
44. Non-Commercial Self-Fueling – The dispensing of fuel into an Aircraft by an owner of the aircraft from facilities and equipment that are provided by that owner.
45. Non-Franchise Tenant – This term relates to the Commercial Operating Permit issued by the Airport. An Entity not having a Franchise Agreement with the City of Manassas governing its operations, but who:
- A. Has a Lease agreement, sublease, or other agreement with the City, a sublease with a City Lessee or a Franchise holder and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - B. Uses the Airport in furtherance of its business interest and has office, hangar, and/or storage space on the Airport.
46. Non-Tenant Operator – This term as defined relates to the Commercial Operating Permit issued by the Airport. An Entity with no established office, station, or location on Airport property and not having a Franchise or Lease agreement with the City of Manassas or an existing Franchise holder governing its operations, but who:
- A. Does supply or directly provide goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - B. Uses or enters upon the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.

- C. Non-Tenant Operator shall include, but is not limited to, limousines for hire, taxicabs, transportation network company (TNC), rental car concessionaires, mobile certified mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities on the Airport. A Non-Tenant Operator shall not include any commercial transport engaged in providing goods, commodities, or services to the Airport, any Federal, State, or local agency operating at the Airport, or any Full-Service FBO, Franchise holder or Lessee of the Airport.
47. Operator – An Entity engaging in one or more Aeronautical Activities.
48. Permit – A non-negotiated agreement to provide an Aeronautical Activity or Aeronautical Service.
49. Ramp – See Apron.
50. Re-Fueling Vehicle – Any Vehicle used for transporting, handling, or dispensing of Fuel, oils and lubricants for Aircraft.
51. Repair Station – An FAA approved facility utilized for the repair of Aircraft that may include airframes, power plants, propellers, radios, instruments, and accessories.
52. Rules and Regulations – The specifications, conditions, and standards applicable to all users of the Manassas Regional Airport and Airport facilities. The Rules and Regulations and Minimum Standards are published under separate covers and are available from Airport Administration upon request.
53. Self-Service Fueling (Commercial) – Fueling an aircraft by the pilot using pumps installed for that purpose. The Fueling facility may or may not be attended by the Full-Service FBO owning such facility. The use of this type of facility is not Non-Commercial Self-Fueling.
54. Scheduled Operations – All regularly scheduled operations of Aircraft by a duly certificated air carrier (FAR 121, 125, or 135) holding an agreement with the City of Manassas for the purpose of transporting passengers, mail, and/or freight whose operation is either intrastate or interstate.
55. Shall – The words “shall”, “must”, or “will” always mean mandatory.
56. Small Aircraft – An Aircraft of 12,500 pounds or less maximum certified take-off weight.
57. Specialized Aviation Service Operations (SASO) - Entity providing a single commercial activity or limited aeronautical commercial services.
58. Sublease – A lease granted by a Franchisee or Lessee to another Entity of all or part of the franchised or leased property.
59. Tenant – Any Entity authorized to exclusively occupy specific premises on the Airport by virtue of an Agreement with the Manassas Regional Airport.

Manassas Regional Airport Minimum Standards

Article 1 Introduction

Section 1.1 Purpose

The purpose of these Minimum Standards is to provide all entities who desire to conduct, carry on, or engage in aeronautical, vehicular, or pedestrian activities at the Airport, the basic requirements to conduct such activities without exclusive right or infringement on the abilities of others to provide similar activities.

The City of Manassas being the Sponsor of, and being responsible for the administration of, the Manassas Regional Airport does hereby establish the following Minimum Standards:

1. The City of Manassas owns and operates the Manassas Regional Airport as a public-use, FAA designated reliever Airport. The Airport is operated as a City Department with the Airport Director reporting to the Deputy City Manager. The City Council has charged the Manassas Regional Airport Commission with oversight of the Airport to ensure its safe and efficient operation. The daily management of the Airport is under the direction of the Airport Director. The City Council has approved these Minimum Standards recommended by the Airport Commission.
2. The City has assumed certain responsibilities and grant obligations to operate the Airport for the use and benefit of the public, and make it available for all types, kinds, and classes of aeronautical activity. It wishes to make the Airport available for public use by applying reasonable terms, without unjust discrimination, for those desiring to offer services or commodities at the Airport. The City Council is authorized to assess fees and charges for conducting, carrying on, or engaging in activities or services as described in these Minimum Standards. The Manassas Regional Airport fees and charges shall be established to make the Airport as financially self-sustaining as possible and sufficient to cover Airport costs. A current Rates, Fees, and Charges schedule is found in Appendix B of these Minimum Standards.
3. These Minimum Standards establish the threshold entry requirements for those wishing to provide Aeronautical Services to the public and to ensure that those who have undertaken to provide commodities and services are treated fairly. These Minimum Standards were developed taking into consideration the aviation role of the Manassas Regional Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote competition at the Manassas Regional Airport.

Section 1.2 Applicability

1. In the event of conflict between these Minimum Standards and the Rules and Regulations, the most stringent applicable requirements shall apply.
2. Except when the context in these Minimum Standards requires otherwise, the singular includes the plural, plural includes the singular, and masculine gender includes the feminine.
3. All units of measurement are provided in Standard English Units. Gross square feet (SF) are the total footprint of the building and include mechanical rooms, toilets, stairs, and halls. Square feet ramp or parking space is measured from edge to edge of the prepared surface.
4. Any activities for which there are no specific Minimum Standards established will be addressed by the Director or the Director's designee on a case-by-case basis and set forth in such commercial operators' written Franchise, Lease, license, Permit or agreement with the City.

Section 1.3 Amendments

Amendments to these Rules and Regulations may be proposed by the Director or Commission members. A recommended change will be forwarded, in writing to the Director. The Director will have the proposed amendment reviewed by the Airport staff and the Commission's Executive Committee, and then will forward the proposal to the full Commission with a recommendation.

The Commission will review the proposed amendment (s) and direct the Airport staff to post a copy of the proposed amendment(s) on the Airport's website, terminal building bulletin board, the pilot's planning rooms located in the Full Service Fixed Base Operators (FBOs), and the office of the City Clerk. Copies of the proposed amendment (s) shall be available for review in the Airport Administration Office during regular business hours. A comment period of no less than thirty (30) days from the posting of the notice shall be provided for public comments. All public comments must be in writing to the Director and must be received within the comment period either by letter or e-mail. All comments will be considered by the Director and Commission that are received within the 30 day comment period.

After considering all the comments, the Commission will either vote to take no further actions on the recommendation(s), or forward its recommendations to the FAA for review and comments.

After receiving comments from the FAA, the Commission may incorporate the FAA's comments into the amendment(s) prior to providing a formal recommendation to the City Council for their approval, disapproval or modification. If the amendment (s) is adopted by the City Council, the Director will either have the amendment incorporated in the next update to the Minimum Standards, or he will issue an Operations Directive. Approved amendments will become effective immediately following approval by the City Council, unless otherwise specified.

Section 1.4 Existing Operators

Existing Franchise or Lease holders that do not meet these Minimum Standards shall be considered non-conforming. All such non-conforming conditions shall be brought into conformance upon the happening of any of the following: changes to an existing Franchise, Lease, agreement, or Permit, including assignment, renewal, expiration, or majority ownership change (fifty-one percent or greater).

Section 1.5 Waivers or Modifications

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response operations. The City may waive or modify any portions of these Minimum Standards for any Entity when it is determined that such waiver or modification is in the best interest of the public and will not result in discrimination against other commercial operators at the Airport.

Section 1.6 Violations

Any Entity found in violation of the Minimum Standards shall be notified in writing of the violation by the Director. The Director will give the Entity thirty (30) days to correct the violation and conform to the Minimum Standards. Should the Entity fail to complete corrective action, the Operator shall cease all commercial activities until the Entity conforms to the Minimum Standards.

Article 2 Minimum Standards for all Full-Service FBO/SASO Activities

All Full-Service FBOs and SASOs shall meet the following requirements:

1. No Entity may operate at the Manassas Regional Airport without an Agreement. This Agreement may be in the form of a Franchise, Permit, or a Lease.
2. Franchises shall be for a term to be mutually agreed upon between the entities, however, in no case shall the term of a Franchise exceed forty (40) years.
3. Any prospective Full-Service FBO/SASO seeking to conduct an Aeronautical Activity or Aeronautical Services at the Airport shall demonstrate to the Commission that they have adequate financial resources to realize the business objectives agreed to by the Director and the applicant. If the Entity seeking to conduct business on the Airport cannot demonstrate that they have adequate resources, the Airport Commission may require a line of credit be established for the first twelve (12) months of the Entity's business.
4. The City requires Full-Service FBOs, and SASOs doing business on the Airport to maintain insurance covering themselves against claims arising from their products or activities and provide the Director a certificate of insurance, naming the City, its employees and agents as additional insured. The insurance shall be extended to protect the City, its employees and agents. The City also requires the responsible Entity to defend, indemnify,

and hold harmless the City, its employees and agents for losses arising out of the activities, services, or products of its suppliers, contractors, lessees, and consultants. This indemnification agreement is a second source of protection for the City, its employees and agents.

5. Insurance amounts stipulated in these Minimum Standards are stated to provide a minimum guideline and may not meet the requirements of the Operator. Each Full-Service FBO/SASO should also make its own evaluation to ensure adequate coverage; however, such policies of insurance shall be maintained in full force and effect during all terms of existing Agreements, or renewals and extensions thereof. The Full-Service FBO/SASO shall require its insurance carrier to notify the Director Thirty (30) calendar days prior to cancellation of any policy. Such policies shall be for no less than the amounts specified in the Insurance Matrix found in Appendix A; however, in all cases, amounts of policies must meet the statutory requirements of law.
6. All Full-Service FBOs/SASOs shall have permanent facilities of the type and size specified for the Aeronautical Activity or Aeronautical Service. If a Full-Service FBO/SASO is performing more than one activity, the requirement is for the greater space for each type of facility per activity (e.g., the first activity requires 10,000 SF of hangar space and 5,000 SF of office space and the second activity requires 5,000 SF of hangar space and 10,000 SF of office space, the total requirement shall be 10,000 SF of hangar space and 10,000 SF of office space).
7. Any Entity desiring to construct, install, erect, or modify any building, sign, structure, facility, or equipment on the Airport shall be required, as appropriate, to submit a copy of the plans and specifications for the same containing, at a minimum, a general layout, drawn to scale, showing the parcel of land actually required for the construction of such building or facility in addition to the portion of the property to be occupied by the building or facility proper; detailed drawings of the modification to any existing structure or equipment; specifications as to the construction desired; a site plan as required by the City and in accordance with the City's Design and Construction Standard Manual; and a plan for the security of the construction area and adjoining Airport Operations Area (AOA) or other Airport security areas. This construction also has to be shown on the FAA currently approved Airport Layout Plan. The applicant is responsible for preparing the FAA Form 7460, which the City will submit to the FAA for the proposed construction or modification. The preceding shall be submitted to the Director for review and approval. Approval must be received by the Airport Commission before submitting the plans to the City of Manassas for any required permits.
8. All buildings constructed, installed, erected, or modified on the Airport shall conform to the requirements of the Airport as stated within this document and all applicable City building codes, and be approved by the Airport Commission, whether or not building permits are required. In the event building permits are not required, approval must be obtained from the Director prior to scheduling any work to commence.

9. All Full-Service FBOs/SASOs who have a Franchise Agreement or Lease Agreement, or other agreement with the Airport and whose leasehold forms a part of the Airport's perimeter fence, or whose leased, franchised, or otherwise assigned area is in the main terminal, shall make every reasonable effort to prevent, restrict and deter unauthorized access to the AOA through their leasehold.

Article 3 Application and Qualifications for Full-Service FBO/SASO

1. Any Entity conducting commercial business at the Airport and who desires to lease land or facilities from the City requires a Franchise or Lease Agreement between the prospective business and the City. Demonstration of intent to conduct a business operation at the Airport shall be by application to the Director. The application shall consist of at the minimum:
 - A. The proposed nature of the Business with the names of all persons including partners, directors, or corporate officers and those who will be managing the Business.
 - B. Any financial statements (may include assets, lines of credit, etc.) that are certified by a CPA in accordance with Generally Accepted Accounting Principles (GAAP) that demonstrates the financial ability to perform the terms of the proposed agreement.
 - C. A listing of assets owned, being purchased, or leased, which will be used in the Business at the Airport.
 - D. Written authorization for the Director to obtain a credit report if necessary.
 - E. Preliminary plans and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate FAA, City of Manassas, and Airport requirements.
 - F. Proof of ability to obtain liability insurance, or a certificate of insurance coverage appropriate to the proposed aeronautical activity.
2. Requests for Permits, as needed, shall be presented to the Director. The information required differs depending on the Permit.
3. Requests for Proposal (RFP) issued by the City for specialized services may be offered at various times. These RFPs will have their own information requirements that may supplement or replace those found in this section.

Article 4 Action on Application

1. All completed applications for a Franchise or Lease will be reviewed and acted upon by the Commission within one hundred twenty (120) calendar days from receipt of a completed application. Permits will be reviewed and acted upon by the Airport within sixty (60) calendar days from receipt of a completed application.
2. Applications may be approved based on the following criteria:
 - A. The application meets qualifications, standards, and requirements established by these Minimum Standards.
 - B. The applicant has proposed operations or construction that will not create a safety hazard on the Airport.
 - C. The granting of the application will not require any expenditure of Airport or City funds, labor, or materials on the facilities described in or related to the application and the operation will not result in a financial loss to the Airport or the City of Manassas.
 - D. There is adequate space available on the Airport to accommodate the activity of the applicant.
 - E. The proposed Airport development or construction complies with the currently approved Airport Layout Plan, Master Plan and other Airport studies that have been approved by the Airport Commission.
 - F. The development or use of the area requested will not result in congestion of ramps, buildings, or will not result in drastically interfere with the operations of any present business on the Airport.
 - G. Any Entity applying, or having an interest in the business, has not supplied false information, or has not misrepresented any material fact in the application or in supporting documents, or has not failed to make full disclosure on the application.
 - H. Entities applying, or having an interest in the business, have not defaulted in the performance of any agreement with the Airport or is currently not in good standing with the City.
 - I. Any Entity applying has demonstrated that they are sufficiently creditworthy and responsible to provide and maintain the Business to which the application relates and to promptly pay amounts due under the agreement.
 - J. The applicant has not been convicted of a felony or crime of moral turpitude or violated any material Airport rule or regulation, Airport minimum standard or Federal Aviation Regulation, which adversely reflects on its ability to conduct the operations that was applied for.

3. Application Appeal Process.

The applicant shall have the ability to appeal the denial of an application by the Director to the Commission, subject to the following provisions:

- A. Providing written notice of appeal to the Director within ten (10) calendar days of said denial.
- B. The notice of appeal will be forwarded to the Commission for review and a hearing de novo.
- C. The Commission shall render its decision in writing within thirty (30) calendar days of receipt of the notice of appeal.
- D. An appeal from final decisions of the Commission may be made to city council if a written notice of appeal is filed with the city clerk within thirty (30) calendar days of the Commission's final decision. Upon receipt of a notice of appeal, the city clerk shall immediately notify the city manager, who shall, after consultation with the city council, schedule a hearing de novo on the matter. On any appeal, the final decision of the Commission shall be stayed, pending the outcome of the appeal before the city council. The city council shall conduct a full and impartial hearing on the matter before rendering any decision. The city council shall affirm, reverse, modify, or remand back to the Commission for reconsideration the decision of the Commission, in whole or in part. The decision of the city council shall be final.

Article 5 Full-Service Fixed Base Operators (FBO)

Section 5.1 Statement of Concept.

1. A Full-Service Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling, to Aircraft owners, Airport users, and Airport tenants. Only a Full-Service FBO can provide Aircraft Fueling to Aircraft owners, Airport users, and Airport tenants. A Full-Service FBO shall provide Aircraft Fuel and Oil Sales and Services, Airframe and Power plant Repair Services, as well two (2) of the following aeronautical activities:
 - A. Sale of New Aircraft Parts and Components
 - B. Flight Training and Aircraft Rental
 - C. Aircraft Charter
 - D. Aircraft Hangar Storage
 - E. Sale of New and Used Aircraft
 - F. Aircraft Refurbishing and or Painting
 - G. Avionics Repairs and Sales
2. A Full-Service FBO shall comply with all of the standards and requirements contained in this article. In addition, a Full-Service Fixed Base Operator (FBO) shall meet the

minimum standards for each aeronautical activity engaged in as described in these Minimum Standards.

3. Each Full-Service FBO shall provide the personnel, equipment, and facilities required to service all types of Aircraft normally frequenting the Airport.
4. Each Full-Service FBO shall conduct its business and activities on and from the leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced Full-Service FBOs providing comparable products, services, and activities from similar airports in like markets.
5. Each Full-Service FBO shall lease from the City a minimum of five (5) acres of contiguous total land area.
6. Each Full-Service FBO shall lease Airport property for its Aircraft operating ramp, independent of any building area, vehicle parking area, and fuel storage area. The Aircraft operating ramp shall provide transient Aircraft parking and tie-downs for a minimum of ten (10) Aircraft.

Section 5.2 Subcontracting Services; Restrictions.

The Full-Service FBO may subcontract or use third party operators to provide any two (2) of the additional activities identified in Section 5.1.1, provided that such subcontractor meets the requirements of these Minimum Standards, approved by the Airport Commission in writing, and operates from the Full-Service Fixed Base Operator's premises.

Article 6 Aircraft Fuels and Oil Sales and Service (SASO)

Section 6.1 Statement of Concept

A Full-Service Fixed Base Operator (FBO) sells aviation Fuels, lubricants, and other services supporting both itinerant Aircraft operations and operations of Aircraft based on the Airport. Aircraft Fuels and Oil Sales and Services shall be only provided by a Full-Service FBO that meets the requirements of these Minimum Standards. Aircraft Fuels and Oil Sales and Services shall not be considered a Specialized Aviation Service Operation (SASO).

Section 6.2 Minimum Standards

Aircraft Fuels and Oil Sales and Services shall be provided by a Full-Service FBO as stated in Section 5.1. Except as otherwise provided in any Agreement between the Full-Service FBO and the Airport, a Full-Service FBO conducting Aircraft Fuels and Oil Sales and Services to the public shall be required to provide the following services and equipment:

1. A Full-Service FBO may, at its option, provide Fueling and/or ground services to certificated Air Carriers.

2. Minimum types of aviation Fuel offered shall be Jet-A turbine fuel and 100LL, or such other aviation gasoline fuel that may be developed for the operation of piston engine aircraft.
3. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
4. Fuel dispensing equipment, meeting all applicable Federal, Commonwealth of Virginia, and City of Manassas requirements for each type of Fuel dispensed. At least two mobile dispensing trucks, one (1) truck with a minimum of seven hundred fifty (750) gallons of aviation gasoline (100LL) and one (1) truck with a minimum of fifteen hundred (1,500) gallons of Jet A Fuel, are required for the minimum grades specified. If additional grades are offered, at least one additional truck per grade will be required. All dispensing equipment shall be equipped with certified metering equipment, filters, and bonding equipment and shall meet all applicable Federal, State, and Local requirements.
5. The storage, transportation, and dispensing of Fuel shall be done in strictest accordance with Federal, Commonwealth of Virginia, and City of Manassas codes, Airport Rules and Regulations, and applicable NFPA Codes.
6. All Fuel dispensing equipment and Fueling Operations will comply with NFPA requirements for Aircraft Fueling Operations and the appropriate FAA Advisory Circulars.
7. A Full-Service FBO shall have a minimum of one (1) fifteen thousand (15,000) gallon 100LL Fuel storage tank and one (1) twenty thousand (20,000) gallon Jet A Fuel storage tank for its own use.
8. All bulk Fuel storage tanks shall be above-ground units, located in the containment area in the central Airport Fuel Farm and shall meet all applicable Federal, Commonwealth of Virginia, and City of Manassas regulations for the storage of Fuel and petroleum products. Fuel storage tanks must include adequate Fuel spill prevention features together with an approved Fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable. Storage of other materials deemed hazardous shall be in containers or lockers meeting all applicable Federal, Commonwealth of Virginia, and City of Manassas regulations for the storage of Hazardous materials.
9. The City of Manassas has the option to grant authorization for Self-Service Fueling operations to a Full-Service FBO if Airport activity, market demand, and safety criteria justify such an operation. A Full-Service FBO may not install Self-Service Fueling equipment without providing full service Fueling service to the public. Self-Service Fueling is the dispensing of Fuel by a pilot into an Aircraft from a pump installed for that purpose. A Self-Service Fueling facility is for public use. The Fueling facility may or may not be attended by the Full-Service FBO that owns and operates the equipment.
10. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to used oil, solvents, and other regulated waste. The stacking and storage of crates, boxes, barrels, 55 gallon drums and other containers will not be allowed within the Fuel Farm.

11. A sufficient number of properly trained personnel of a quantity to meet all operational requirements normally expected. The Fuel Service FBO supervisor in charge of Fueling and quality control shall attend an FAA approved Fueling school, which meets the requirements of FAR Part 139.321(b)(6). The Full-Service FBO shall establish and carry out all operations in accordance with procedures sufficient to provide the services required and safely store, dispense and handle Fuel, lubricants, and oxygen on the Airport.
12. Provide a minimum of twelve (12) hours of line service per day, seven days per week, excluding Christmas and Thanksgiving. Line service shall consist of, at a minimum, Fueling, providing oil, parking and tie-down of Aircraft, starting, towing, pre-heating, and courtesy shuttle service. The Full-Service FBO Operator shall also be on-call on a twenty-four (24) hour basis.
13. Oxygen dispensing and servicing for low pressure and high-pressure gaseous oxygen. Only Aviator's Breathing Oxygen quality oxygen shall be offered.
14. Provide insurance coverage in amounts no less than specified in Appendix A.

Section 6.3 Services

A Full-Service FBO shall provide the following services:

1. Service equipment necessary to properly provide support for Aircraft including, but not limited to: Fire extinguishers, Aircraft tugs, ground power starter, auxiliary power units, lavatory service, and oxygen servicing equipment.
2. Emergency service to disabled Aircraft on the Airport including towing or transporting disabled Aircraft to the Full-Service FBO's premises at the request of the owner or pilot of the disabled Aircraft or the Airport Director. Movement of any disabled Aircraft shall be at the expense of the Aircraft owner. The Airport bears no liability in the movement of an Aircraft.

Section 6.4 Facilities

A Full-Service FBO shall provide the following minimum facilities:

1. A building which will provide a minimum of six thousand (6,000) SF of properly lighted, cooled and heated space for the following purposes: to provide office space, a public waiting area, pilot's lounge separate from public waiting areas, including a flight planning area that has all items necessary for complete flight planning (weather communication links), sanitary restroom facilities, snack food and beverage machines and public use telephone.
2. A separate hangar facility of a minimum of ten thousand (10,000) SF of properly lighted space to perform work, Aircraft storage, parts storage, office space, and sanitary restrooms.
3. A paved Apron of not less than fifty thousand (50,000) SF. A minimum of ten (10) tie-down spaces must be provided for transient Aircraft.

4. A paved area that complies with the City of Manassas parking requirements for employee, handicap, and patron parking.

Article 7 Specialized Aviation Service Operations (SASO)

Section 7.1 Statement of Concept.

1. The City has developed reasonable, relevant, and applicable Minimum Standards for SASOs. SASOs providing the same or similar services shall equally comply with all applicable Minimum Standards; however, the City will not require, without adequate justification, that a SASO meet all criteria for a Full-Service FBO. SASOs shall not be permitted to provide Fueling services to the public.
2. Each SASO shall lease the required amount of space from the City or an existing Airport tenant as specified in these Minimum Standards.
3. Each SASO shall provide the City, and keep current, a written statement of names, addresses, Aircraft, and contacts of all personnel responsible for the operations and management of the SASO. Each SASO will provide the City with a point-of-contact and phone numbers for emergency purposes.

Article 8 Airframe and Power plant Repair (SASO)

Section 8.1 Statement of Concept

An Aircraft Airframe and Power plant Repair business provides one or a combination of airframe, engine, and accessory repairs on Aircraft. This category shall also include the sale of Aircraft parts and accessories. Usually, this type of repair is performed on the Aircraft, although it may also include the bench repair of items removed from an Aircraft that are intended to be replaced on that Aircraft.

Section 8.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, an Operator conducting Airframe and Power plant Repair services to the public shall be required to provide the following services and equipment:

1. The Operator under this section may provide services to a scheduled Air Carrier.
2. Maintain hours of operation sufficient to meet public demand, have on duty at least one person who holds an FAA Airframe, Power plant, or Aircraft Inspector Rating. A SASO may, at its discretion, provide on-call (twenty-four (24) hours, seven (7) days a week) for emergency purposes only.
3. Provide insurance coverage in amounts not less than specified in Appendix A.

4. Provide equipment, supplies, and parts required for Aircraft airframe, power plant, inspections, and other routine Aircraft maintenance functions.

Section 8.3 Facilities

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

1. A ventilated hangar which will provide a minimum of three thousand (3,000) SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting room area which includes sanitary restroom facilities.
2. A paved Apron area or hangar sufficient to tie-down and maneuver three (3) Small Aircraft, not less than forty eight hundred (4,800) SF.
3. A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.
4. These requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 9 Aircraft Component Repair (SASO)

Section 9.1 Statement of Concept

An Aircraft Component Repair business provides avionics, instrument, propeller, or other Aircraft component repair services. Removal and replacement of components is covered under Article 8: Airframe and Power plant Repair.

Section 9.2 Minimum Standards

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

1. It is recommended that the Operator shall be certificated as a Repair Station (as defined by FAA) with appropriate ratings by the FAA.
2. Sufficient trained and/or certified personnel to accomplish the work required.
3. Maintain sufficient hours of operation to meet public demand.
4. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 9.3 Facilities

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

1. A building which will provide a minimum of two thousand (2,000) SF of properly lighted and heated shop space to perform work and to provide storage, office space, and a public waiting area which includes a sanitary restroom.
2. A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of two (2) Small Aircraft, a minimum of thirty two hundred (3,200) SF.
3. A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.
4. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 10 Aircraft Rental (SASO)**Section 10.1 Statement of Concept**

An Aircraft Rental Business engages in the rental or lease of Aircraft to the public.

Section 10.2 Minimum Standards

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

1. A minimum of two (2) fixed wing or two (2) rotary wing Aircraft. Aircraft can be either owned or leased to the Operator.
 - a. Non-Tenant Operators are limited to one (1) fixed wing or one (1) rotary wing Aircraft. Non-Tenant Operators who operate more than one (1) Aircraft will be considered a Non-Franchise Tenant and will be required to meet facility requirements as spelt out in Section 10.3.
2. A minimum of one (1) employee for scheduling and dispatching Aircraft.
3. Maintain hours of operation sufficient to meet public demand.
4. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 10.3 Facilities

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

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

Article 11 Flight Training (SASO)**Section 11.1 Statement of Concept**

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

Section 11.2 Minimum Standards

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

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

4. Maintain hours of operation sufficient to meet public demand.
5. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 11.3 Facilities

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

1. A building which will provide a minimum of three hundred (300) SF of properly lighted and heated classroom and office space and have immediate access to customer waiting area/lounge and sanitary restrooms.
2. A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of one (1) Small Aircraft, a minimum sixteen hundred (1,600) SF.
3. Adequate classroom training aids that may include mock-ups, pictures, slides, video and/or digital media to provide proper ground school instructions.
4. A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.
5. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 12 Aircraft Sales (SASO)

Section 12.1 Statement of Concept

An Aircraft Sales business engages in purchasing and selling of new and/or used Aircraft through various methods including matching potential customers with an Aircraft (brokering), assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

Section 12.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator engaged in the sale of new and/or used Aircraft shall provide the following services:

1. Maintain a Commercial Dealers License for the sale of Aircraft in the Commonwealth of Virginia.
2. A minimum of one (1) currently FAA Certificated pilot, with appropriate ratings for the Aircraft to be demonstrated.

3. Maintain hours of operation sufficient to meet public demand.
4. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 12.3 Facilities

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

1. A building which will provide a minimum of one hundred twenty (120) SF of properly lighted and heated office space to perform work and access to sanitary restrooms.
2. A paved Apron or hangar space sufficient to accommodate at least two (2) of the Aircraft authorized for sale. If the Operator leases hangar space for the storage of sale Aircraft this provision is waived.
3. A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.
4. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 13 Air Charter Operations (SASO)

Section 13.1 Statement of Concept

An unscheduled or scheduled Air Charter Operator engages in the business of providing air transportation (Persons or property) to the general public for hire, on an unscheduled or scheduled basis under 14 CFR Part 125 & 135. Air Charter Operations include Air Ambulance Operations. An Aircraft Management Operator is a commercial operator engaged in the business of providing Aircraft flight dispatch, flight crews or Aircraft Maintenance coordination to the public and is included in Air Charter Operations.

An Aircraft Management Operator engages in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the general public or private parties.

Section 13.2 Minimum Standards

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

1. Be certificated under FAR Part 125 or 135.
2. Maintain sufficient hours of operation to meet public demand.

3. Employ and make available at least one (1) person who holds an appropriate FAA license or certificate for the Aircraft operated.
4. The Operator shall have dispatch capability within six (6) hours of a customer request.
5. Employ one (1) person with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
3. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 13.3 Facilities

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

1. A building which will provide a minimum of two hundred (200) SF of properly lighted and heated office space and have immediate access to a customer lounge/waiting area and sanitary bathrooms.
2. The customer lounge/waiting area must be of a size adequate for the number of passengers flown, but at a minimum, it must be two hundred (200) SF.
3. A paved Apron or hangar space sufficient to tie down, park, and maneuver the Aircraft that are being used for Part 135 Charter.
4. A paved parking area that complies with City of Manassas parking requirements.
5. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 14 Aircraft Management Operator (SASO)

Section 14.1 Statement of Concept

An Aircraft Management Operator engages in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the general public or private parties.

Section 14.2 Minimum Standards

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

1. Maintain sufficient hours of operation to meet public demand.

2. Employ and make available at least one (1) person who holds an appropriate FAA license or certificate for the Aircraft operated.
4. The Operator shall have dispatch capability within six (6) hours of a customer request.
5. Employ one (1) person with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
3. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 14.3 Facilities

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

1. A building which will provide a minimum of two hundred (200) SF of properly lighted and heated office space and have immediate access to a customer lounge/waiting area and sanitary bathrooms.
2. The customer lounge/waiting area must be of a size adequate for the number of passengers flown, but at a minimum, it must be two hundred (200) SF.
3. A paved Apron or hangar space sufficient to tie down, park, and maneuver the Aircraft that are being managed.
4. A paved parking area that complies with City of Manassas parking requirements.
5. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 15 Commercial Hangar Rental

Section 15.1 Statement of Concept

A Commercial Hangar Operator engages in the business of building or buying a hangar for the sole purpose of leasing it to the public for aircraft storage.

Section 15.2 Minimum Standards

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

1. Maintain sufficient hours of operation to meet public demand.
2. Employ one (1) person with experience and ability to provide management and maintenance of the hangar facility

3. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 15.3 Facilities

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

1. A building which will provide a minimum of two hundred (200) SF of properly lighted and heated office space and have immediate access to sanitary bathrooms.
2. A paved Apron and hangar space sufficient to tie down, park, and maneuver the Aircraft that is being stored.
4. A paved parking area that complies with City of Manassas parking requirements.
5. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 16 Commercial Operating Permit

Section 16.1 Statement of Concept

1. Any Entity that conducts a commercial business at the Airport shall have a Franchise Agreement with the City of Manassas, approved by the Airport Commission and City Council or a Commercial Operating Permit that has been approved and issued by the Airport Director, prior to conducting any commercial business at the Airport. Permits shall be issued on an annual basis or thirty (30) days increments.
2. A Commercial Operating Permit shall be obtained by the following categories of commercial operators, prior to conducting business on the Airport:
 - A. A Non-Franchise Tenant: Entity not having a Franchise Agreement with the City of Manassas governing its operations, but who:
 - i. Has a Lease agreement, sublease, or other agreement with the City, a sublease with a City Lessee or a Franchise holder and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - ii. Uses the Airport in furtherance of its business interest and has office, hangar and/or storage space on the Airport.
 - B. A Non-Tenant Operator: An Entity with no established office, station or location on Airport property and not having a Franchise or Lease agreement with the City of Manassas or an existing Franchise holder governing its operations, but who:

- i. Does supply or directly provide goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
- ii. Uses or enters upon the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.
- iii. A Non-Tenant Operator shall include, but is not limited to, rental car concessionaires, transportation network companies (TNC), mobile certified mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities on the Airport. A Non-Tenant Operator shall not include any commercial transport engaged in providing goods, commodities, or services to the Airport, any Federal, State, or local agency operating at the Airport, or any Full-Service FBO, Franchise holder or Lessee of the Airport.

Section 16.2 Procedures

1. The Airport may issue a Commercial Operating Permit only upon receipt and approval of a signed application from the Non-Franchise Tenant or Non-Tenant Operator on a form approved by the Director containing the following information:
 - A. Name of Entity, address, phone number, type of business, type and description of vehicles to be operated, if any, on Airport property.
 - B. Name of principal(s) of the applying Entity.
 - C. Name, address, and job title of the local manager, if different from the principal(s).
 - D. Provide adequate insurance and a certificate of insurance, naming the City, its employees and agents as additional insured.
2. The submission of such application by a Non-Franchise Tenant or a Non-Tenant Operator business shall constitute an express understanding and agreement by such applicant that he/she shall:
 - A. Pay all Permit fees specified.
 - B. Covenant to obey and adhere to all security requirements, Rules and Regulations of the Airport now existing or hereafter adopted.
 - C. Indemnify and hold harmless the Airport and the City, its employees and agents from any claim whatsoever arising from the Non-Franchise Tenant's or Non-Tenant Operator's business operations on Airport property.
 - D. In the case of a Non-Franchise Tenant, provide proof of a City of Manassas business license and proof of insurance coverage not less than specified in Appendix A.

- E. In the case of a Non-Tenant Operator, not establish any office, station, or location on Airport property.
- 3. In the event a Commercial Operating Permit is approved and there are subsequent changes in the facts or circumstances reflected on the application, the Non-Franchise Tenant business or Non-Tenant Operator is required to file a written statement notifying the Director of the change within ten (10) calendar days from the date such change occurs.
- 4. Within thirty (30) calendar days after the application for a Commercial Operating Permit has been submitted to the Director, the application will either be approved or denied. In the event the application is denied, the Director shall specify in writing the grounds for denial. The applicant shall have the right to appeal as stated in Article 4, paragraph 3, ad seq.
- 5. A Commercial Operating Permit may be revoked by the Director for cause with five (5) calendar days written notice to the Permittee. Such notice shall be either hand-delivered or mailed by certified mail to the address stated on the application. Such revocations are subject to the appeal process as stated in Article 4, paragraph 3. Causes for revocation include, but are not limited to:
 - A. Breach of any Agreement entered into with the Airport.
 - B. Failure to make timely payment of any fees, fines, or other moneys due to the Airport.
 - C. Violation of any law, regulation, security requirement, the Airport's Rules and Regulations or these Minimum Standards now existing or hereafter adopted.
 - D. Any act or omission of the Permittee adversely affecting the Airport operations or posing a danger to the public health, safety, or welfare.

Article 17 Rental Car Business

Section 17.1 Statement of Concept

Businesses desiring to operate as a Rental Car Business shall comply with the following:

- 1. Provide makes and models of Vehicles that do not exceed two (2) years of age.
- 2. Maintain rental automobiles in good operating order, free from known mechanical defects, and in a clean, neat, and attractive condition, inside and out.
- 3. Maintain such business hours for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
- 4. As used herein, the term "gross receipts" shall mean the total sum of money paid or payable (after any discount specifically shown on the car rental agreement), by the

customer to the concessionaire for or in connection with the use of a vehicle contracted for, delivered or rented by the customer at the Airport, regardless of where payment is made, the vehicle is returned or the rental order was received, plus any sum received from the customer by reason of his acceptance of personal accident insurance.

Section 17.2 Procedures

1. Non-Franchise Tenant businesses desiring to operate as a Rental Car Business shall also comply with the following:
 - A. Pay the Airport three percent (3%) of gross receipts within twenty (20) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Franchise Tenant.
 - C. For the use of ready and return spaces in the Airport's public use parking lot there will be a charge a fee based on the current Rates, Fees, and Charges schedule found in Appendix B of these Minimum Standards.
 - D. To make available to the Airport or the City, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.
 - E. Provide insurance coverage in amounts no less than specified in Appendix A.
2. Non-Tenant Operators desiring to operate as a Rental Car Business shall also comply with the following:
 - A. Pay the Airport six percent (6%) of gross receipts within twenty (20) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Tenant Operator.
 - C. To make available to the Airport or the City, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.
 - D. To operate no vehicle on Airport premises except to pick up or deliver customers holding reservations with the Non-Tenant Operator or who have returned a vehicle to the Non-Tenant Operator.

- E. While operating on Airport property, stop only in areas designated for use by such vehicles and make no attempt to solicit business in any manner while on Airport property.

Article 18 Through-the-Fence Operations

Section 18.1 Statement of Concept

Through-the-Fence Operations is defined as the use of Airport property by operators offering an aeronautical activity on land adjacent to, or by Aircraft based on land adjacent to, but not part of, the Airport property. Through-the-Fence Operations are strictly prohibited at the Manassas Regional Airport.

Article 19 Ultralight Operations

Section 17.1 Statement of Concept

An Ultralight Operator engages in commercial Ultralight operations including rental, training, sales and maintenance activities.

Ultralight Operators must comply with all provisions of the Code of Federal Regulations (CFAR), Part 103 and all operating directives issued by the Airport Director.

Prior to starting Ultralight Operations, the Airport will determine if this activity will present or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations.

Ultralight Commercial Operators must comply with the provisions of these Minimum Standards for Aircraft Rental and Flight Instructions.

Article 20 Skydiving Operations

Section 18.1 Statement of Concept

A Commercial Skydiving Operator engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

Commercial Skydiving is not permitted at the Manassas Regional Airport except by written consent of the Airport Director and the Airport Commission. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations. Prior to starting Skydiving Operations, the Airport and FAA will determine if this activity will present or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport.

Article 21 Flying Clubs

Section 21.1 Statement of Concept

A Flying Club is a nonprofit or not for profit Entity (Non-Commercial Operator) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.

Section 21.2 Minimum Standards

All Flying Clubs desiring to base their Aircraft and operate at the Airport must comply with the following provisions:

1. Flying Clubs shall be a nonprofit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more Aircraft, for their personal use and enjoyment only. The property rights of the members of the Flying Club shall be equal and no part of the net earnings of the Flying Club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The Flying Club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operations, Aircraft Maintenance, and replacement of its Aircraft.
2. All Aircraft ("Club Aircraft") must be owned by the Flying Club or equally by all of its members, or leased exclusively to the Club. Club Aircraft must be vested under the Flying Club's name and not be used for any Entity except its members.
3. Flying Clubs may not offer or conduct charter, air taxi, or rental of Aircraft operations. They may not conduct Aircraft flight instruction except for regular members, and only members of the Flying Club may operate the Aircraft. No Flying Club shall permit its Aircraft to be utilized for provision of flight instruction to any Person, including members of the club owning the Aircraft, when such Person pays or becomes obligated to pay for such instruction, except when instruction is given by a Franchisee or Lessee or Tenant based on the Airport who provides flight training, and who has an approved Commercial Operating Permit. Flying Club flight instructors may be compensated by credit against payment of dues or flight time.
4. Any qualified mechanic who is a registered member and part owner of the Aircraft owned and operated by a Flying Club shall not be restricted from doing Aircraft Maintenance work on Aircraft owned by the Flying Club and the Flying Club shall not become obligated to pay for such Aircraft Maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time.
5. All Flying Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to a Person other than a member of such Flying Club at the Airport, except that said Flying Club may sell or exchange its capital equipment.

6. All Flying Clubs, with required permit request, shall furnish the Director a copy of charters and bylaws, articles of association, partnership agreement and/or other documentation supporting its existence. All Flying Clubs shall also supply a roster, or list of members, including the names of officers and directors, which shall be revised on a semi-annual basis. Other documentation that must be provided shall identify the number of Aircraft owned; proof that Aircraft are properly certificated; demonstrate that ownership is vested in the Flying Club or exclusively leased; and detail the operating rules of the Flying Club. The books and other records of the Flying Club shall be available for review by the Director or his authorized agent at any reasonable time.
7. Provide insurance coverage in amounts no less than specified in Appendix A of the Airport Minimum Standards.
8. Any Flying Club that violates any of these provisions may result in termination of the Club's operations at the Airport.
9. Any Flying Club found conducting commercial Aeronautical Services shall be no longer be considered a Non-Commercial Operator and will be required to meet the Minimum Standards under Article 10: Aircraft Rental and/or Article 11: Flight Instruction and apply for a Commercial Operating Permit. Any Flying Club shall be subject to Rates, Fees, and Charges.

Section 21.3 Facilities

The Flying Club shall lease from the Airport sufficient land for the following facilities:

1. A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of one (1) Small Aircraft, a minimum of one thousand (1,000) SF.
2. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.
3. Flying Clubs are exempt from all other building and classroom requirements as it pertains to Aircraft Rentals and Flight Training.

Article 22 Specialized Commercial Operations

Section 22.1 Statement of Concept

A Specialized Commercial Operation engages in air transportation for hire for the purpose of providing the use of Aircraft including, but not limited to the following:

1. Non-stop sightseeing flights that begin and end at Manassas Regional Airport.
2. Crop dusting, seeding, spraying, and bird chasing.

3. Banner towing or aerial advertising.
4. Aerial photography or survey.
5. Power line or pipe line patrol.
6. Firefighting.
7. Hot air balloon or blimp operations.
8. Cargo flights
9. Carrier Services.

Section 22.2 Minimum Standards

1. A Permit is required for Specialized Commercial Operations. See the Airport Director for application procedures.
2. Maintain sufficient hours of operations to meet public demand.
3. Maintain the proper Federal, Commonwealth of Virginia, and City of Manassas license for the type of operation conducted.
4. Provide insurance coverage in amounts no less than specified in Appendix A of the Airport Minimum Standards.

Minimum Standards Insurance Requirements

Insurance Matrix

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

Annual Review

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

Additional Requirements

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

Insurance Rating - Each policy of insurance required should be issued by an "A" rated-Class VI or better (according to the A.M. Best's Rating Organization) insurance company authorized by the Commonwealth of Virginia to issue such policy in this State

Minimum Requirements

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

**All ancillary coverages must be listed under the policy.

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

**All ancillary coverages must be listed under the policy.

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

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

**All ancillary coverages must be listed under the policy.

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

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

**All ancillary coverages must be listed under the policy.

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

| Section/Activity | Workers' Compensation and Employers Liability | Comprehensive Airport Liability** | Hangar Keepers Liability | Aircraft Liability | Environmental Liability | Commercial Automobile Liability | Flight Instructor Professional Liability |
|--|---|---|---|---|-------------------------|---|--|
| Article 14 Non-Tenant Operator | <p>See Airport Director for insurance requirements to be based on the type of business operation.</p> <p>The most stringent requirements will be applied for applicable Comprehensive Airport Liability, Aircraft Liability, Commercial Automobile, Hangar keepers and Environmental Impairment.</p> | | | | | | |
| Article 15 Rental Car Business (Non-Franchise Tenant) | Statutory Limits | Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence | | | | Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence | |
| Article 19 Specialized Commercial Operations | <p>See Airport Director for insurance requirements to be based on the type of business operation.</p> <p>The most stringent requirements will be applied for applicable Comprehensive Airport Liability, Aircraft Liability, Commercial Automobile, Hangar keepers and Environmental Impairment.</p> <p>Hangar Foam Suppression Operations</p> <p>Any company that is conducting business on the Airport and has an operating Fire Foam Suppression system shall carry a Contractor's Pollution Insurance Policy and or an Environmental Cleanup Policy in the amount of \$1,000,000 per occurrence. The policy must specifically cover the clean-up of AFFF and any other hazardous substance used in the Foam Suppression System, and the policy must be approved by the City's Risk Management Department.</p> <p>This insurance requirement is above and beyond what may be required for businesses conducting fueling operations.</p> | | | | | | |
| Article 21 Flying Clubs | | General Liability \$1,000,000 per occurrence Property Damage \$100,000 | Coverage required if Aircraft are being serviced by an Entity or other than the flying club | Piston/Turbine/Helicopter \$1,000,000 Combined Single Limit | | Proof of coverage | |

**All ancillary coverages must be listed under the policy.

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

| Section/Activity | Workers' Compensation and Employers Liability | Comprehensive Airport Liability** | Hangar Keepers Liability | Aircraft Liability | Environmental Liability | Commercial Automobile Liability | Flight Instructor Professional Liability |
|--|---|--|--------------------------|--------------------|---|---|--|
| Rules & Regulations Non-Commercial Self-Fueling Over 12,000 Gallons Annually | Statutory Limits | Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 / \$3,000,000 per occurrence / aggregate If services provided to Airlines \$5,000,000 per occurrence | Not Applicable | Not Applicable | Contractor's Pollution Insurance Policy \$1,000,000 per occurrence Storage Tank Liability \$1,000,000 per occurrence | Coverage required if licensed vehicles are driven on the ramp, taxiways or runways. \$1,000,000 per occurrence | |

**All ancillary coverages must be listed under the policy.

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

Appendix B – Rates, Fees, and Charges Schedule

ORDINANCE #O-2022-17

First Reading: May 9, 2022
Second Reading: May 23, 2022
Enacted: July 1, 2022
Effective: July 1, 2022

AN UNCODIFIED ORDINANCE ESTABLISHING THE MANASSAS REGIONAL AIRPORT FEE AND RENT SCHEDULE EFFECTIVE JULY 1, 2022

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

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

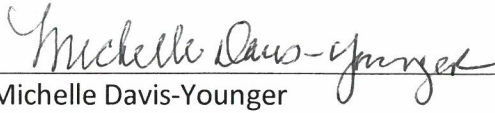
WHEREAS, the Airport Commission has reviewed and approved the following fee and rent structure.


BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this 23rd day of May, 2022, Ordinance #O-2020-22 is repealed effective July 1, 2022, and that the following fee schedule is established effective July 1, 2022.

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

| | |
|--|------------|
| Monthly 40' Unit | \$360.00 |
| Monthly 42' Unit | \$408.00 |
| Monthly 42' End Unit | \$505.00 |
| Monthly 45' Unit | \$435.00 |
| Monthly 48' Unit | \$505.00 |
| Monthly 48' End Unit | \$560.00 |
| Hangar Rent – Box Hangars | |
| Monthly 50' by 60' Unit | \$1,500.00 |
| Monthly 60' by 60' Unit | \$2,000.00 |
| Hangar Rent - West Side | |
| Monthly End Unit | \$385.00 |
| Monthly Regular Unit | \$335.00 |
| Late Fees | |
| East and West T-Hangars (non-commercial) | \$30.00 |
| Tie-Downs (Single and Twin Engine) | \$10.00 |
| Hangar Lockout/Key Replacement Fee | \$50.00 |
| Callout Fee | \$50.00 |
| Nightly Blimp Tie-Down Fee | \$75.00 |
| Special Event Fee (per day) | |
| Full Day | \$800.00 |
| Half Day | \$400.00 |
| Hourly | \$125.00 |
| Special Events – Late Application | |
| Full Day | \$100.00 |
| Half Day | \$50.00 |
| Hourly | \$25.00 |
| Special Media Permit Fee | |
| Photo (per day) | \$250.00 |
| Movie (per day) | \$500.00 |
| Terminal Office Space (per sq. ft.) | \$36.58 |
| Tie-Down Rent | |
| Monthly Single Engine | \$80.00 |
| Monthly Twin Engine | \$90.00 |
| Vehicle/Pedestrian Deviation | |
| Vehicle/Pedestrian Deviation – 1 st Offense | \$125.00 |
| Vehicle/Pedestrian Deviation – 2 nd Offense | \$250.00 |

May 23, 2022
Regular Meeting
Ord. No. O-2022-17
Page Three


Michelle Davis-Younger MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:


Lee Ann Henderson City Clerk

MOTION: SMITH
SECOND: FORKELL GREENE
RE: ORDINANCE #O-2022-17
ACTION: APPROVED

Votes:

Ayes: Ellis, Forkell Greene, Osina, Sebesky, Smith, Wolfe

Nays: None

Absent from Vote: None

Absent from Meeting: None

Appendix C – Commercial Operating Permit



Commercial Operating Permit

Return this completed application to:

Airport Director, Manassas Regional Airport, 10600 Harry J Parrish Blvd, 2nd Floor,
Manassas, Virginia 20110

By this Permit, between the City of Manassas, Virginia, hereinafter referred to as the “City”, and _____ a corporation, having offices at: _____

_____, hereinafter referred to as “Permittee”, Permittee is authorized to perform the services set forth in Article 1 below at the Manassas Regional Airport (“Airport”) in consideration of the payment of fees set forth in Article 3 below and in compliance with the Airport Rules and Regulations, Minimum Standards and the terms and conditions of this Permit. Permittee’s Federal Employer Identification Number is: _____

Phone number () _____ (Home)

Phone number () _____ (Office)

Name of Principal:

Name of Local Manager:

Check one:

☐ Non-Franchise Tenant (business located on the Airport)

☐ Non-Tenant Operator (business located off Airport property)

1. Services Authorized to be Performed

Permittee is authorized to provide at the Airport the following services, hereinafter referred to as

“Services”:

Aircraft to be used by the Permittee for the conduct of its services/are:

In consideration of granting this Permit by the City, the Permittee agrees that it shall conduct its business and render its Services in a professional manner consistent with the Airport’s Minimum Standards, industry standards, and sound business practices.

2. Location for the Performance of Services

The City for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which Permittee will provide its Services.

The location designated and approved for the provision of Services under this Permit is:

_____.

3. Fees

Permittee agrees, in consideration of the rights and privileges granted to it herein to pay to the City the applicable Permit fee as set forth below.

- a. The fixed fees payable pursuant to this Permit are those set forth in the Fee Schedule attached hereto.
- b. Payment of fees shall be by check or money order payable to the City of Manassas at the office of the City Treasurer.
- c. Permittee may pay Permit fees in advance.

4. Term

The term of this Permit shall be for a period of one year commencing on _____ and terminating on _____. The City may terminate this Permit on 24 hours’ notice if the Permittee fails to pay any amounts required to be paid by this Permit. If the Permittee breaches any other provision of this Permit or violates the Airport Minimum Standards and/or the Airport Rules and Regulations, the Airport will give the Permittee notice of such default. If within five (5) days after the Airport gives such notice, Permittee has not cured said default, this Permit, and all rights and privileges granted herein, will be terminated by the Airport with no further notice.

5. Assignment and Sale

Permittee agrees that it will not sell, convey, transfer, or assign this Permit. Any attempt to sell, transfer or assign this permit will result in cancellation of this Permit.

6. Valid Sublease

As a condition to Permittee providing the Services authorized herein, Permittee shall:

- a. If occupying space rented directly from the City, possess a current and valid agreement for the usage of the space, or;
- b. If occupying space, rented directly from a Lessee of the City, obtain from said lessee a current and valid sublease and submit it to the Airport, for its approval;

This section does not apply to non-tenant businesses.

7. Liabilities

The City shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the Permittee, its agents, employees, contractors, guest or invitees.

8. Rules and Regulations and Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Rules and Regulations. 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 Airport Rules and Regulations.
- b. Permittee shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

Upon the expiration or termination of this Permit, Permittee shall immediately cease all its operations at the Airport.

10. Rights Non-exclusive

Permittee hereby acknowledges that all operating rights and privileges granted hereunder are non-exclusive and the City reserves the right to authorize others to perform the same or similar services at its sole discretion.

11. Notice

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or deposited in the U.S. Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To Airport: Manassas Regional Airport
 Attention: Airport Director
 10600 Harry J Parrish Blvd
 2nd Floor
 Manassas, VA 20110

To Permittee: _____

12. Insurance

Permittee shall, at its own cost and expense and if required, take out and maintain such insurance for the term of this Permit as the Permittee is required under the Manassas Regional Airport's Minimum Standards. The Permittee shall provide the Airport Director with a copy of its Certificate of Insurance at the time this Permit is signed and delivered to the Airport Director's office.

13. Certification

By signing this permit, I am certifying that I have read and understand the Airport Rules and Regulations and the Airport Minimum Standards, and that all information provided on this application is true and correct to the best of my knowledge.

PERMITTEE

BY: _____ DATE: _____

AIRPORT ADMINISTRATION USE ONLY

Insurance Certificate Received ☐ Yes ☐ No ☐ N/A

Payment Received ☐ Yes ☐ No ☐ N/A

Permit approved:

BY: _____ DATE: _____
Juan E. Rivera, Airport Director

COMMERCIAL OPERATING PERMIT

FEE SCHEDULE

Commercial Operating Permit

A. Non-Franchise Tenant \$25.00 annually
(must be paid in advance at the time permit is issued)

B. Non-Tenant Operator (Annual) \$680.00 annually
(if paid in-full at the time the permit is issued) or \$65.00 per month (twelve (12) payments)

C. Non-Tenant Operator (30 Days) \$57.00 monthly

Car Rental Companies

A. Non-Franchise Tenant

Each parking space occupied \$10.00 per vehicle/ per month

B. Non-Tenant Operator

Each parking space occupied over a 24-hour period \$ 20.00 per vehicle/ per day

The above fees are subject to change annually as part of the Airport's budget process.



Appendix D – Airport Franchise and Lease Application

Airport Franchise and Lease Application

Return this completed application to:

Airport Director, Manassas Regional Airport, 10600 Harry J Parrish Blvd, 2nd Floor,
Manassas, Virginia 20110

Use this application form to request a Franchise (land lease) or Facility lease at the Manassas Regional Airport. Complete all blocks with the appropriate information; make blocks “N/A” when they do not apply to your request. Continue on separate sheets if additional room is required.

Type or Print Application Clearly

DATE: _____ 20____

1. APPLICANT INFORMATION

NAME: _____
Name of individual completing this application

ADDRESS: _____
Street address or P.O. Box, State, Zip Code

PHONE NUMBER: () _____ () _____
Work Home

FACSIMILE: () _____ E-mail: _____

SOCIAL SECURITY NO: _____ CITIZENSHIP: _____

If applying as a business or other legal entity, complete the following:

NAME OF COMPANY/BUSINESS: _____

WEB SITE: _____

PRESIDENT/PARTNERS: _____
Name(s)

FEDERAL TAX I.D. NUMBER: _____

BUSINESS ADDRESS: _____
Street address or P.O. Box, State, Zip Code

TYPE OF BUSINESS: (check one) ☐ Corporation ☐ Sole Proprietor ☐ LLC ☐ Partnership
☐ Other _____

DESCRIBE NATURE OF PRESENT BUSINESS:

PREVIOUS BUSINESS ADDRESS:

Street address or P.O. Box, State, Zip Code

NAME OF PREVIOUS LANDLORD: _____

PHONE NUMBER OF PREVIOUS LANDLORD: () _____

LENGTH OF OCCUPANCY: _____ (months)

REASON FOR MOVE: _____

Have you or any interested parties in this application ever filed bankruptcy? ☐ Yes ☐ No
(check one)

Have you or any interested parties in this application ever been convicted of a felony?
☐ Yes ☐ No (check one)

2. PURPOSE OF APPLICATION (check one):

☐ **LAND FRANCHISE:** All persons wishing to construct improvements at the Airport must first enter into a Land Lease or Franchise for a suitable parcel. Return this form to the Airport Director, who will initiate the Lease/Franchise approval process, which will include approval or disapproval by the City Council.

☐ **FACILITY LEASE:** All persons wishing to occupy City-owned improvements at the Airport must first enter into a Facility Lease for the desired facility. Return this form to the Airport Director, who will initiate the lease approval process, which will include approval or disapproval by the City Council.

3. NATURE OF PROPOSED BUSINESS: Check all activities proposed to be conducted the first day of operations.

A. Aircraft Support Services:

- ☐ Aircraft maintenance (major and or minor repair)
- ☐ Aircraft Management
- ☐ Aircraft painting
- ☐ Aircraft parts sales
- ☐ Aircraft sales, leasing, and/or brokerage
- ☐ Aircraft storage
- ☐ Avionics repair, installation and/or sales
- ☐ Repair or reconditioning of used aircraft
- ☐ Sale of aeronautical items/supplies (charts, books, etc....)

B. Airline Operations:

- ☐ Air Carrier or Air Taxi Operations
- ☐ Transportation of cargo and/or mail

C. On-Demand Flying Services

- ☐ Aerial photography or survey
- ☐ Agricultural operations (crop-dusting)
- ☐ Aircraft Charter for any purpose
- ☐ Aircraft Rental to the public
- ☐ Corporate Flight Department
- ☐ Flight School
- ☐ Ground School or Flight examiner
- ☐ Sightseeing flights
- ☐ Other (list) _____
- ☐ Other (list) _____

4. BUSINESS REQUIREMENTS:

- A. Building/Facility Requirements: State the type and size of building/facilities/office needed to conduct the business. Indicate any special consideration for equipment, drainage, lighting, etc.

If applicable, attach a site plan and or drawings.

- B. Will any part of the operations of this business require the storage, use of or transport of volatile, hazardous or toxic chemicals or waste on Airport property? ☐ Yes ☐ No
(If yes, explain in detail) (check one)

- C. Ownership: List all persons or companies that will own an interest in the proposed business.

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

- D. Management: List the person who will be managing the operations at the Manassas Regional Airport.

Name: _____ Phone number: _____

Address: _____

- E. Requirement for Expenditure: Will your business require the Manassas Regional Airport to spend funds or supply labor or materials? ☐ Yes ☐ No (check one) (If yes, explain in detail)

- F. Will you be able to provide the Airport Director with a certificate of insurance in the amounts required by the Airport Minimum Standard? ☐ Yes ☐ No (check one)

- G. Have you read and understand the Airport Minimum Standards and Rules and Regulations?
☐ Yes ☐ No (check one)

H. How many full-time employees do you expect to employ?

☐ 1-5 ☐ 5-10 ☐ 10-25 ☐ 25 or more (check one)

I. Do you have a current City of Manassas Business License? ☐ Yes ☐ No (check one)

Please sign and date the attached Certification

CERTIFICATION:

I certify that I am authorized to sign this application on behalf of the individuals or the Company represented on this application. I certify that to the best of my knowledge the information provided on this application is true and factual.

Signature

Title

Date

Printed or Typed Name

Please provide all information requested on the Supporting Document form.

SUPPORTING DOCUMENTS

Please provide a copy of all additional information that is checked below. All information that is requested should be typed or printed legibly.

- ☐ All the information or documents below.
- ☐ Brief description of previous experience you have in the proposed business.
- ☐ Three (3) business references.
- ☐ Three (3) credit references.
- ☐ Provide documents that establish the type of business you have (LLC, Partnership, or Corporation); include a certification of who is authorized to sign for the business.
- ☐ Licenses or permits required to conduct this business (i.e., FAA Part 135 Certificate or Air Agency Certificate).
- ☐ Site Plans or Drawings (if applicable).
- ☐ Business Plan or Pro Forma.
- ☐ Certificate of Insurance.
- ☐ Virginia Aircraft License (if applicable).
- ☐ Last year's financial statements to include balance sheet, income statement or individual tax returns.
- ☐ Other_____

Please mail or deliver this application to:

Airport Director
Manassas Regional Airport
10600 Harry J Parrish Blvd.
2nd Floor
Manassas, Virginia 20110

Appendix E – Non-Commercial Self-Fueling Permit



Non-Commercial Self-Fueling Permit

Return this completed application to:

Airport Director, Manassas Regional Airport, 10600 Harry J Parrish Blvd, 2nd Floor,
Manassas, Virginia 20110

Applicant: _____

Authorized Representative: _____ Title: _____

Aircraft Storage Location/Hangar Address: _____

Aircraft to be Fueled (List Type & N number): _____

Type of Fueling System: ☐ Transportable Tank ☐ Refueler

Type of Fuel to be Dispensed: ☐ Jet A ☐ 100 LL ☐ Other _____

Location of Fueling Station: _____

The Applicant requests approval to conduct Non-Commercial Self-Fueling of based aircraft that are owned by or leased by the Applicant.

FEE PAYMENT: Applicant shall pay the monthly fuel flow fee on time for fuel dispensed into aircraft owned or leased by the applicant, and all required fees including late fees, interest, and penalties.

PERMIT LIMITATIONS:

- A. This Permit may not be assigned or transferred.
- B. A holder of a Self-Fueling Permit shall not dispense or permit the dispensing of aircraft fuels into aircraft that are not owned or leased by the applicant.
- C. This permit shall remain in effect unless otherwise suspended, relinquished, or revoked.

NON-COMMERCIAL SELF-FUELING PERMIT

Page Two

INFORMATION CHANGES: The Applicant must notify the Airport Director in writing within ten (10) days of any changes to the information provided on this form.

COMPETENCY: The Applicant certifies that the personnel engaged in self-fueling are properly trained in aircraft fueling, fuel handling, and associated safety procedures, and will conform to the best practices for such operations.

SELF-FUELING RULES AND REGULATIONS: The Applicant certifies that he or she has read and understands the Airport's Rules and Regulations regarding Non-Commercial Self-Fueling and acknowledges receipt of a copy of these Rules and Regulations.

REPORTING: The Applicant shall provide monthly fuel inventory reconciliation reports listing the type and amount of fuel dispensed to all aircraft, fuel received, spilled, or otherwise accounted for.

The undersigned representative certifies he/she is authorized to sign for this permit and shall comply with all the provisions of the Airport Rules and Regulations and the Minimum Standards.

Signature

Date Signed

Print Name

Airport Administration Only

| | |
|--|--|
| Insurance Certificate | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Spill Prevention Contingency and Control Plan (SPCC) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Standard Operating Procedures/Quality Control Plan | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Fire Marshal Inspection Conducted | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Proof of Aircraft Ownership or copy of Lease | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Copy of: | |
| 1) NFPA 407 Standards for Aircraft fueling | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) FAA AC 150/5230-4 Aircraft Fuel Storage, Handling, and dispensing | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Approved by:

Juan E. Rivera, Airport Director

Date signed

Return Original To: Attention: Airport Director, Manassas Regional Airport, 10600 Harry J Parrish Blvd, 2nd Floor, Manassas, Virginia 20110

Manassas Regional Airport

Non-Commercial Self-Fueling Rules and Regulations

Section 1 Statement of Concept

- 1.1 Self-Fueling is the dispensing of fuel into an aircraft by the owner from facilities and equipment provided by that owner. This section applies exclusively to the dispensing of Fuel by other than an Aircraft Fuels and Oil Sales and Services Full-Service FBO as described in Article 6 of the Airport Minimum Standards.
- 1.2 All entities desirous of Self-Fueling shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit. Those entities that have a Franchise granting them the right to perform commercial Fueling are not required to apply for a Self-Fueling Permit.

Section 2 Agreement/Approval

- 2.1 No person who Self-Fuels his or her aircraft, and dispenses over 1,200 gallons of Fuel annually in their aircraft shall engage in Self-Fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been entered into with the Airport.
- 2.2 The Permit shall not reduce or limit the Permittee's obligations with respect to these Self-Fueling Standards, which shall be included in the Permit by reference.
- 2.3 Prior to issuance and subsequently upon request by the Airport Director, the Permittee shall provide evidence of ownership (and/or lease agreement) of any Aircraft being Fueled by the Permittee or his employee(s). Aircraft that are leased must be under the complete operational control of the Permittee and leased for a minimum of two (2) years. The Permittee may be required to show proof that the person fueling the aircraft is an employee of the Permittee (proof may be a copy of the employee's W-2 Statement).

Section 3 Reporting

- 3.1 Permittee shall report all Fuel dispensed during each calendar month and submit a summary report along with the appropriate Fuel Flowage Fee due to the Airport on or before the 15th of each subsequent month.
- 3.2 Permittee shall during the term of the Permit and two (2) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records shall be made available for audit by the Airport Director or representatives from the City. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional fees and charges due the Airport, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Section 4 Fuel Storage

- 4.1 Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel through either an authorized Full-Service FBO at the Airport or with a reputable off-airport aviation petroleum supplier/distributor.
- 4.2 Operators authorized by the Airport to construct or install a Fuel storage facility at the Airport shall do so at their cost in the centrally located Fuel Farm owned by the Airport. In no event shall the total storage capacity be less than:
 - A. 12,000 gallons for Jet A Fuel
 - B. 10,000 gallons for 100 LL Fuel (AvGas)
- 4.3 The use of a portable or transportable fuel tank is acceptable at the Airport. The storage of a portable or transportable tank on Airport property is prohibited. All transportable tanks or portable fuel tanks must be removed immediately from Airport property once the aircraft is fueled. No more than five (5) gallons of fuel can be stored anywhere on Airport property except in the Airport's consolidated Fuel Farm located on Wakeman Drive.

Section 5 General Standards For Refuelers

- 5.1 Permittee shall utilize a single refueling vehicle for each type of Fuel to be dispensed. AVGAS refuelers shall have a minimum capacity of 750 gallons and Jet refuelers shall have a minimum capacity of 1,200 gallons. All refueling vehicles shall be capable of bottom loading.
- 5.2 Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements set forth in the Airport Rules and Regulations, City of Manassas Fire Code and the National Fire Protection Association (NFPA) Codes.
- 5.3 Prior to transporting Fuel onto the Airport, the Permittee shall provide the Airport with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground Fuel storage facilities. A copy of such SPCC Plan shall be filed with the Airport Director at least ten (10) business days prior to such implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous Fuel spills. This plan shall also describe, in detail, which methods the Permittee intends to use to prevent any such spill from ever occurring.
- 5.4 In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing (including updates). The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall be submitted to the Airport

Director no later than ten (10) business days before the Permittee commences Non-Commercial Self-Fueling at the Airport. The Airport shall conduct inspections on a periodic basis to ensure compliance.

- 5.5 The dispensing of Fuel must meet all applicable Airport, Commonwealth of Virginia and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Av-Gas, ASTM D-1655 for Jet Fuel and ASTM D-439-58 for Mogas, which shall be determined at the time of delivery into the Aircraft, and NFPA 407.
- 5.6 Prior to Self-Fueling of any Aircraft, the person shall provide to the Airport Director a copy of the FAA's Aircraft registration certificate for that Aircraft verifying sole ownership by the person, or proof of being the lessee of said Aircraft and that he or she has complete operational control over the aircraft.
- 5.7 Provide insurance coverage in amounts no less than specified in Appendix A of the Airport Minimum Standards.
- 5.8 Provide written proof that the City Fire Marshal has inspected the Fueling facilities and reviewed the Fueling methods for dispensing Fuel into the aircraft.
- 5.9 Persons or designees who do not have written permission from a Full-Service FBO which allows the user to Fuel Leased premises shall coordinate with and receive written permission from the Airport Director for the location of, and access routes to an alternative Fueling location.