



City of Manassas, Virginia  
Manassas Regional Airport Commission Meeting

AGENDA

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Manassas Regional Airport Commission Meeting  
Terminal Building - 1st Floor Conference Room  
10600 Harry Parrish Boulevard  
Manassas, VA 20110  
Thursday, January 15, 2026

Call to Order - 7:00 p.m.

Vote to allow virtual attendance (if necessary)

Roll Call

Pledge of Allegiance (Stand)

Comments from the Public

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

1. Approval of Minutes

1.1 **Approval of Minutes from December 18, 2025**  
[Commission Minutes December 18, 2025.docx](#)

2. Airport Director's Report

- 2.1      **Airport Director's Report**  
[Airport Director's Report January 2026.docx](#)
- 2.2      **Revenue, Expenses, Aging and Bill Sheet**  
[Revenues as of 1-9-26.xlsx](#)  
[Expenses as of 1-9-26.xlsx](#)  
[Aging\\_Report\\_1-12-26.xlsx](#)  
[Bill Sheet as of 1-9-26.xlsx](#)
- 2.3      **Tie-Down, Hangar Occupancy and Noise Report December**  
[December 2025 Tie-Down Occupancy.pdf](#)  
[December 2025 Hangar Occupancy.pdf](#)  
[December 2025 Noise.pdf](#)
- 2.4      **Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director, 5 mins)**  
[Construction Projects 1\\_2026.pptx](#)

3.      **Presentations**

- 3.1      **Quarterly Operations/Fuel Reports (Mr. Alex Del Valle Mari, Airport Operations Office, 5 minutes)**  
[FuelOperations - Fiscal - January 2026 Update.pptx](#)
- 3.2      **Expenditures (Mr. Juan Rivera, Director, 5 minutes)**  
[Munis Expense Report 12-8-25.xlsx](#)

4.      **New Business**

- 4.1      **Hold a discussion on the Renaming Committee Report, and if approved, recommend to the City Council the renaming of the Airport (Mr. Rod Hall, Chairman, 10 minutes)**

5.      **Old Business**

- 5.1      **An update on NW Development Bids (Mr. Juan Rivera, Director, 5 minutes)**

6.      **Consent Agenda**

- 6.1      **Approval of Manassas Aviation Maintenance Hangar Lease for 2026 (Mr. Juan Rivera, Airport Director, 2 minutes)**  
[Unexecuted M A M Lease 2026.docx](#)

7.      **Airport Commission Members Comments**

8.      **City Council Liaison Comments**

9. Review of Expenses
10. Authorization of a Closed Meeting (Reserved)
11. Certification of a Closed Meeting

Adjournment



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 1.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Approval of Minutes from December 18, 2025

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-545

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [Commission Minutes December 18, 2025.docx](#)



City of Manassas, Virginia  
Manassas Regional Airport Commission Meeting

MINUTES

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Manassas Regional Airport Commission Meeting  
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10600 Harry Parrish Boulevard  
Manassas, VA 20110  
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**1. Approval of Minutes**

**1.1 Approval of Minutes from November 20, 2025**

**Member Carla Cox MOVED** to approve the meeting minutes from November 20, 2025,  
**SECONDED BY Member Alison Paylor MOVED** and **CARRIED UNANIMOUSLY**

**2. Airport Director's Report**

**2.1 Airport Director's Report**

The Chairman, Commission Member Nembhard, and the Director met with PWC Board of Supervisor's Vega and Gordy on Monday and gave them a presentation regarding our progress to transition to Commercial Service.

The Airport Director introduced Mr. Aric Rike as the newest Airport Operations Officer. Mr. Rike spoke about his background and experience.

I am happy to announce the Mr. Mario Reyes was promoted to Airfield Grounds Technician.

The Director had his CIP budget meeting with the City Manager last week. The City Manager had very few questions after the Director completed his briefing.

The Director met with both the GM of APP Jet Center this month, as well as the COO for Chantilly Air.

The Director and the Assistant Airport Director made two field trips this past month to look at Snow Removal Equipment (SRE) buildings. We went to Roanoke, VA and Salisbury, MD.

The offices will be closed on December 24th and 25th to observe the Christmas Holiday. I will be out of the office starting Monday, and will return January 5th. I would like to wish everyone a Merry Christmas, Happy Hanukah, and Happy New Year.

**2.2 Revenue, Expenses, Aging and Billing Reports**

**2.3 Tie-Down, Hangar Occupancy and Noise Report November**

**2.4 Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director)**

**3. Presentations**

**3.1 Resolution Presentation to Cheryl Macias's husband (Chairman Rod Hall and Vice Chairman Anthony McGhee)**

**3.2 Airport Website Analytics (Mr. Alex Del Valle Mari, Airport Operations)**

**3.3 Airport Commission Training Video (Mrs. Jolene Berry, Asst. Airport Director)**

**3.4 Table Top Presentation (Mrs. Jolene Berry, Asst. Airport Director)**

**4. New Business**

**4.1 FY 2027 Proposed Revenues (Mr. Juan E. Rivera, Director)**

**4.2 Approval of 2026 Commission Calendar (Mrs. Jolene Berry, Asst. Airport Director)**

**5. Old Business**

**5.1 Airport CIP - Questions regarding projects submitted (Mr. Juan E. Rivera, Director)**

**5.2 Update on NW Development Bids (Mr. Juan E. Rivera, Director, 5 minutes)**

- 6. Consent Agenda**
- 7. Airport Commission Members Comments**
- 8. City Council Liaison Comments**
- 9. Authorization of a Closed Meeting (Reserved)**
- 10. Certification of a Closed Meeting (Reserved)**

**Adjournment**

**Meeting adjourned at 8:52 PM**

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Secretary

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Chairman

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Date



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 2.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Airport Director's Report

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-547

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [Airport Director's Report January 2026.docx](#)



# Airport Director's Office

## Juan E. Rivera

### Memorandum

January 12, 2026

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR JANUARY 2026

#### SUBMITTED GRANT APPLICATION FOR AIRPORT TERMINAL PROGRAM FUNDING (ATP)

An application for ATP funding was submitted on Wednesday, prior to the January 15th deadline. This would be a 95/5 grant. The grant application was for the total estimated cost of the construction of the new ATC Tower and the reimbursement of the cost that we have already incurred. The total amount of the request was \$29,164,000. Our local share would be \$1,535,000 which is 5% of the total amount (\$30,700,000). Will request a letter of support for funding this project from our legislators.

Item	Cost	
Planning Phase Services		
ATCT Siting Study (FAA)	\$ 151,094.17	
Environmental Assessment (RS&H)	\$ 297,253.00	
FAA Reimbursable Agreements		
ATCT Design Support/Review	\$ 1,424,751.42	
ATCT Construction Support/Review	\$ 1,000,000.00	estimate
ATCT Equipment Installation	\$ 1,000,000.00	estimate
RTR Design Support/Review	\$ 25,000.00	estimate
RTR Construction Support/Review	\$ 25,000.00	estimate
RTR Equipment Installation	\$ 25,000.00	estimate
A/E Design Phase Services		
Design - ATCT & RTR (RS&H)	\$ 2,441,370.00	
A/E Construction Phase Services		
Admin/Inspection - ATCT (RS&H)	\$ 2,000,000.00	estimate
Admin/Inspection - RTR (tbd)	\$ 30,000.00	estimate
Admin/Inspection - Existing ATCT Demolition (tbd)	\$ 30,000.00	estimate
Construction		
ATCT	\$ 21,809,246.00	estimate
Demolition of Existing ATCT	\$ 250,000.00	estimate
Relocate Rotating Beacon/Demo Existing Beacon Tower	\$ 50,000.00	estimate
RTR	\$ 100,000.00	estimate
	<b>\$ 30,658,714.59</b>	<b>Total</b>

#### UPDATE OF AIRPORT'S STRATEGIC PLAN

Mrs. Liz Via-Gossman will be assisting the airport staff in the update of the Airports Strategic Plan starting the first of the year. Liz lowered the cost for the plan update to \$3,000. This was

# Airport Director's Office

## Juan E. Rivera

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based on the change in the scope of work and she also does not anticipate as many meetings with the Airport Commission. The original price was \$10,000.

### APPRAISALS FOR TWO FRANCHISE HOLDERS

Two tenants (APP and Aurora Flight Sciences) at the require an appraisal of their facilities in order to determine the fair market value (FMV). Provisions of the Franchise require that each party conduct an appraisal of the building and if they are within 10%, then the average of the two would determine the FMV. If the two appraisals are not within 10%, then a third appraisal would establish the FMV. The cost of the third appraisal is shared.

### HANGARS OCCUPANCY RATE (T-Hangar & Box)

East Hangars: 94 out of 97 Rented

97% Rented – 1 vacancy.

West Hangars: 57 out of 59 Rented

97% Rented – No change.

East and West Hangars – 151 out of 156 – 97% Rented

### Waiting List

East Side 208

West Side 179

Box Hangar 26

**Total on List 245 (Unique Names)**

### TIE-DOWN OCCUPANCY RATE (East & West)

No change.

**154 out of 154 Rented – 98% Rented**

*Status:* Four (4) flight schools were permitted to remain on the east side with the stipulation that they will have to move to the west side given prior notice. 29 of the total tie-downs are unusable due to the Observation Road relocation project.

### Squatters/Issues

There are four (4) aircraft that still haven't been moved from the August auction. Staff has worked with the owner to execute a lease agreement while the party acquires a title to the aircraft.

No additional issues or squatters at this time.

### NOISE COMPLAINTS FOR SEPTEMBER

There were 2 noise complaints recorded in December of 2025.

# Airport Director's Office

## Juan E. Rivera

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### Breakout of Noise Complaints:

- 2 – Aircraft Overflight
- 0 – Jet
- 0 – Helicopter

A noise complaint form is available on the Airport's website for citizens who have noise concerns. The form can be completed and submitted online, or a citizen can call the Noise Hotline 24/7 at (703) 257-2576.

### OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

Now called Aviator Avenue. The new road is open. The project has been declared to be substantially complete and the contractor is working on completion of the stormwater management basin, site stabilization and contractor demobilization. A punch list of items will be created shortly. We are still approximately \$100K under budget at this point, but behind in regards to the scheduled completion date. The contractor estimates that they will have everything completed by the end of next week. Post-construction, RS&H will complete a LOMR for FEMA.

### RUNWAY AND TAXIWAY BRIDGE EVALUATION BY AVPORTS

Dewberry has completed the third-party review of the WPM Runway and Taxiway Bridge analysis. Dewberry's review comments were given to WPM prior to the holiday for review, and to provide clarification. Overall, Dewberry's review comments were minor in nature and it appears that WPM's work used sound engineer principals and standard practices. Our hope is that we can get the \$850K from Congressional earmarks for the design of this project so we can get started this year.

### NEW ATC TOWER (DESIGN) No Change from Last Report

The 70% design development documents have been completed and RS&H. The Airport staff will be meeting with key stakeholders on December 11<sup>th</sup> to go over the 70% design documents. Meetings were held this week with members of the City's Utilities Department. The final design should be completed by March 24<sup>th</sup> of this year. Bid Advertisement is scheduled for May 4<sup>th</sup>.

- 95% Construction Documents – February 26, 2026
- 100% Issue for Bid Documents – March 13, 2026
- Bid Advertisement – May 4, 2026
- Pre-Bid Meeting – May 12, 2026
- Construction Bid Opening – June 4, 2026
- Review Bids – June 5-30, 2026
- FAA BIL Grant Offer, Received and Executed – July 1, 2026

### RUNWAY 16L-34R REHABILITATION (DESIGN)

We had a 30% design meeting with the FAA, State, Airport Staff and RS&H. RS&H are moving forward with the design. The 60% design submission was received on Friday, January 9, 2025. 90% design submittal will be at the end of March.

# Airport Director's Office

## Juan E. Rivera

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### ARFF STATION RENOVATION

The project is ongoing. The installation of the studs for the walls has been completed for both the first and second floors. The rough-in for the electrical and plumbing is nearing completion. The HVAC installation is also taking place. One of the three roll-up door frames has been installed as well. The completion of the renovation is expected to be in mid-February of 2026. We are planning to hold a ribbon cutting ceremony once we get closer to the completion date. City Council, Airport Commission and city staff will be invited.



### EA FOR NEW AIRPORT ATC TOWER

Version 5 of the draft EA was sent to the FAA for review and they approved it for advertising. The FAA indicated that the draft EA needed to include additional information regarding the site that the RTR was to be relocated to and that they needed to submit updated information to the VDHR for their comments. At this point, we are at a standstill with the EA until comments are received by the VDHR. Below is a picture of a typical FAA RTR Tower site. There will be a public comment period of 30 days for the draft EA.



### AIRPORT FINANCIAL CONSULTANTING PROPOSALS

# Airport Director's Office

## Juan E. Rivera

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The Airport Director has a meeting scheduled with Frasca & Associates, LLC, the Airport's new Financial Advisor. The scope of work from the RFP is shown below. The Airport Director plans to start with Landing Fee Calculations, Rates and Charges, and Annual Reports.

### ARFF REPORT

We are awaiting an estimate from Atlantic Emergency Solutions for fixing the extension cylinder on the boom on ARFF I. ARFF 2 is at the shop (Finley) getting its PMs and is expected back today. ARFF 3 is out of service and must be towed to Finley to determine why it will not start. January 13th dispatchers from PWC will be visiting the airport to see airfield layout, and get an overview of the ARFF trucks and access points on the airfield. New dispatch protocols are being developed for Airport responses to helicopter/patient transport. City EMS Chief Fox is working with ARFF personnel to train them on EMS procedures. The end result would be that the city has additional trained EMS personnel and the airport meets FAA requirements. As of November of 2025, ARFF has responded to 17 incidents for accidents.



### AIRPORT PERSONNEL

The airport staff is short one FT Maintenance Worker and one FT Airport Maintenance Supervisors. The Airport is actively working with HR to fill those positions.

The Airport Director has requested an Airfield Electrician position in the FY 2027 Operating Budget, as well as an additional Airport Operations Officer. The Ops position would most likely not be hired until mid-year of FY 2027.

### UPCOMING EVENTS

Possible CAF Tour July 2-6 (B-29, B-25, B-24, & P-51)

*Juan E. Rivera*

Juan E. Rivera, Director  
Manassas Regional Airport

Attachments: Transition to Commercial Service Tasks, Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 2.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Revenue, Expenses, Aging and Bill Sheet

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-548

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [Revenues as of 1-9-26.xlsx](#)
- [Expenses as of 1-9-26.xlsx](#)
- [Aging\\_Report\\_1-12-26.xlsx](#)
- [Bill Sheet as of 1-9-26.xlsx](#)

**Revenues as of 1/9/2026**

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNFR/ADJS	REV BUDGET	YTD EXP	AVAIL BUDGET	% USED
57097400	315001	Interest on Pooled Cash	0	0	0	-108,147.89	108,148	100.00
57097400	315003	Interest on Investment	0	0	0	-584,883.13	584,883	100.00
57097400	315200	Leases and Rents	-3,629,200	0	-3,629,200	-1,812,705.02	-1,816,495	49.90
57097400	315204	Hangar Rentals	-998,800	0	-998,800	-515,721.47	-483,079	51.60
57097400	Total 57097400 Use of Money & Property		-4,628,000	0	-4,628,000	-3,021,457.51	-1,606,542	65.30
57097600	317502	Remain Overnight Fees	-1,000	0	-1,000	0.00	-1,000	0.00
57097600	317510	Airport Tie-Down Fees	-142,000	0	-142,000	-69,206.67	-72,793	48.70
57097600	317520	Airport Fuel Flowage Fees	-255,000	0	-255,000	-166,783.70	-88,216	65.40
57097600	317530	Airport Security Surcharge	-55,000	0	-55,000	-37,234.78	-17,765	67.70
57097600	317531	Fingerprinting/Background Fees	-30,500	0	-30,500	0.00	-30,500	0.00
57097600	317532	Airport Security Fees	-3,500	0	-3,500	0.00	-3,500	0.00
57097600	317533	Airport ID Badge Fees	-19,500	0	-19,500	0.00	-19,500	0.00
57097600	317534	Lost/Stolen Badge Replacement	-500	0	-500	-20.00	-480	4.00
57097600	317535	Airport Car Rental Revenue	-30,000	0	-30,000	-18,962.24	-11,038	63.20
57097600	Total 57097600 Airport Charges		-537,000	0	-537,000	-292,207.39	-244,793	54.40
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-1,792.45	-708	71.70
57097700	318070	Avports Reimb-ARFF Ops	-600,000	0	-600,000	0.00	-600,000	0.00
57097700	318071	Avports Reimb-Security Program	-650,000	0	-650,000	41,919.55	-691,920	-6.40
57097700	318072	Avports Reimb-AOC Part 139Cert	-510,000	0	-510,000	0.00	-510,000	0.00
57097700	318426	Card Replacement Fees	0	0	0	-100.00	100	100.00
57097700	318650	Airport Commercial Op Permit	-5,500	0	-5,500	-4,230.00	-1,270	76.90
57097700	Total 57097700 Other Local Rev-Generated		-1,768,000	0	-1,768,000	35,797.10	-1,803,797	-2.00
57098200	332010	FAA Tower Rent from Fed Govt	-16,000	0	-16,000	-9,086.00	-6,914	56.80
57098200	332011	FAA Tower Reimbursements	-34,000	0	-34,000	-12,999.44	-21,001	38.20
57098200	Total 57098200 Federal Non-Categories		-50,000	0	-50,000	-22,085.44	-27,915	44.20
57099100	346400	Contr Surplus-Net Position	0	-985,456	-985,456	0.00	-985,456	0.00
57099100	346500	Contr Surplus-Encumbrances	0	-158,358	-158,358	0.00	-158,358	0.00
57099100	Total 57099100 OFS-Contribution		0	-1,143,814	-1,143,814	0.00	-1,143,814	0.00
		<b>Revenue Total</b>	<b>-6,983,000</b>	<b>-1,143,814</b>	<b>-8,126,814</b>	<b>-3,299,953.24</b>	<b>-4,826,861</b>	<b>40.60</b>



### Expenses as of 1/9/26

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNFR/ADJ	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003703	411000	Salaries and Wages	890,000	0	890,000	383,753.94	0.00	506,246	43.10
57003703	411075	S&W-Housing Stipend	3,500	0	3,500	0.00	0.00	3,500	0.00
57003703	412000	S&W-On-Call	30,000	0	30,000	13,313.24	0.00	16,687	44.40
57003703	416000	S&W-Overtime	30,000	0	30,000	10,057.51	0.00	19,942	33.50
57003703	416010	Hours Worked on a Holiday	5,000	0	5,000	0.00	0.00	5,000	0.00
57003703	416015	Call-Back Overtime	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	420000	Employee Benefits	355,000	0	355,000	0.00	0.00	355,000	0.00
57003703	420002	Deferred Compensation	0	0	0	3,527.53	0.00	-3,528	100.00
57003703	420004	FICA	0	0	0	28,341.80	0.00	-28,342	100.00
57003703	420006	Virginia Retirement System	0	0	0	60,619.78	0.00	-60,620	100.00
57003703	420008	Group Health	0	0	0	39,086.18	0.00	-39,086	100.00
57003703	420010	Worker's Compensation	0	0	0	2,831.21	0.00	-2,831	100.00
57003703	420012	Group Term Life Insurance	0	0	0	4,778.45	0.00	-4,778	100.00
57003703	420014	Long Term Disability	0	0	0	1,613.61	0.00	-1,614	100.00
57003703	420016	Unemployment	0	0	0	0.19	0.00	0	100.00
57003703	420031	Car Allowance	6,100	0	6,100	2,976.93	0.00	3,123	48.80
57003703	431000	Professional Services	180,000	6,318	186,318	26,318.83	28,644.55	131,354	29.50
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	6,000	0	6,000	1,043.27	0.00	4,957	17.40
57003703	436000	Advertising Services	65,000	0	65,000	3,352.78	0.00	61,647	5.20
57003703	439000	Other Purchased Services	40,000	39,919	79,919	45,115.81	22,026.00	12,777	84.00
57003703	441000	Information Technology Charges	73,510	0	73,510	36,754.00	0.00	36,756	50.00
57003703	441005	Phones and Voicemail Charges	36,140	0	36,140	18,068.00	0.00	18,072	50.00
57003703	441045	GIS/Data Services Charges	17,370	0	17,370	8,682.00	0.00	8,688	50.00
57003703	441050	IT Purchases Mid-Year	8,000	0	8,000	1,055.54	0.00	6,944	13.20
57003703	442000	Motor Vehicle Charges	86,180	0	86,180	43,088.00	0.00	43,092	50.00
57003703	444000	Cost Allocation Charges	220,000	0	220,000	110,002.00	0.00	109,998	50.00
57003703	447000	Radio Charges	1,560	0	1,560	780.00	0.00	780	50.00
57003703	451001	Utilities	30,000	0	30,000	1,503.67	0.00	28,496	5.00
57003703	451002	City Utility Charges	145,000	0	145,000	48,802.59	0.00	96,197	33.70
57003703	452003	Cell Phone Charges	6,000	0	6,000	3,439.94	0.00	2,560	57.30
57003703	452007	Cable/Satellite TV Service	2,000	0	2,000	1,813.15	0.00	187	90.70
57003703	452008	Telephone Service Charges	500	0	500	51.25	0.00	449	10.30
57003703	452009	Long Distance Charges	100	0	100	20.24	0.00	80	20.20



ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNFR/ADJ	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003703	453000	Insurance	100,000	0	100,000	44,111.00	0.00	55,889	44.10
57003703	454001	Operating Leases	3,500	0	3,500	1,098.18	1,098.18	1,304	62.80
57003703	455001	Mileage	1,000	0	1,000	278.88	0.00	721	27.90
57003703	455002	Training and Travel	24,000	0	24,000	6,222.67	0.00	17,777	25.90
57003703	455005	Meeting / Business Expense	7,000	0	7,000	2,062.29	0.00	4,938	29.50
57003703	458000	Dues Memberships & Other Exp	7,000	0	7,000	2,579.00	0.00	4,421	36.80
57003703	458099	Miscellaneous Expense--Airport	50,000	0	50,000	0.00	0.00	50,000	0.00
57003703	461000	Office Supplies	4,000	0	4,000	1,436.19	899.26	1,665	58.40
57003703	462000	Other Supplies	19,000	0	19,000	3,292.79	0.00	15,707	17.30
57003703	463000	Books and Subscriptions	3,000	0	3,000	5,748.00	0.00	-2,748	191.60
57003703	464000	Uniforms and Safety Apparel	8,000	0	8,000	1,600.56	0.00	6,399	20.00
57003703	Total 57003703 Airport Operations		2,491,960	46,237	2,538,197	969,221.00	52,667.99	1,516,308	40.30
57003710	433000	Maintenance Services	65,000	0	65,000	11,843.92	0.00	53,156	18.20
57003710	433001	Refuse Collection Services	6,200	0	6,200	4,990.75	0.00	1,209	80.50
57003710	433003	Janitorial Services	50,000	0	50,000	25,035.80	24,903.72	60	99.90
57003710	433006	Mowing Services	30,000	10,760	40,760	17,310.64	18,378.25	5,071	87.60
57003710	433008	HVAC	20,000	0	20,000	21,073.24	0.00	-1,073	105.40
57003710	433009	Elevator Services	8,000	0	8,000	0.00	0.00	8,000	0.00
57003710	433010	Snow Removal	30,000	0	30,000	4,145.00	0.00	25,855	13.80
57003710	433012	Airfield Lighting Maintenance	45,000	0	45,000	4,212.15	0.00	40,788	9.40
57003710	433014	Elevator Inspections	2,500	0	2,500	1,548.75	0.00	951	62.00
57003710	433015	Vehicle/Apparatus Maintenance	50,000	0	50,000	850.00	15,027.94	34,122	31.80
57003710	439000	Other Purchased Services	45,000	0	45,000	16,818.20	0.00	28,182	37.40
57003710	439004	Paving Services	10,000	0	10,000	0.00	0.00	10,000	0.00
57003710	439008	Hazmat Disposal	18,000	0	18,000	0.00	0.00	18,000	0.00
57003710	439014	Security Services	104,590	0	104,590	47,554.30	37,671.68	19,364	81.50
57003710	454004	Miscellaneous Rentals	10,000	0	10,000	0.00	0.00	10,000	0.00
57003710	462000	Other Supplies	20,000	0	20,000	19,355.08	0.00	645	96.80
57003710	462001	Tools	20,000	0	20,000	7,890.06	0.00	12,110	39.50
57003710	462044	Airfield Lighting Supplies	25,000	0	25,000	6,807.48	0.00	18,193	27.20
57003710	462046	Airport Hanger Supplies	15,000	0	15,000	2,558.28	0.00	12,442	17.10
57003710	462047	Airfield Supplies	50,000	0	50,000	398.74	9,889.00	39,712	20.60
57003710	462048	Security Supplies	35,000	0	35,000	11,686.73	0.00	23,313	33.40
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	0.00	0.00	5,000	0.00
57003710	462067	Maintenance Supplies	3,500	0	3,500	2,893.86	0.00	606	82.70
57003710	466000	Building and Repair Materials	45,000	0	45,000	1.00	0.00	44,999	0.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNFR/ADJ	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003710	467000	Fuels/Oils/Lubricants	13,000	0	13,000	4,101.14	0.00	8,899	31.50
57003710	468000	Vehicle/Equipment Parts/Supp	20,000	11,813	31,813	24,330.96	0.00	7,482	76.50
57003710	471000	Equipment & Machinery Purch	378,000	89,549	467,549	432,445.88	0.00	35,103	92.50
57003710		Total 57003710 Airport Maintenance	1,123,790	112,121	1,235,911	667,851.96	105,870.59	462,189	62.60
57003711	433000	Maintenance Services	10,000	0	10,000	6,668.00	0.00	3,332	66.70
57003711	433008	HVAC	6,000	0	6,000	0.00	0.00	6,000	0.00
57003711	433009	Elevator Services	2,000	0	2,000	0.00	0.00	2,000	0.00
57003711	433014	Elevator Inspections	2,500	0	2,500	470.00	0.00	2,030	18.80
57003711	462000	Other Supplies	25,000	0	25,000	465.71	0.00	24,534	1.90
57003711		Total 57003711 FAA Tower Nonreimburse	45,500	0	45,500	7,603.71	0.00	37,896	16.70
57003712	433000	Maintenance Services	12,000	0	12,000	4,632.43	4,482.00	2,886	76.00
57003712	451002	City Utility Charges	21,000	0	21,000	6,897.04	0.00	14,103	32.80
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	127.17	0.00	873	12.70
57003712		Total 57003712 FAA Tower Reimbursables	34,000	0	34,000	11,656.64	4,482.00	17,861	47.50
57003713	416000	S&W-Overtime	1,000	0	1,000	0.00	0.00	1,000	0.00
57003713	431003	Marketing	600	0	600	0.00	0.00	600	0.00
57003713	433003	Janitorial Services	500	0	500	0.00	0.00	500	0.00
57003713	439000	Other Purchased Services	5,000	0	5,000	704.00	0.00	4,296	14.10
57003713	439014	Security Services	1,000	0	1,000	0.00	0.00	1,000	0.00
57003713	462000	Other Supplies	7,000	0	7,000	0.00	0.00	7,000	0.00
57003713		Total 57003713 Airport-Special Projects	15,100	0	15,100	704.00	0.00	14,396	4.70
57003717	439000	Other Purchased Services	770,000	0	770,000	350,134.06	0.00	419,866	45.50
57003717	462000	Other Supplies	20,000	0	20,000	8,758.41	0.00	11,242	43.80
57003717	467000	Fuels/Oils/Lubricants	5,000	0	5,000	48.12	0.00	4,952	1.00
57003717	473000	Motor Vehicle Purchases	15,000	0	15,000	5,552.07	0.00	9,448	37.00
57003717		Total 57003717 Airport-ARFF Operations	810,000	0	810,000	364,492.66	0.00	445,507	45.00
57003718	411000	Salaries and Wages	95,000	0	95,000	45,793.90	0.00	49,206	48.20
57003718	416000	S&W-Overtime	0	0	0	465.99	0.00	-466	100.00
57003718	420000	Employee Benefits	40,000	0	40,000	0.00	0.00	40,000	0.00
57003718	420002	Deferred Compensation	0	0	0	407.72	0.00	-408	100.00
57003718	420004	FICA	0	0	0	3,395.91	0.00	-3,396	100.00
57003718	420006	Virginia Retirement System	0	0	0	7,927.23	0.00	-7,927	100.00
57003718	420008	Group Health	0	0	0	8,263.12	0.00	-8,263	100.00
57003718	420010	Worker's Compensation	0	0	0	24.23	0.00	-24	100.00
57003718	420012	Group Term Life Insurance	0	0	0	570.38	0.00	-570	100.00
57003718	420014	Long Term Disability	0	0	0	270.41	0.00	-270	100.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNFR/ADJ	REV BUDGET	YTD EXP	ENCUMB	AVAIL BUDGET	% USED
57003718	439014	Security Services	677,450	0	677,450	2,666.24	8,313.76	666,470	1.60
57003718	441050	IT Purchases Mid-Year	2,000	0	2,000	0.00	0.00	2,000	0.00
57003718	462039	Computer Software	17,000	0	17,000	0.00	0.00	17,000	0.00
57003718	462048	Security Supplies	31,000	0	31,000	2,836.00	0.00	28,164	9.10
57003718	Total 57003718 Airport-Security Program		862,450	0	862,450	72,621.13	8,313.76	781,515	9.40
57003719	411000	Salaries and Wages	260,000	0	260,000	47,204.31	0.00	212,796	18.20
57003719	412000	S&W-On-Call	0	0	0	1,447.50	0.00	-1,448	100.00
57003719	416000	S&W-Overtime	0	0	0	2,633.00	0.00	-2,633	100.00
57003719	420000	Employee Benefits	100,000	0	100,000	0.00	0.00	100,000	0.00
57003719	420002	Deferred Compensation	0	0	0	1,020.56	0.00	-1,021	100.00
57003719	420004	FICA	0	0	0	3,890.85	0.00	-3,891	100.00
57003719	420006	Virginia Retirement System	0	0	0	7,748.19	0.00	-7,748	100.00
57003719	420008	Group Health	0	0	0	8,049.07	0.00	-8,049	100.00
57003719	420010	Worker's Compensation	0	0	0	126.09	0.00	-126	100.00
57003719	420012	Group Term Life Insurance	0	0	0	594.19	0.00	-594	100.00
57003719	420014	Long Term Disability	0	0	0	281.43	0.00	-281	100.00
57003719	420016	Unemployment	0	0	0	6.50	0.00	-7	100.00
57003719	441050	IT Purchases Mid-Year	2,000	0	2,000	1,055.54	0.00	944	52.80
57003719	455002	Training and Travel	15,000	0	15,000	0.00	0.00	15,000	0.00
57003719	Total 57003719 Airport-AOC Part 139		377,000	0	377,000	74,057.23	0.00	302,943	19.60
57003793	462000	Other Supplies	250,000	0	250,000	0.00	0.00	250,000	0.00
57003793	481001	Principal - Bonds Payable	205,000	0	205,000	205,000.00	0.00	0	100.00
57003793	481021	Interest - Bonds Payable	3,000	0	3,000	3,075.00	0.00	-75	102.50
57003793	492575	Transfer to Airport Capital	325,000	985,456	1,310,456	1,210,456.00	0.00	100,000	92.40
57003793	496004	Contrib to Net Position	440,200	0	440,200	0.00	0.00	440,200	0.00
57003793	Total 57003793 Airprt Capex-Finance		1,223,200	985,456	2,208,656	1,418,531.00	0.00	790,125	64.20
		<b>Expense Total</b>	<b>6,983,000</b>	<b>1,143,814</b>	<b>8,126,814</b>	<b>3,586,739.33</b>	<b>171,334.34</b>	<b>4,368,740</b>	<b>46.20</b>

### Aging Report as of 1/12/2026

Cust #	Customer Name	Bill #	Bill Due Date	Billed	Adjusted	Paid	30 to 60	61 to 90	91 to 120	Over 120	Int Due	Due
36615	WOOLF, WILLIAM	108205	12/01/2025	\$404.25	\$0.00	\$0.00	\$404.25	\$0.00	\$0.00	\$0.00	\$0.00	\$404.25
79246	ATTWOOD, NICHOLAS	3025605	12/01/2025	\$378.00	\$0.00	\$0.00	\$378.00	\$0.00	\$0.00	\$0.00	\$0.00	\$378.00

\$782.25

36615	WOOLF, WILLIAM	Emailed 12/31; called 1/9/26; emailed 1/12										
79246	ATTWOOD, NICHOLAS	Emailed 12/31; called 1/9/26; emailed 1/12										

### Bankruptcy

Cust #	Customer Name	Bill #	Due Date	Billed	Adjusted	Paid	30 to 60	61 to 90	91 to 120	Over 120	Int Due	Due Now
42215	AMERICAN HELICOPTERS	112912	07/01/2024	\$1,854.45	\$0.00	\$1,005.93	\$0.00	\$0.00	\$0.00	\$848.52	\$0.00	\$848.52
42215	AMERICAN HELICOPTERS	112901	07/31/2024	\$1,854.45	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,884.45	\$0.00	\$1,884.45
42215	AMERICAN HELICOPTERS	112902	08/31/2024	\$1,854.45	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,884.45	\$0.00	\$1,884.45
42215	AMERICAN HELICOPTERS	112903	10/01/2024	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45	\$0.00	\$1,854.45
42215	AMERICAN HELICOPTERS	112904	10/31/2024	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45	\$0.00	\$1,854.45
42215	AMERICAN HELICOPTERS	112905	12/01/2024	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45	\$0.00	\$1,854.45
42744	AMERICAN AVIATION SVCS	96412	07/01/2024	\$6,623.85	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,653.85	\$0.00	\$6,653.85
42744	AMERICAN AVIATION SVCS	113112	07/01/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SVCS	96401	07/31/2024	\$6,623.85	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,653.85	\$0.00	\$6,653.85
42744	AMERICAN AVIATION SVCS	96402	08/31/2024	\$6,623.85	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,653.85	\$0.00	\$6,653.85
42744	AMERICAN AVIATION SVCS	96403	10/01/2024	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SVCS	96404	10/31/2024	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SVCS	96405	12/01/2024	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SVCS	113101	07/31/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SVCS	113102	08/31/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SVCS	113103	10/01/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SVCS	113104	10/31/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
42744	AMERICAN AVIATION SVCS	113105	12/01/2024	\$1,130.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00

\$56,853.87



### Bill Sheet 1-9-26

Vendor	Description	Net Amount
A R C WATER TREATMENT	Water Treatment Services	428.00
A& ASSOCIATES INC	Nov Security Guard	9,324.98
ACME TECHNICAL GROUP	Gate Card Reader Replacements	22,876.80
AMERICAN DISPOSAL SVCS, INC	Disposal Service for the Airport	1,676.00
ASSOCIATED BUILDING MAINTENANCE	Dec Janitorial Services/10507 & 10509 Hangar clean	5,497.62
BOLAND TRANE SERVICES INC.	HVAC Repair	1,073.24
CINTAS CORP. #145	Uniforms/Tower Mats/Misc/Mats	501.65
CINTAS CORP. #145	Tower Mats	701.92
DEWBERRY ENGINEERS INC	11/28/25 Indep Structural Eval of Airport Bridges	17,827.00
DONALD HOOVER	Install 2 hanging heaters in MAM Hangar	20,000.00
EQUIPMENT SPECIALISTS INC	Snow Plow & Labor	9,843.55
FINLAY FIRE APPA & EQUIP REPAIR LLC	Performed the preventative maintenance ARFF 2	3,453.35
HI LITE AIRFIELD SERVICES LLC	Crack Sealing Proposal #25-20547-P	59,896.00
IRIS GROUP HOLDINGS LLC	Panic Monitoring	35.11
JACKSON CHARLES STEVENS	Tower ceiling repairs	2,198.00
JASON ELIAN REYES-REYES	Gate Repair	350.00
JOHN F HELTZEL AIA. A PROFESSIONAL CORP	12/19/25 Amendment #2 on call architectural ser	4,161.80
LANDIVAR & ASSOCIATES LLC	Nov & Dec ARFF Hgr Modification	303,977.62
LONG FENCE COMPANY INC	Fence & Gate Replaement	157,855.50
MONTROSE ENVIRONMENTAL GROUP INC	Sample Disposal - Environmental Management	4,388.00
ORACLE ELEVATOR HOLDCO INC	Monthly Elevator Inspection	500.00
PHILLIPS CONSTRUCTION LLC	Observation Road Relocation Construction	467,188.90
PRO-TEC FIRE SERVICES INC	Nov/Dec Monthly ARFF Services	126,315.92
RENT-A-JOHN OF VIRGINIA LLC	Porta Potties on the West Side	408.00
REYNOLDS SMITH & HILLS INC	Construction Administration for Obser Rd Proj	12,935.10
REYNOLDS SMITH & HILLS INC	12/15/25 Design and Bidding Services Work Order 2	544,032.00
SHEEHY AUTO STORES	2025 Ford Police Interceptor Utility AWD	44,146.20
TYS LAWN SERVICE LLC	Snow Removal Services	4,145.00
U S CUSTOMS & BORDER PROTECTION	8/25 Rent/Communications/Utilities, Mis	440.02
U S PLANTS INC	Montly Plant Maintenance	252.00
VA DEPT OF AVIATION	Reimburse Grant CS0030-50 C3709	208,717.60
VIRTOWER LLC	Virtual Tower Airport Operations Tracking	500.00
WHITLOCK DALRYMPLE POSTON INC	11/30/25 Inspections & Materials Testing Services	745.00
		2,036,391.88



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 2.3

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Tie-Down, Hangar Occupancy and Noise Report December

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-549

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

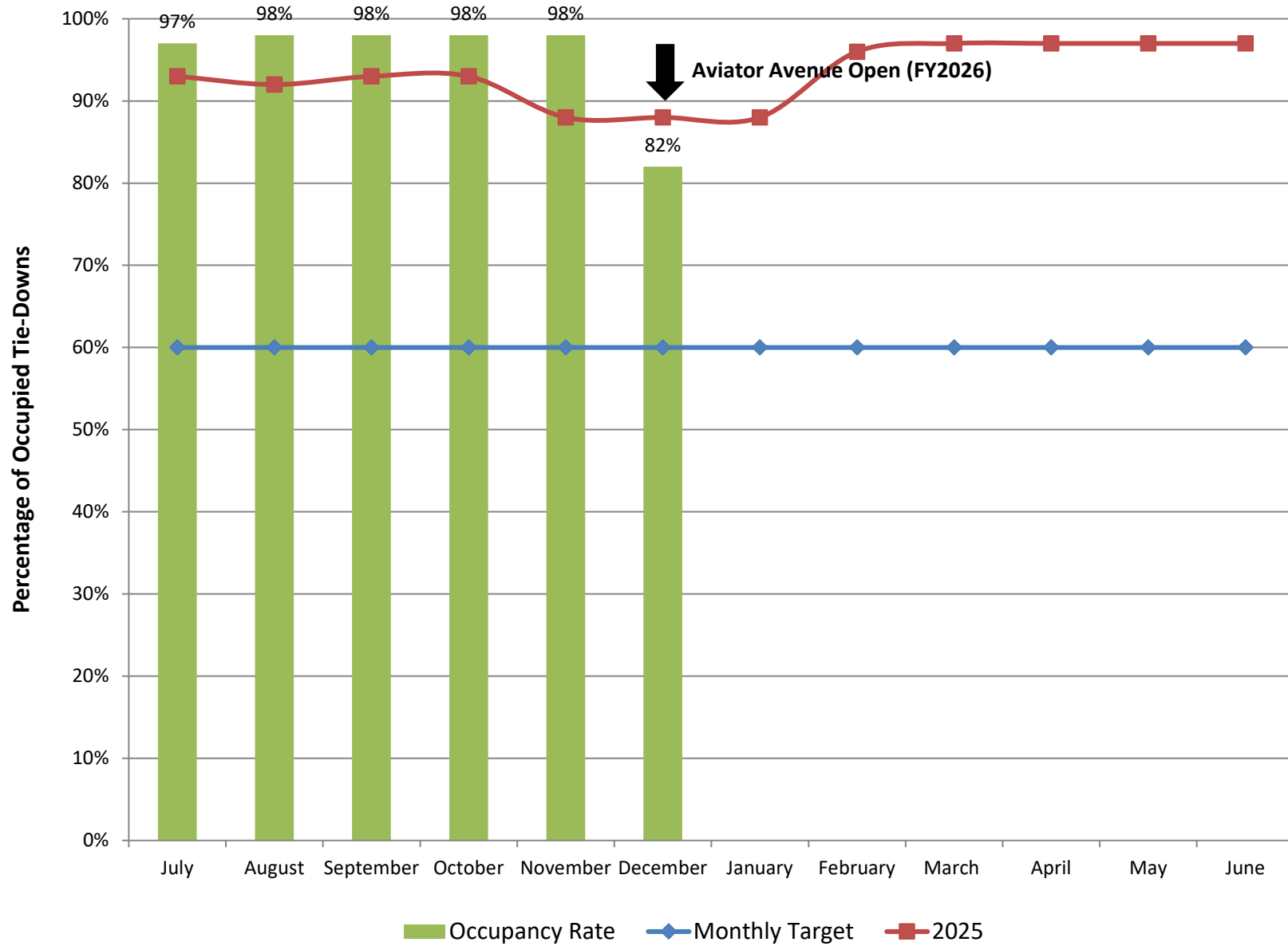
**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

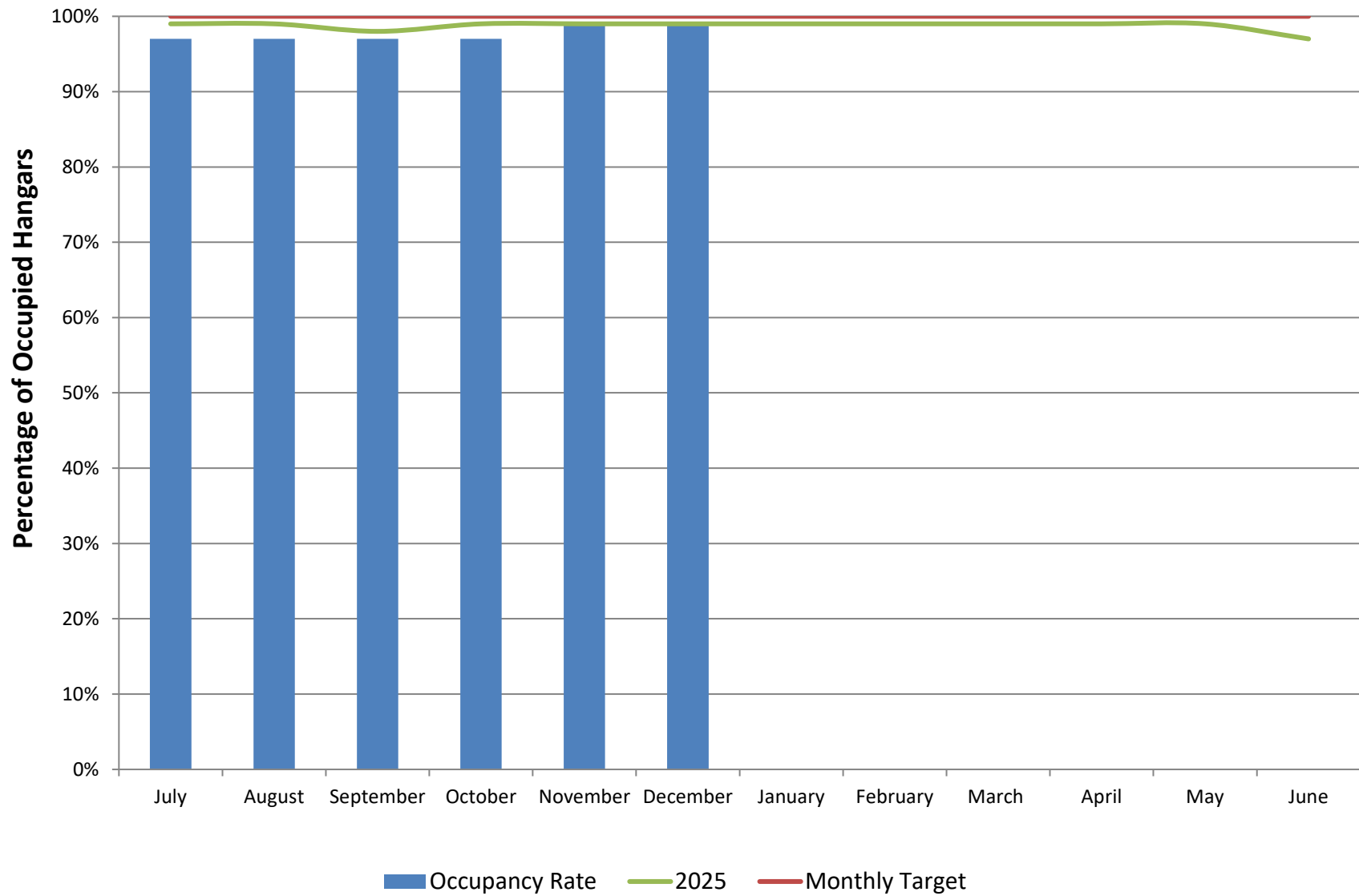
- [December 2025 Tie-Down Occupancy.pdf](#)
- [December 2025 Hangar Occupancy.pdf](#)
- [December 2025 Noise.pdf](#)

## FY2026 Tie-Down Occupancy Rates



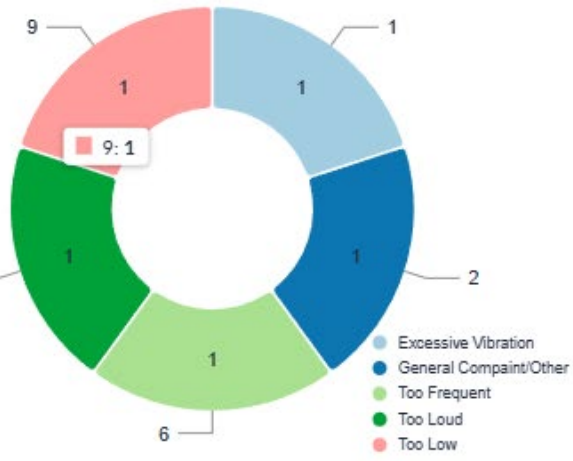


## FY2026 Hangar Occupancy Rates

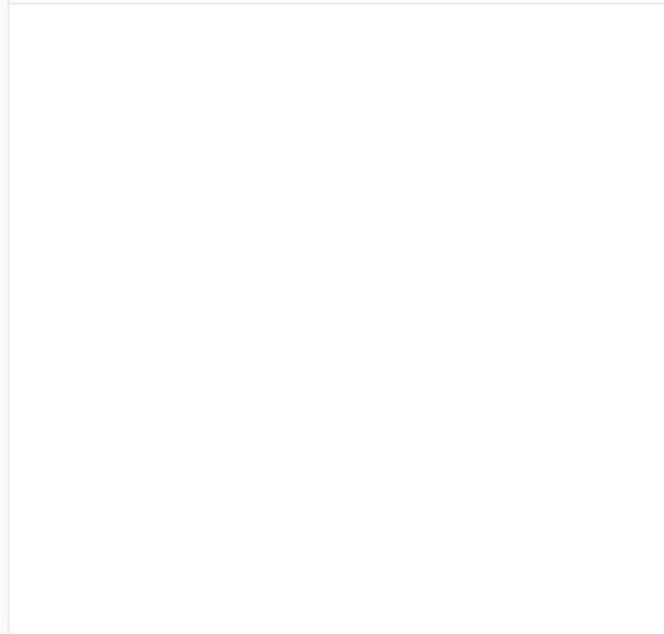


# December 2025 Noise Statistics

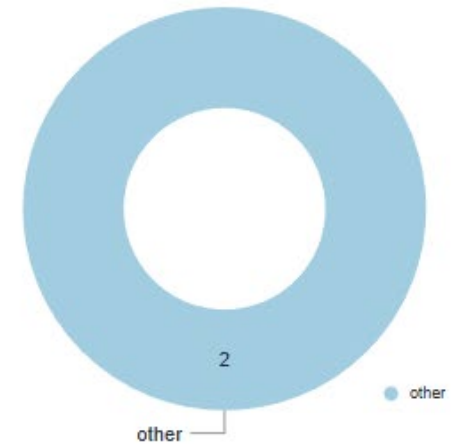
Event Type



City

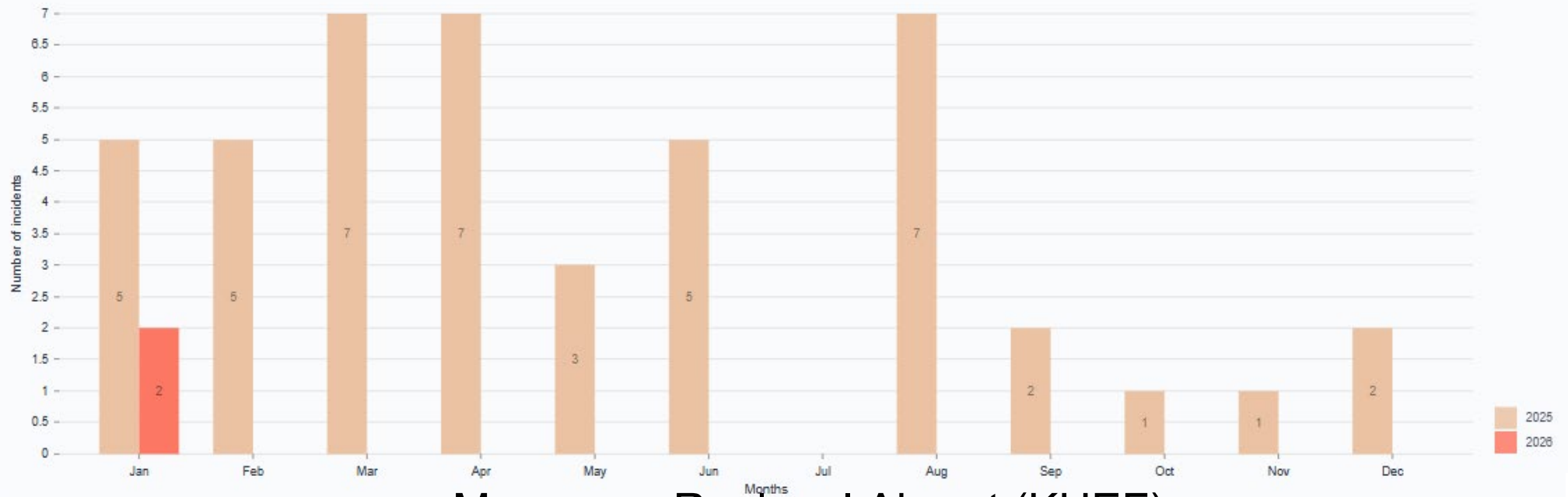


Outlined Surfaces



Total number of Noise Logs

2026 | v



Manassas Regional Airport (KHEF)



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 2.4

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director, 5 mins)

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-550

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [Construction Projects 1\\_2026.pptx](#)

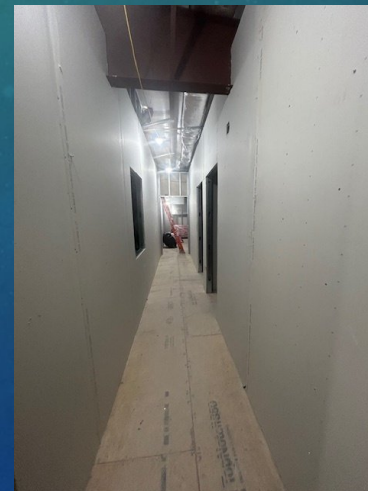
# CONSTRUCTION PROJECTS

JANUARY 2025 UPDATE

# ARFF HANGAR REMODEL

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

- Framing
- Pulling low voltage cabling, fiber, internet wiring
- Cost to Date:
  - John Heltzel: \$104,064.13
  - Landivar: \$587,076.06
- Completion: February 2026
- Total Days of Project: 180 Days

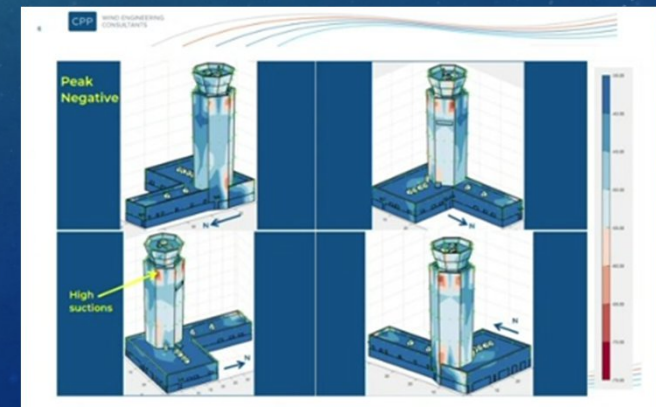
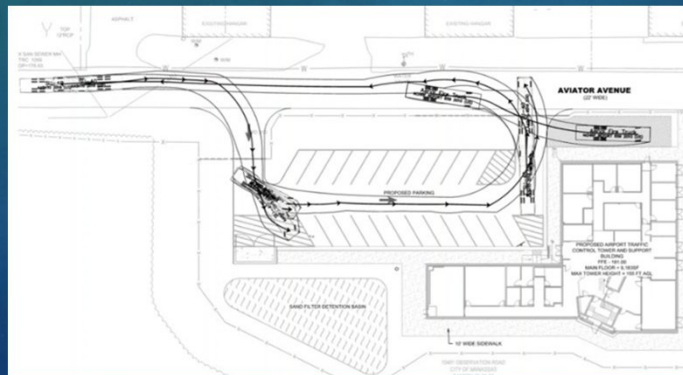
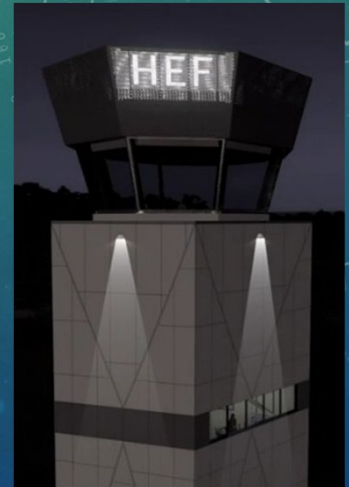




# AIR TRAFFIC CONTROL TOWER DESIGN

The objective of this project is to design up to 45% and for bidding support services for a new Tower.

- Changes in the 70% design
  - Added Fire Life Safety Electrical Room
  - Confirmed layouts of base building rooms
  - Chose plumbing fixtures
  - ARFF & City FD reviewed ingress & egress of site
  - Landscape Architecture reviewed
  - Overview of wind tunnel testing
- Cost to Date: \$1,441,090.42
- Completion: February - 90%, March 100%, Bidding in April



# RUNWAY 16L/34R REHABILITATION

The objective of this project will be to rehabilitate the existing runway asphalt pavement & overhaul the associated airfield electrical infrastructure. Grading the Runway Safety Area to be in compliance for FAA standards. Improve drainage along the runway and taxiway connectors.

- Reviewing 60% design documents
- Design meeting set for early February
- Cost to Date: \$
- Completion: 90% - Summer 2026





# REHABILITATE & WIDEN TAXIWAY BRAVO

The objective of this project will be to widen the taxiway 10 feet to accommodate Group III aircraft. The connector taxiways, B1, B2, B3, B4 to the Runway Safety Area will also be adjusted to handle Group III aircraft. New LED taxiway lights and signs will be installed. Improve drainage along the taxiway connectors.

- Reviewing IFE
- Cost to Date: \$
- Completion: Summer 2026





# QUESTIONS?





## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 3.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Quarterly Operations/Fuel Reports (Mr. Alex Del Valle Mari, Airport Operations Office, 5 minutes)

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-551

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [FuelOperations - Fiscal - January 2026 Update.pptx](#)





# Fuel Flowage and Aircraft Operations January 2026



OPERATIONS – TOTALS					
Calendar Year	Operations		Fiscal Year	Operations	
2020	74,765		2021	92,784	
2021	105,617		2022	107,270	
2022	109,020		2023	106,919	
2023	102,414		2024	102,777	
2024	94,434		2025	97,437	
2025	98,646		2026	46,425	
Calendar Year	Local	Itinerant	Fiscal Year	Local	Itinerant
2019	39,264	46,437	2020	33,442	41,874
2020	30,815	43,950	2021	41,540	51,244
2021	51,377	54,240	2022	50,821	56,449
2022	52,127	56,893	2023	49,930	56,989
2023	46,414	56,000	2024	48,564	54,213
2024	42,663	51,771	2025	43,751	53,686
2025	44,471	54,175	2026	20,194	26,231

PERCENT CHANGE			
Month	FY2023/FY2024	FY2024/FY2025	FY2025/FY2026
July	3.54%	-15.33%	15.97%
August	-15.49%	-12.80%	16.36%
September	-25.88%	-11.66%	29.62%
October	-1.53%	-18.61%	6.48%
November	0.85%	-17.80%	20.74%
December	-3.96%	-16.33%	
January	-30.33%	5.26%	
February	14.83%	-6.42%	
March	8.31%	17.88%	
April	14.03%	0.10%	
May	-15.43%	23.33%	
June	19.22%	-1.21%	
Total	-3.87%	-5.20%	

Incomplete Year - Stats Thru November 30, 2025

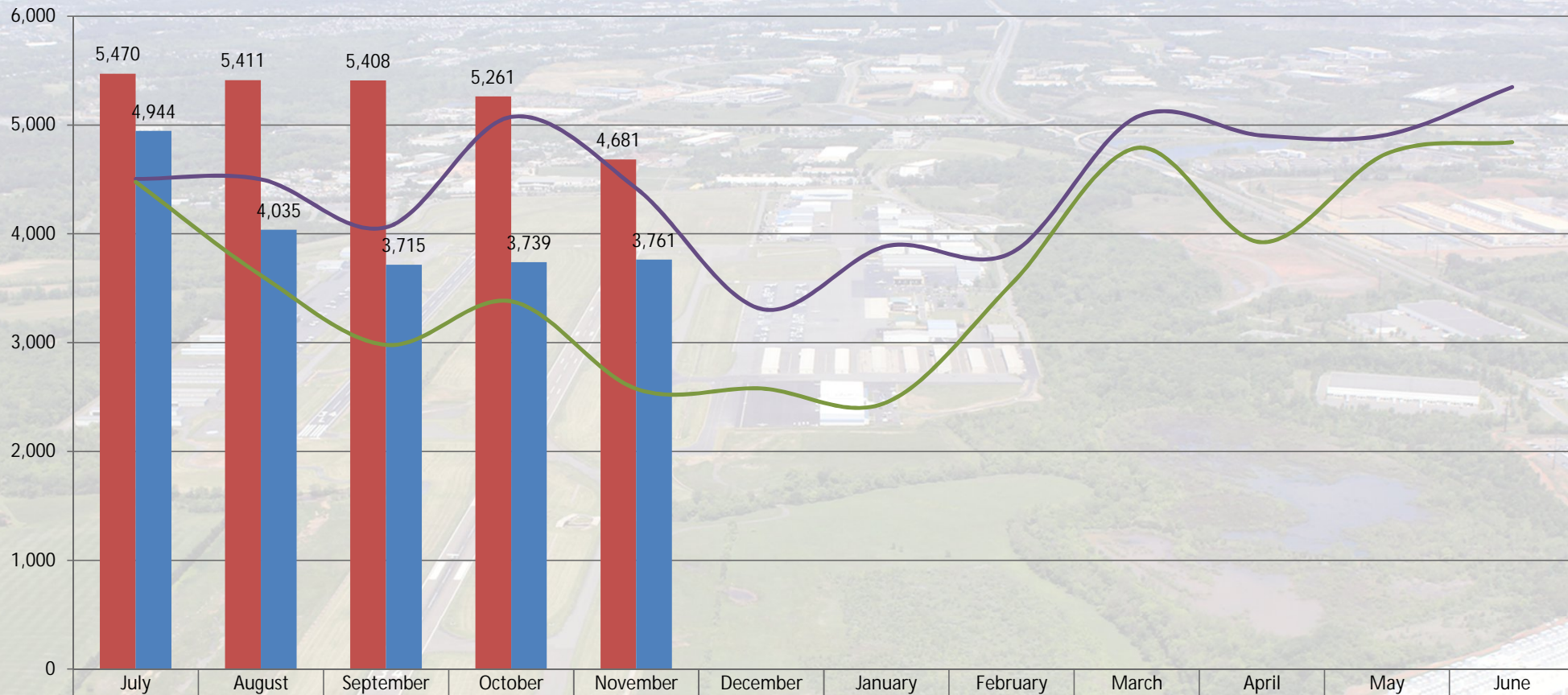
BOLD – Denotes Positive Change

Monthly Aircraft Operations - Fiscal





Local Vs Itinerant - Fiscal



Itinerant 2026	5,470	5,411	5,408	5,261	4,681							
Local 2026	4,944	4,035	3,715	3,739	3,761							
Itinerant 2025	4,504	4,500	4,059	5,073	4,417	3,309	3,886	3,826	5,072	4,903	4,909	5,348
Local 2025	4,476	3,618	2,979	3,379	2,575	2,578	2,450	3,539	4,788	3,922	4,737	4,841

## FUEL FLOWAGE – TOTALS

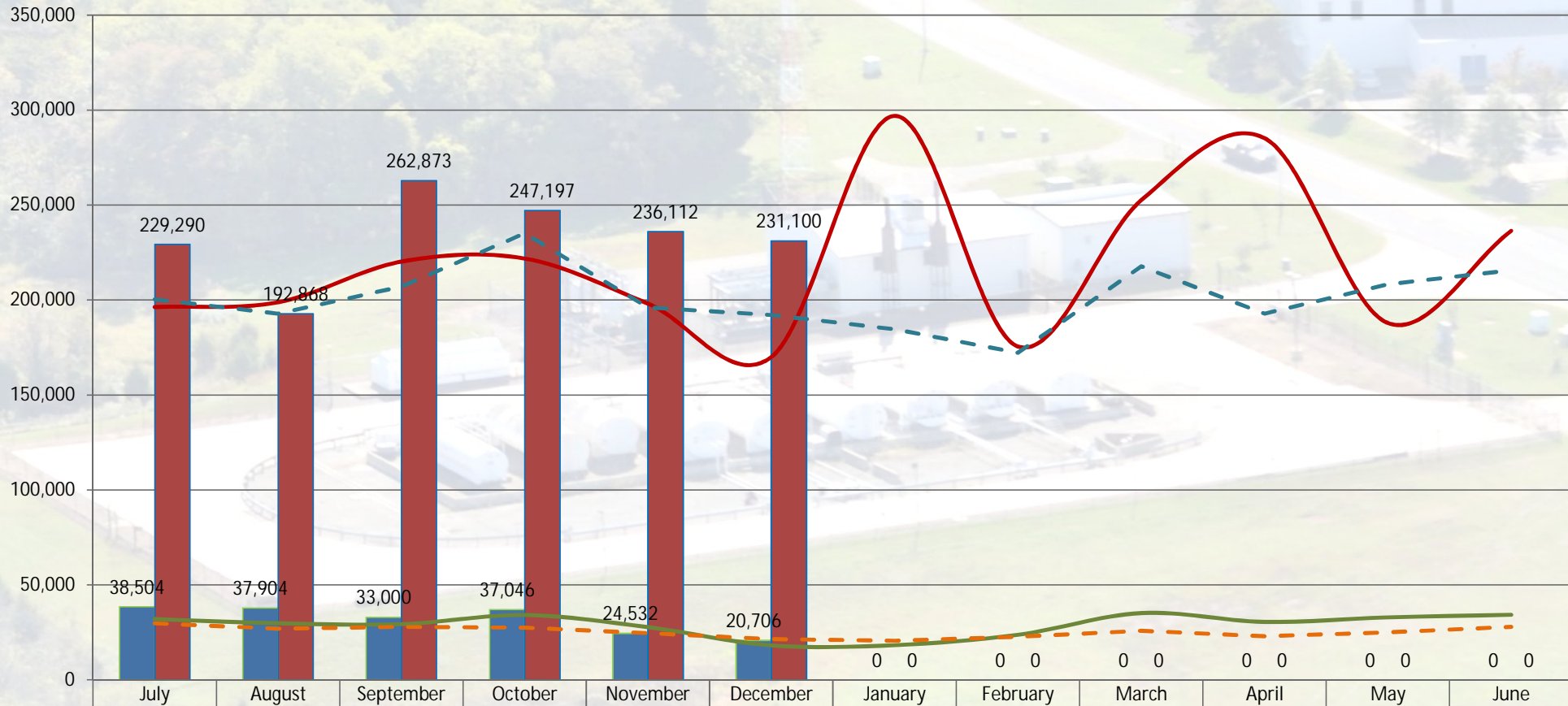
Calendar	AVGAS	JETA	TOTAL	% Change	Fiscal	AVGAS	JETA	TOTAL	% Change
2020	309,565	2,013,409	2,322,974	-15.30%	2021	361,457	2,298,628	2,660,085	11.95%
2021	445,781	2,350,237	2,796,018	20.36%	2022	505,867	2,341,887	2,847,754	7.06%
2022	517,923	2,327,238	2,845,161	1.76%	2023	570,246	2,299,142	2,869,388	0.76%
2023	558,451	2,201,563	2,760,014	-2.99%	2024	359,547	2,194,453	2,544,000	-10.99%
2024	347,816	2,271,164	2,618,980	-5.11%	2025	345,980	2,639,647	2,985,627	16.90%
2025	551,469	2,397,098	2,948,567	12.58%	2026	270,961	1,320,171	1,591,132	

**Incomplete Year** - Stats Thru December 31, 2025

**BOLD** – Denotes Positive Change



Monthly Fuel Flowage - Fiscal



	July	August	September	October	November	December	January	February	March	April	May	June
AVGAS 2026	38,504	37,904	33,000	37,046	24,532	20,706	0	0	0	0	0	0
JETA 2026	229,290	192,868	262,873	247,197	236,112	231,100	0	0	0	0	0	0
AVGAS 2025	32,022	29,801	29,319	34,127	27,752	18,146	18,273	23,735	35,158	30,515	32,881	34,251
JETA 2025	196,286	198,772	220,228	221,844	198,128	169,961	296,941	175,536	252,488	285,225	187,872	236,366
Average AVGAS	29,760	26,943	27,824	27,522	24,665	21,438	20,588	22,740	25,898	23,018	25,015	27,910
Average JETA	200,321	192,747	207,094	235,084	196,105	192,091	184,660	172,222	217,774	192,845	208,294	215,695





## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 3.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Expenditures (Mr. Juan Rivera, Director, 5 minutes)

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-552

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [Munis Expense Report 12-8-25.xlsx](#)

## Expenditures 2027

Organization	Object	Account Description	2027 Department Budget	2026 Original Budget	Difference	% of Change
57003701	481001	Principal-Bonds DO NOT USE	\$0.00	\$0.00	\$0.00	0.00%
57003701	481021	Interest-Bonds DO NOT USE	\$0.00	\$0.00	\$0.00	0.00%
57003701	481030	Fiscal Agent Fees-DO NOT USE	\$0.00	\$0.00	\$0.00	0.00%
57003703	411000	Salaries and Wages	\$890,000.00	\$890,000.00	\$0.00	0.00%
57003703	411020	Board and Elections Stipends	\$0.00	\$0.00	\$0.00	0.00%
57003703	411075	S&W-Housing Stipend	\$3,500.00	\$3,500.00	\$0.00	0.00%
57003703	412000	S&W-On-Call	\$30,000.00	\$30,000.00	\$0.00	0.00%
57003703	416000	S&W-Overtime	\$30,000.00	\$30,000.00	\$0.00	0.00%
57003703	416010	Hours Worked on a Holiday	\$5,000.00	\$5,000.00	\$0.00	0.00%
57003703	416015	Call-Back Overtime	\$1,000.00	\$1,000.00	\$0.00	0.00%
57003703	416055	Inclement Weather Pay	\$0.00	\$0.00	\$0.00	0.00%
57003703	416063	Interest VA Code 9.1 704	\$0.00	\$0.00	\$0.00	0.00%
57003703	420000	Employee Benefits	\$355,000.00	\$355,000.00	\$0.00	0.00%
57003703	420002	Deferred Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003703	420004	FICA	\$0.00	\$0.00	\$0.00	0.00%
57003703	420006	Virginia Retirement System	\$0.00	\$0.00	\$0.00	0.00%
57003703	420008	Group Health	\$0.00	\$0.00	\$0.00	0.00%
57003703	420010	Worker's Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003703	420012	Group Term Life Insurance	\$0.00	\$0.00	\$0.00	0.00%
57003703	420014	Long Term Disability	\$0.00	\$0.00	\$0.00	0.00%
57003703	420016	Unemployment	\$0.00	\$0.00	\$0.00	0.00%
57003703	420031	Car Allowance	\$6,100.00	\$6,100.00	\$0.00	0.00%
57003703	420032	Clothing Allowance	\$0.00	\$0.00	\$0.00	0.00%
57003703	431000	Professional Services	\$225,000.00	\$180,000.00	\$45,000.00	25.00%
57003703	431004	Legal Fees	\$25,000.00	\$25,000.00	\$0.00	0.00%
57003703	431005	City Attorney Fees	\$0.00	\$0.00	\$0.00	0.00%
57003703	432000	Temporary Help Services	\$2,500.00	\$2,500.00	\$0.00	0.00%
57003703	433000	Maintenance Services	\$0.00	\$0.00	\$0.00	0.00%
57003703	435000	Print Bind Photo Services	\$6,000.00	\$6,000.00	\$0.00	0.00%
57003703	436000	Advertising Services	\$65,000.00	\$65,000.00	\$0.00	0.00%

Organization	Object	Account Description	2027 Department Budget	2026 Original Budget	Difference	
57003703	439000	Other Purchased Services	\$60,000.00	\$40,000.00	\$20,000.00	50.00%
57003703	439010	Board Fees	\$0.00	\$0.00	\$0.00	0.00%
57003703	439044	City Attorney Misc Exp Advance	\$0.00	\$0.00	\$0.00	0.00%
57003703	441000	Information Technology Charges	\$116,840.00	\$73,510.00	\$43,330.00	58.94%
57003703	441005	Phones and Voicemail Charges	\$38,300.00	\$36,140.00	\$2,160.00	5.98%
57003703	441045	GIS/Data Services Charges	\$18,400.00	\$17,370.00	\$1,030.00	5.93%
57003703	441050	IT Purchases Mid-Year	\$8,480.00	\$8,000.00	\$480.00	6.00%
57003703	442000	Motor Vehicle Charges	\$91,350.00	\$86,180.00	\$5,170.00	6.00%
57003703	442050	Vehicle Purch Mid-Year Airport	\$0.00	\$0.00	\$0.00	0.00%
57003703	444000	Cost Allocation Charges	\$233,200.00	\$220,000.00	\$13,200.00	6.00%
57003703	447000	Radio Charges	\$1,650.00	\$1,560.00	\$90.00	5.77%
57003703	451001	Utilities	\$30,000.00	\$30,000.00	\$0.00	0.00%
57003703	451002	City Utility Charges	\$145,000.00	\$145,000.00	\$0.00	0.00%
57003703	452003	Cell Phone Charges	\$6,000.00	\$6,000.00	\$0.00	0.00%
57003703	452004	Pager Services	\$0.00	\$0.00	\$0.00	0.00%
57003703	452007	Cable/Satellite TV Service	\$5,000.00	\$2,000.00	\$3,000.00	150.00%
57003703	452008	Telephone Service Charges	\$500.00	\$500.00	\$0.00	0.00%
57003703	452009	Long Distance Charges	\$100.00	\$100.00	\$0.00	0.00%
57003703	453000	Insurance	\$120,000.00	\$100,000.00	\$20,000.00	20.00%
57003703	454001	Operating Leases	\$3,500.00	\$3,500.00	\$0.00	0.00%
57003703	455001	Mileage	\$2,000.00	\$1,000.00	\$1,000.00	100.00%
57003703	455002	Training and Travel	\$25,000.00	\$24,000.00	\$1,000.00	4.17%
57003703	455005	Meeting / Business Expense	\$7,000.00	\$7,000.00	\$0.00	0.00%
57003703	458000	Dues Memberships & Other Exp	\$7,500.00	\$7,000.00	\$500.00	7.14%
57003703	458099	Miscellaneous Expense--Airport	\$50,000.00	\$50,000.00	\$0.00	0.00%
57003703	461000	Office Supplies	\$10,000.00	\$4,000.00	\$6,000.00	150.00%
57003703	462000	Other Supplies	\$19,000.00	\$19,000.00	\$0.00	0.00%
57003703	463000	Books and Subscriptions	\$3,000.00	\$3,000.00	\$0.00	0.00%
57003703	464000	Uniforms and Safety Apparel	\$10,000.00	\$8,000.00	\$2,000.00	25.00%
57003703	471000	Equipment & Machinery Purch	\$0.00	\$0.00	\$0.00	0.00%
57003703	495002	Salary and Wage Contingency	\$66,000.00	\$0.00	\$66,000.00	0.00%
57003710	433000	Maintenance Services	\$65,000.00	\$65,000.00	\$0.00	0.00%

Organization	Object	Account Description	2027 Department Budget	2026 Original Budget	Difference	
57003710	433001	Refuse Collection Services	\$6,200.00	\$6,200.00	\$0.00	0.00%
57003710	433003	Janitorial Services	\$50,000.00	\$50,000.00	\$0.00	0.00%
57003710	433006	Mowing Services	\$35,000.00	\$30,000.00	\$5,000.00	16.67%
57003710	433008	HVAC	\$20,000.00	\$20,000.00	\$0.00	0.00%
57003710	433009	Elevator Services	\$8,000.00	\$8,000.00	\$0.00	0.00%
57003710	433010	Snow Removal	\$40,000.00	\$30,000.00	\$10,000.00	33.33%
57003710	433012	Airfield Lighting Maintenance	\$45,000.00	\$45,000.00	\$0.00	0.00%
57003710	433014	Elevator Inspections	\$2,500.00	\$2,500.00	\$0.00	0.00%
57003710	433015	Vehicle/Apparatus Maintenance	\$65,000.00	\$50,000.00	\$15,000.00	30.00%
57003710	439000	Other Purchased Services	\$45,000.00	\$45,000.00	\$0.00	0.00%
57003710	439004	Paving Services	\$10,000.00	\$10,000.00	\$0.00	0.00%
57003710	439008	Hazmat Disposal	\$35,000.00	\$18,000.00	\$17,000.00	94.44%
57003710	439014	Security Services	\$250,000.00	\$104,590.00	\$145,410.00	139.03%
57003710	454004	Miscellaneous Rentals	\$10,000.00	\$10,000.00	\$0.00	0.00%
57003710	455002	Training and Travel	\$0.00	\$0.00	\$0.00	0.00%
57003710	455005	Meeting / Business Expense	\$0.00	\$0.00	\$0.00	0.00%
57003710	462000	Other Supplies	\$35,000.00	\$20,000.00	\$15,000.00	75.00%
57003710	462001	Tools	\$60,000.00	\$20,000.00	\$40,000.00	200.00%
57003710	462044	Airfield Lighting Supplies	\$25,000.00	\$25,000.00	\$0.00	0.00%
57003710	462046	Airport Hanger Supplies	\$15,000.00	\$15,000.00	\$0.00	0.00%
57003710	462047	Airfield Supplies	\$50,000.00	\$50,000.00	\$0.00	0.00%
57003710	462048	Security Supplies	\$35,000.00	\$35,000.00	\$0.00	0.00%
57003710	462052	Terminal Grounds Supplies	\$5,000.00	\$5,000.00	\$0.00	0.00%
57003710	462067	Maintenance Supplies	\$4,000.00	\$3,500.00	\$500.00	14.29%
57003710	466000	Building and Repair Materials	\$45,000.00	\$45,000.00	\$0.00	0.00%
57003710	467000	Fuels/Oils/Lubricants	\$16,000.00	\$13,000.00	\$3,000.00	23.08%
57003710	468000	Vehicle/Equipment Parts/Supp	\$25,000.00	\$20,000.00	\$5,000.00	25.00%
57003710	471000	Equipment & Machinery Purch	\$560,000.00	\$378,000.00	\$182,000.00	48.15%
57003711	433000	Maintenance Services	\$10,000.00	\$10,000.00	\$0.00	0.00%
57003711	433008	HVAC	\$6,000.00	\$6,000.00	\$0.00	0.00%
57003711	433009	Elevator Services	\$2,000.00	\$2,000.00	\$0.00	0.00%
57003711	433014	Elevator Inspections	\$2,500.00	\$2,500.00	\$0.00	0.00%

Organization	Object	Account Description	2027 Department Budget	2026 Original Budget	Difference	0.00%
57003711	462000	Other Supplies	\$25,000.00	\$25,000.00	\$0.00	0.00%
57003712	433000	Maintenance Services	\$12,000.00	\$12,000.00	\$0.00	0.00%
57003712	451002	City Utility Charges	\$21,000.00	\$21,000.00	\$0.00	0.00%
57003712	451003	Heating Fuel Oil or Gas	\$3,000.00	\$1,000.00	\$2,000.00	200.00%
57003713	416000	S&W-Overtime	\$1,000.00	\$1,000.00	\$0.00	0.00%
57003713	420000	Employee Benefits	\$0.00	\$0.00	\$0.00	0.00%
57003713	420002	Deferred Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003713	420004	FICA	\$0.00	\$0.00	\$0.00	0.00%
57003713	420006	Virginia Retirement System	\$0.00	\$0.00	\$0.00	0.00%
57003713	420008	Group Health	\$0.00	\$0.00	\$0.00	0.00%
57003713	420012	Group Term Life Insurance	\$0.00	\$0.00	\$0.00	0.00%
57003713	420014	Long Term Disability	\$0.00	\$0.00	\$0.00	0.00%
57003713	431000	Professional Services	\$0.00	\$0.00	\$0.00	0.00%
57003713	431003	Marketing	\$600.00	\$600.00	\$0.00	0.00%
57003713	433003	Janitorial Services	\$500.00	\$500.00	\$0.00	0.00%
57003713	439000	Other Purchased Services	\$5,000.00	\$5,000.00	\$0.00	0.00%
57003713	439014	Security Services	\$1,000.00	\$1,000.00	\$0.00	0.00%
57003713	462000	Other Supplies	\$7,000.00	\$7,000.00	\$0.00	0.00%
57003714	431000	Professional Services	\$0.00	\$0.00	\$0.00	0.00%
57003715	439000	Other Purchased Services	\$0.00	\$0.00	\$0.00	0.00%
57003717	439000	Other Purchased Services	\$950,000.00	\$770,000.00	\$180,000.00	23.38%
57003717	454001	Operating Leases	\$0.00	\$0.00	\$0.00	0.00%
57003717	462000	Other Supplies	\$20,000.00	\$20,000.00	\$0.00	0.00%
57003717	467000	Fuels/Oils/Lubricants	\$10,000.00	\$5,000.00	\$5,000.00	100.00%
57003717	473000	Motor Vehicle Purchases	\$65,000.00	\$15,000.00	\$50,000.00	333.33%
57003718	411000	Salaries and Wages	\$95,000.00	\$95,000.00	\$0.00	0.00%
57003718	412000	S&W-On-Call	\$0.00	\$0.00	\$0.00	0.00%
57003718	416000	S&W-Overtime	\$0.00	\$0.00	\$0.00	0.00%
57003718	416010	Hours Worked on a Holiday	\$0.00	\$0.00	\$0.00	0.00%
57003718	420000	Employee Benefits	\$40,000.00	\$40,000.00	\$0.00	0.00%
57003718	420002	Deferred Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003718	420004	FICA	\$0.00	\$0.00	\$0.00	0.00%

Organization	Object	Account Description	2027 Department Budget	2026 Original Budget	Difference	
57003718	420006	Virginia Retirement System	\$0.00	\$0.00	\$0.00	0.00%
57003718	420008	Group Health	\$0.00	\$0.00	\$0.00	0.00%
57003718	420010	Worker's Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003718	420012	Group Term Life Insurance	\$0.00	\$0.00	\$0.00	0.00%
57003718	420014	Long Term Disability	\$0.00	\$0.00	\$0.00	0.00%
57003718	420016	Unemployment	\$0.00	\$0.00	\$0.00	0.00%
57003718	420032	Clothing Allowance	\$0.00	\$0.00	\$0.00	0.00%
57003718	439014	Security Services	\$650,000.00	\$677,450.00	(\$27,450.00)	-4.05%
57003718	441050	IT Purchases Mid-Year	\$2,000.00	\$2,000.00	\$0.00	0.00%
57003718	462039	Computer Software	\$17,000.00	\$17,000.00	\$0.00	0.00%
57003718	462048	Security Supplies	\$32,000.00	\$31,000.00	\$1,000.00	3.23%
57003718	464000	Uniforms and Safety Apparel	\$0.00	\$0.00	\$0.00	0.00%
57003718	471000	Equipment & Machinery Purch	\$0.00	\$0.00	\$0.00	0.00%
57003719	411000	Salaries and Wages	\$260,000.00	\$260,000.00	\$0.00	0.00%
57003719	412000	S&W-On-Call	\$0.00	\$0.00	\$0.00	0.00%
57003719	416000	S&W-Overtime	\$0.00	\$0.00	\$0.00	0.00%
57003719	416010	Hours Worked on a Holiday	\$0.00	\$0.00	\$0.00	0.00%
57003719	420000	Employee Benefits	\$100,000.00	\$100,000.00	\$0.00	0.00%
57003719	420002	Deferred Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003719	420004	FICA	\$0.00	\$0.00	\$0.00	0.00%
57003719	420006	Virginia Retirement System	\$0.00	\$0.00	\$0.00	0.00%
57003719	420008	Group Health	\$0.00	\$0.00	\$0.00	0.00%
57003719	420010	Worker's Compensation	\$0.00	\$0.00	\$0.00	0.00%
57003719	420012	Group Term Life Insurance	\$0.00	\$0.00	\$0.00	0.00%
57003719	420014	Long Term Disability	\$0.00	\$0.00	\$0.00	0.00%
57003719	420016	Unemployment	\$0.00	\$0.00	\$0.00	0.00%
57003719	420032	Clothing Allowance	\$0.00	\$0.00	\$0.00	0.00%
57003719	431000	Professional Services	\$10,000.00	\$0.00	\$10,000.00	0.00%
57003719	431003	Marketing	\$0.00	\$0.00	\$0.00	0.00%
57003719	441050	IT Purchases Mid-Year	\$2,000.00	\$2,000.00	\$0.00	0.00%
57003719	455002	Training and Travel	\$15,000.00	\$15,000.00	\$0.00	0.00%
57003793	431000	Professional Services	\$0.00	\$0.00	\$0.00	0.00%

Organization	Object	Account Description	2027 Department Budget	2026 Original Budget	Difference	
57003793	439100	Bond Sale Cost	\$0.00	\$0.00	\$0.00	0.00%
57003793	462000	Other Supplies	\$250,000.00	\$250,000.00	\$0.00	0.00%
57003793	481001	Principal - Bonds Payable	\$0.00	\$205,000.00	(\$205,000.00)	-100.00%
57003793	481021	Interest - Bonds Payable	\$0.00	\$3,000.00	(\$3,000.00)	-100.00%
57003793	481030	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00	0.00%
57003793	482021	Interest on Interfund Loan	\$0.00	\$0.00	\$0.00	0.00%
57003793	492575	Transfer to Airport Capital	\$15,626,000.00	\$325,000.00	\$15,301,000.00	4708.00%
57003793	496004	Contrib to Net Position	\$1,209,130.00	\$440,200.00	\$768,930.00	174.68%
57008888	411000	Salaries and Wages-GAAP Adj	\$0.00	\$0.00	\$0.00	0.00%
57008888	417500	Compensated Absences Expense	\$0.00	\$0.00	\$0.00	0.00%
57008888	420004	FICA-GAAP Adj	\$0.00	\$0.00	\$0.00	0.00%
57008888	420109	Retiree Health Care-OPEB	\$0.00	\$0.00	\$0.00	0.00%
57008888	439000	Other Purchased Services	\$0.00	\$0.00	\$0.00	0.00%
57008888	462000	Other Supplies GAAP offset	\$0.00	\$0.00	\$0.00	0.00%
57008888	474000	Land / ROW	\$0.00	\$0.00	\$0.00	0.00%
57008888	486100	Loss/Gain on Asset Disposal	\$0.00	\$0.00	\$0.00	0.00%
57008888	489001	Contribution / Asset Transfer	\$0.00	\$0.00	\$0.00	0.00%
			\$23,733,350.00	\$6,983,000.00	\$16,750,350.00	

Account Type	Organization	Object	Project	Detail Type	Year	Line	Quantity
E	57003703	439000		A	2027	10	1
E	57003710	471000		A	2027	10	1
E	57003793	492575		A	2027	10	1
E	57003793	492575		A	2027	20	1
E	57003793	492575		A	2027	30	1
E	57003793	492575		A	2027	40	1
E	57003793	492575		A	2027	50	1
E	57003793	492575		A	2027	60	1
E	57003793	492575		A	2027	70	1
E	57003793	492575		A	2027	80	1
E	57003793	492575		A	2027	90	1
E	57003793	492575		A	2027	100	1
E	57003793	492575		A	2027	110	1



Amount	Project String Type	Project String
\$60,000.00		
\$560,000.00		
\$50,000.00		
\$106,000.00		
\$50,000.00		
\$3,000.00		
\$100,000.00		
\$0.00		
\$30,000.00		
\$240,000.00		
#####		
\$17,000.00		
#####		

**Description**

Appraisals, DBE , Fire Monitor, Discharge Sampling, Storm Management Fees & Terminal Refreash  
Van \$75k Replacement Truck \$45K ARFF Crash Phone System \$225,000, 800Mhz radios (3) \$15K, Bush Hog \$25K,  
A-058 Airport Paving Program  
A-082 Airfield Improvements  
A-084 Airfield Paving Program  
A-104 Security Equipment Replacement  
Extra Local Match  
One-Time/Short Term Projects  
A-045 Fuel Farm Upgrade  
A-091 Rehab of Runway 16L/34R  
A-110 Taxiway B Widening and Lightingrestr. fund balance  
A-113 Runway and Taxiway Bridge Modifications and Enhancements  
A-115 Snow Removal Equipment Facilityrestr. fund balance

**Justification   Request Group   User Defined**



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 4.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Hold a discussion on the Renaming Committee Report, and if approved, recommend to the City Council  
the renaming of the Airport (Mr. Rod Hall, Chairman, 10 minutes)

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Submitting Department** Manassas Regional Airport

**Meeting Body** Manassas Regional Airport  
Commission

**Item ID** 2026-553

**Drafter** Patty Bibber

**Meeting Date** January 15, 2026



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

An update on NW Development Bids (Mr. Juan Rivera, Director, 5 minutes)

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Reports / Presentations

**Item ID** 2026-554

**Submitting Department** Manassas Regional Airport

**Drafter** Patty Bibber

**Meeting Body** Manassas Regional Airport  
Commission

**Meeting Date** January 15, 2026



## Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 6.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: January 15, 2026

### Item Title

Approval of Manassas Aviation Maintenance Hangar Lease for 2026 (Mr. Juan Rivera, Airport Director, 2 minutes)

### Suggested Action and/or Recommendation

### Suggested Motion

**Item Type** Contracts / Agreements

**Submitting Department** Manassas Regional Airport

**Meeting Body** Manassas Regional Airport  
Commission

**Item ID** 2026-555

**Drafter** Patty Bibber

**Meeting Date** January 15, 2026

### ATTACHMENTS

- [Unexecuted M A M Lease 2026.docx](#)

## **LEASE AGREEMENT**

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

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

### **RECITALS:**

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

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

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

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

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

### **WITNESSETH:**

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

## **ARTICLE – I** **TERM**

### **1.1 Term.**

The Term of this Agreement shall be for a period of twelve (12) months commencing on March 1, 202<sup>6</sup> (the “**Commencement Date**”), and expiring at midnight on Feb 28, 202<sup>7</sup> (the Expiration Date”) (the time period starting on the Commencement Date and ending on the Expiration Date of this Agreement shall hereinafter be referred to as the “**Term**”).

### **1.2 Early Termination of Term.**

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

## **ARTICLE – II** **DESCRIPTION OF DEMISED PREMISES**

### **2.1 Improvements.**

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

### **2.2 Title to Improvements.**

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



**ARTICLE – III**  
**USE OF DEMISED PREMISES**

**3.1 Permitted Use.**

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

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

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

**3.1.3** Sale and storage of aircraft parts.

**3.1.4** Aircraft component repairs.

**3.1.5** Aircraft Sales and Brokerage

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

**3.2 Fuel Sales.**

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

**3.3 Additional Uses of Demised Premises.**

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

**ARTICLE – IV**  
**RENT**

**4.1 Rent Payable.**

For use and occupancy of the Demised Premises and privileges herein granted, the Lessee agrees to pay to the City a monthly rent of **Five-Thousand Three Hundred Eighty One and Forty Nine Cents (\$5,381.49)**.

**4.2 Payment.**

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

**Late payment.**

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

**4.3 Real Estate Tax Credit.**

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

Any credit given to the Lessee shall be in the form of a reduction in the next month's rent. Any amount owed the City shall be paid within fifteen (15) days of receipt of an invoice from the City. In the event that this lease is extended beyond the original Term, the Lessee shall pay all Real Estate Taxes with no reduction in rent and the provisions of this section 4.4 will no longer apply.

## **ARTICLE – V**

### **HANGAR CONSTRUCTION**

#### **5.1 RESERVED.**

## **ARTICLE – VI**

### **ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR**

#### **6.1 Delivery of Demised Premises.**

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

#### **6.2 Maintenance and Repair.**

##### **6.2.1 *City Obligations.***

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

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

**6.2.2 During the term of this Agreement, Lessee shall periodically (at least quarterly) inspect the Demised Premises and perform, at its sole expense, all routine maintenance. Routine maintenance is a function of preserving each type of facility as near as possible in its condition as constructed. The types and schedule of all maintenance conducted by the City shall be at its sole**

**discretion. Additionally, during the Term of this Agreement and without limiting the generality hereof, Lessee shall be: *Lessee's Obligations.***

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

**6.2.3 Clean and Orderly Condition.**

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

**6.2.4 Quality of Maintenance.**

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

**6.2.5 Lights and Security System.**

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

**6.2.6 Notify City**

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

**6.2.7 Lessee's Obligation to Repair Damage**

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

Repair any damage caused by Lessee to paving or other surface of the Demised Premises or the Airport caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

**6.2.9 Erosion and Plantings.**

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

**6.3 Failure to Repair.**

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

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

#### **6.4 Major Alterations.**

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

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

#### **6.5 Title.**

Upon expiration or sooner termination of this Agreement, the complete and unencumbered title to all Improvements located on the Demised Premises (whether existing prior to the Effective Date of this Agreement or hereafter constructed by Lessee) shall immediately vest in the City free and clear of all liens or encumbrances and any claims on the part of

the Lessee on account of any repairs or Improvements to the Demised Premises done or to be done under the terms hereof by the Lessee. This vesting of title in the City at the time specified is a part of the consideration for this Agreement. The City shall not be liable to the Lessee or the Lessee's contractors, sublessee, lender or third party, interest holder for the value of any Improvements constructed or located on the Demised Premises.

#### **6.6 Bonding.**

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

### **ARTICLE – VII** **ADDITIONAL OBLIGATIONS OF LESSEE**

#### **7.1 Quiet Operations.**

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

#### **7.2 Interference with Communications.**

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

#### **7.3 Conduct of Lessee's Personnel.**

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

#### **7.4 Proper Attire.**

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

#### **7.5 Badges.**

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

#### **7.6 Health and Safety Requirements.**

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

#### **7.7 Waste/Trash Storage, Handling and Removal.**

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

#### **7.8 Nuisance.**

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



#### **7.9 Systems Access.**

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

#### **7.10 Floor Loads.**

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

#### **7.11 Insurance Rates and Risks.**

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

#### **7.12 Flammable Liquids.**

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

#### **7.13 Fire Extinguisher.**

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

#### **7.14 Restaurant and Kitchen Operations.**

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

#### **7.15 Notice of Non-Permitted Uses.**

Except for services that are expressly permitted under Article III hereof to be performed from the Demised Premises, Lessee shall not perform or permit any of its agents, employees, customers subcontractors, tenants, assigns or any other party under its supervision or control to perform any services which are not expressly permitted under Article III (together, the “***Non-Permitted Uses***”). Lessee shall provide prompt notice to the City of any person, firm or corporate entity performing any Non-Permitted Uses. Further, the Lessee shall provide prompt notice to the City of any person, firm or corporate entity performing any aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Demised Premises for commercial purposes without a valid permit for such operations from the City (a “***Commercial Operating Permit***”).

#### **7.16 Noise.**

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

#### **7.17 Interference with Aircraft Operations.**

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

#### **7.18 Outside Storage.**

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

aircraft or equipment in any area of the Airport designated as a “safety area” or a “obstacle free area”, any taxi-lane or taxiway at the Airport or any other area of the Airport which may obstruct the use of any such taxi-lane or taxiway at the Airport.

**Height of Structures.**

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

**7.19 Rodent and Insect Control.**

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

**7.20 Snow and ice Removal.**

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

**7.21 Animals.**

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

**ARTICLE – VIII**  
**INGRESS AND EGRESS**

**8.1 Common Right of Ingress/Egress.**

The Lessee shall have the right of ingress and egress between the Demised Premises and public landing areas at the Airport by means of connecting taxiways and taxi-lanes, and between the Demised Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee’s right to ingress and egress shall be in common with others having rite of passage thereon, and may be used except when the Airport is closed to the

public. All such ingress and egress shall be in strict compliance with all applicable Rules and Regulations (hereinafter defined) adopted and modified from time to time by the City.

### **Closure of Access and Taxiways.**

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

## **ARTICLE – IX** **AIRPORT SECURITY**

### **9.1 Disclaimer of Security Warranty.**

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

### **9.2 No Liability.**

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

### **9.3 Lessee's Security Obligation.**

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

**ARTICLE – X**  
**LIABILITIES AND INDEMNITIES**

**10.1 No Liability.**

The City shall not in any way be liable for any cost, damage or injury occurring on or about the Demised Premises or the Airport, including the cost of any suit and expense incurred for legal services, claimed or recovered by Lessee or any other person whomsoever claiming through Lessee, resulting from any operation, work, act or omission performed on or about the Demised Premises or the Airport, by the Lessee or its subtenants and their respective guests, agents or invitees.

**10.2 Indemnity.**

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

**10.3 Legal Defense.**

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

**10.4 Intellectual Property Rights.**

The Lessee represents that it is the owner of or is fully authorized to use any and all patents, trademarks, copyrights or other similar intellectual properties, services, processes, machines, articles, service marks, names or logos (collectively, the “***Intellectual Property***”

*Rights*”) used by it in the operation of its business from the Demised Premises. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless from any and all loss, liability, expense, suit or claim for damages, including attorney fees, in connection with any actual or alleged infringement by Lessee upon the foregoing Intellectual Property Rights, or arising from any alleged or actual unfair competition or other similar claim arising out of Lessee’s business operations from the Demised Premises or in any way connected with this Agreement.

## **ARTICLE – XI**

### **RULES AND REGULATIONS AND MINIMUM STANDARDS**

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

## **ARTICLE – XII**

### **SIGNS**

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

**ARTICLE – XIII**  
**ASSIGNMENT AND SUBLEASE**

**13.1 Further Encumbrances.**

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

**13.2 Assignments and Transfers Void.**

Any assignment or transfer of this Agreement, or any rights of the Lessee hereunder, without the consent of the City, shall be void and of no force or effect, shall be deemed a Default of this Agreement and, at the option of the City, shall entitle the City to forthwith cancel this Agreement and to exercise any and all of the remedies as provided in this Agreement in the event of Lessee's Default.

**13.3 Subletting of Hangar and Office Space.**

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

**13.4 No Release.**

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

**13.5 Operating Permits.**

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

### **13.6 Change in Control.**

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

## **ARTICLE –VIV** **CONDEMNATION**

### **14.1 Condemnation and Distribution of Award.**

In the event that the Demised Premises or any part thereof shall be condemned and taken by any authority with power of eminent domain for any purpose during the Term of this Agreement or sold to such authority in lieu of a taking (collectively, a "***Condemnation***"), any award which shall be made as a result of such Condemnation shall be paid in accordance with this Article. The City or the Lessee, consistent with its rights under applicable law, may appear in any such condemnation proceeding and present its claims for damages, if any, arising from such condemnation. If all or any part of this Lease or all or any part of any Improvements made to the leased area are taken or damaged by condemning authority (regardless of whether the taking or damage is designated as an exercise of eminent domain or not) before the termination of this Agreement, the proceeds of any claim, award, or action shall be distributed in the following manner and the City shall have the right to intervene as a party in any action to recover damages incurred thereby. First, any proceeds which compensate for permanent or temporary taking of or damage to the Demised Premises shall remain with the City. Second, any proceeds which compensate for permanent or temporary taking of or damage to any Improvements belonging to the City or made to or erected upon the Demised Premises by the City shall remain with the City. Third, the proceeds which compensate for any permanent taking of



or damage to Improvements or part thereof made to the Demised Premises by the Lessee after the Effective Date of this Agreement shall be applied to the Lessee's lender (whether one or more, the "**Lender**") to the extent necessary to satisfy any lien held by the Lender on the Improvements; provided that the lien is the result of a loan by the Lender to the Lessee for the purpose of constructing the leasehold Improvements made or to be made by Lessee and other capital investments directly related to the business of the Lessee being conducted from the Demised Premises. This provision does not apply to any refinancing that increases the amount or term of the original loan and does not apply to any loan encumbering the leasehold Improvements for the purpose of financing any other project on or off the Airport. Fourth, any remaining proceeds shall be allocated between Lessee and the City pro rata, with the Lessee receiving a sum equal to the proceeds to be distributed under this provision times the number of days remaining before expiration of the Agreement divided by the original duration (in days) of the Agreement, and the City receiving the remainder. The number of days remaining before expiration of the Agreement shall be calculated as of the date of take. The Lessee may alienate its proceeds or right to receive proceeds under this provision.

#### **Total Condemnation.**

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

#### **14.2 Partial Condemnation.**

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

#### **14.3 Temporary Taking.**

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

**ARTICLE – XV**  
**NON-DISCRIMINATION**

**15.1 Title 49 Compliance.**

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

**15.2 Covenant Not to Discriminate.**

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

**15.3 Breach and Enforcement.**

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

#### **15.4 Application of Non-Discrimination to Third Parties.**

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

#### **15.5 Affirmative Action.**

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

#### **15.6 American with Disabilities Act.**

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

#### **15.7 Indemnity.**

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

### **ARTICLE XVI GOVERNMENTAL REQUIREMENTS**

#### **16.1 Required Governmental Permits.**

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

**16.2 Permit Fees.**

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

**16.3 Compliance with Laws, Rules and Regulations.**

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

**ARTICLE XVII**  
**RIGHTS OF ENTRY RESERVED**

**17.1 Entry by City.**

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

**17.2 Obstructions to Entry.**

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

**17.3 Inspection Right.**

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

**17.4 No Eviction or Abatement.**

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

**ARTICLE – XVIII**  
**ADDITIONAL RENTS AND CHARGES**

**18.1 Expenses, Costs and Interest.**

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

**18.2 Additional Rent.**

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

**18.3 Increase in Security.**

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

#### **18.4 Taxes.**

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

#### **18.5 Plan Review Fee.**

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

#### **18.6 Attorney Fees.**

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

### **ARTICLE – XIX** **TERMINATION & DEFAULT**

#### **19.1 Monetary Default.**

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

#### **19.2 Notice of Remedy (Monetary Default).**

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



### **19.3 Non-Monetary Default.**

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

#### **19.3.1 Voluntary Petition.**

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

#### **19.3.2 Involuntary Petition.**

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

#### **19.3.3 Non-Federal Bankruptcy Reorganization.**

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

#### **19.3.4 Receiver.**

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

#### **19.3.5 Suspension of Operations.**

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

#### **19.3.6 Abandonment.**

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

**19.3.7 Failure to Maintain Insurance.**

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

**19.3.8 Covenants and Conditions.**

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

**19.4 Notice and Remedy (Non-Monetary Default).**

Upon a Non-Monetary Default by the Lessee in the performance of any covenant or conditions required to be performed by the Lessee (other than the payment of rent and other fees or charges which is governed by Section 19.1 above), the City shall provide the Lessee with notice allowing the Lessee sixty (60) days to remedy such Non-Monetary Default (“**Notice of Non-Monetary Default**”). Upon the failure of the Lessee to remedy such Non-Monetary Default for a period of sixty (60) days after receipt from the City of the foregoing Notice of Non-Monetary Default, the City shall have the right to cancel this Agreement. Such cancellation shall be achieved through the delivery by the City to the Lessee of a notice of cancellation (the “**Notice of Cancellation**”). The Notice of Cancellation shall be effective immediately upon delivery to Lessee in accordance with the notice provisions of the Agreement.

**19.5 Abeysance of Notice of Cancellation.**

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

**19.6 Termination of Rights After Default.**

Upon the cancellation or termination of this Agreement after an Event of Default for any reason, all rights of the Lessee, its subtenants and any other person in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others

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

#### **19.7 Waiver.**

Failure by the City to take any authorized action upon the occurrence of a Monetary Default, a Non-Monetary Default or any other default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee (in each case, a “*Default*” or an “*Event of Default*” as the context may require) shall not be construed to be, nor act as, a waiver of said Default nor of any subsequent Default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of Rent by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after an Event of Default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the City to cancel this Agreement or to seek judicial remedy for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

### **ARTICLE – XX** **TERMINATION BY LESSEE**

#### **20.1 Termination by Lessee.**

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

##### **20.1.1 *Injunction Preventing Use of Demised Premises.***

Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Demised Premises, or any material part thereof necessary to Lessee’s business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or

abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee;

**20.1.2 U.S. Government Control of Airport.**

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

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

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

**ARTICLE – XXII**  
**SERVICES TO LESSEE**

**22.1** City Services

The City covenants and agrees that during the Term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil

aviation needs of the public. The City further agrees to maintain the runways and taxiways in good repair including the removal of snow. The City agrees to keep in good repair hard-surfaced public roads for access to the Demised Premises and remove snow therefrom in order to make such roads reasonably passable. The City also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Demised Premises for access thereto by the Lessee in accordance with the City policies governing same.

**22.2 Parking Spaces Provided**

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

**ARTICLE XXIII**

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

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

**ARTICLE XXIV**

**LIMITATION OF RIGHTS AND PRIVILEGES GRANTED**

- 24.1** Except for the exclusive right of the Lessee to possession of the Demised Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or

privileges with respect to the use of the Demised Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

## **ARTICLE – XXV** **NOTICES**

### **25.1 Notice.**

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed given when received at the recipient's notice address except that notice that must be given by a certain time to be effective and is sent registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's address shall be deemed given when posted. Notice that starts the running of a time period and is delivered on a non-business day shall be deemed delivered on the next business day, if left at the notice address, or the next business day on which it is redelivered if it is not left at the notice address.

### **25.2 Notice Address.**

The notice addresses of the parties are as follows:

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

With a copy to:

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

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

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

**ARTICLE – XXVI**  
**HOLDING OVER**

**26.1 No Extension of Term.**

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

**26.2 Holdover Rent.**

Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of fixtures without the consent of the City shall make the Lessee liable to the City for damages equal to double the Rent provided for herein and which may be in effect at the termination of this Agreement (the “***Holdover Rent***”). The parties agree that the Holdover Rent shall not be deemed as a penalty but rather as bargained for liquidated damages in order to compensate the City for Lessee’s unlawful holdover of the Demised Premises.

**ARTICLE – XXVII**  
**INVALID PROVISIONS**

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

**ARTICLE – XXVIII**  
**MISCELLANEOUS PROVISIONS**

**28.1 Remedies to be Nonexclusive.**

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

**28.2 Non-Waiver of Rights.**

The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate



as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

**28.3 Force Majeure.**

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

**28.4 Non-liability of Individuals.**

No director, officer, member, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of the Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of this or their execution or attempted execution of the same.

**28.5 Quiet Enjoyment.**

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

**28.6 Estoppel Certificate.**

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

## **28.7 Short Form of Lease.**

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

## **28.8 List of Aircraft.**

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

## **28.9 General Provisions.**

### **28.9.1 Unauthorized Use.**

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

### **28.9.2 Venue and Jurisdiction.**

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

### **28.9.3 No Third Party Beneficiary.**

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

### **28.9.4 Ambiguity.**

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

### **28.9.5 Binding Effect.**

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

**28.9.6 Titles and Headings.**

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

**28.9.7 No Partnership.**

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

**28.9.8 Effective Date.**

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

**28.9.9 Administrative Appeal Process.**

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

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

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

**ARTICLE – XXIX**  
**SUBORDINATION CLAUSES**

**29.1** This Agreement is subject and subordinate to the following:

***29.1.1 Further Development of Airport.***

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

***29.1.2 Aerial Obstruction.***

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

***29.1.3 Agreements with US Government.***

This Agreement is and shall at all times be subordinate to the provision of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

***29.1.4 Time of War and Emergency.***

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

**29.1.5 No Air Rights.**

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

**ARTICLE – XXX**

**INSURANCE REQUIREMENTS AND DAMAGE OR DESTRUCTION**

**30.1 Property Insurance.**

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

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

**30.2 General Liability Insurance.**

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

### **30.3 Automobile.**

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

### **30.4 Workers’ Compensation.**

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

### **30.5 Proof of Insurance.**

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

### **30.6 Review of Coverage Limits.**

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

### **30.7 Coverage Locations.**

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

### **30.8 Additional Policies.**

Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary. The purchase of insurance by the Lessee shall in no event be construed as a fulfillment or discharge of the obligations

set forth in this Agreement. All insurance coverages maintained by Lessee shall be primary insurance as respect to the City. Any insurance or self-insurance maintained by the City shall be in excess and non-contributory to Lessees insurance.

### **30.9 Insurer Minimum Requirements.**

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

## **ARTICLE – XXXI** **HAZARDOUS MATERIALS**

### **31.1 Covenant with Respect to Hazardous Materials.**

Lessee warrants that no Hazardous Materials (hereinafter defined) will be disposed in the sewer system, dumpster, on the ramp/apron or any other location on the Airport. Disposal of all Hazardous Material shall be in accordance with all appropriate City, county, state and federal regulations. Tenant shall all times maintain insurance coverage for clean-up of Hazardous Material in the event of a spill. The City may require a bond or insurance sufficient to guarantee clean up in the event of a spill. For the Purposes of this Agreement the Terms “**Hazardous Materials**” shall mean and refer to any and all “pollutants”, “hazardous substances”, “hazardous wastes”, “hazardous materials”, “solid wastes” or “toxic substances” as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as amended or other similar federal, state and local environmental laws and ordinances or the rules or regulations promulgated pursuant thereto, including, without limitation, polychlorinated biphenyls (PCBs) and commercially processed asbestos, petroleum products or radioactive materials,



except for immaterial quantities of Hazardous Materials resulting from the normal use of cleaning materials, pesticides and herbicides on the Demised Premises in conformance with applicable Legal Requirements.

**31.2 Storage of Hazardous Material.**

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

**31.3 Cleanup and Indemnity.**

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

**31.4 Aircraft Painting.**

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

**31.5 Fuel Disposal.**

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

**ARTICLE – XXXII**  
**ENTIRE AGREEMENT**

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

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

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

THE CITY OF MANASSAS

\_\_\_\_\_  
Airport Director  
City of Manassas, Virginia

ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

LESSEE

\_\_\_\_\_  
By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

**EXHIBIT A**  
**METES AND BOUNDS DESCRIPTION**

