



City of Manassas, Virginia

Washington Manassas Airport Commission Meeting

AGENDA

Washington Manassas Airport Commission Meeting

Terminal Building - 1st Floor Conference Room

10600 Harry Parrish Boulevard

Manassas, VA 20110

Thursday, October 15, 2026

Call to Order - 7:00 p.m.

Vote to allow virtual attendance - if applicable

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 Meeting Minutes from September 24, 2026
[Commission Meeting Minutes September 24 2026.docx](#)

2. Airport Director's Report

- 2.1 Airport Directors Report**
[Airport Director's Report October 2026.docx](#)
- 2.2 Revenues, Expenses, Aging and Bill Sheet**
[Revenus as of 10-7-26.xlsx](#)
[Expenses as of 120-7-26.xlsx](#)
[Aging as of 10-13-26.xlsx](#)
[Bill Sheet as of 10-7-26.xlsx](#)
- 2.3 Tie-Down, Hangar Occupancy and Noise Report**
[Monthly Statistics \(OPS\)September 2026 Statistics.pdf](#)
[VirtowerOpsSept2026.pdf](#)
[Web Report - September 2026.pdf](#)
- 2.4 Airport Construction Projects Update (Mr. Richard Allabaugh, Supervisor Operations)**
[Construction Projects 10-26.pptx](#)

3. Presentations

- 3.1 AvPorts Update**
[AvPorts Presentation.pptx](#)
- 3.2 Train to Plane Marketing & Service Increase (Katie Choe, CEO)**
[VRE Washington Manassas Airport - 2026-10-15.pptx](#)
- 3.3 Passenger Facility Charges (PFC) (Mr. Jeff Breeden, Senior Airport Planner, DOAV)**
[HEF PFC Overview .pdf](#)
- 3.4 Air Carrier Incentive Program (ACIP), (Matt Townsend, Director, Frasca & Associates)**
[HEF_ASIP_Strategy FINAL 20260825.pptx](#)

4. New Business

- 4.1 RESOLUTION NO. ACR-2026-01: To Recommend to City Council that it budget and appropriate the necessary funding for the new ATC Tower from federal and state funds and the airport's restricted capital account and award the construction contract to Costello Construction.**
(Mr. Juan Rivera, Airport Director, 5 minutes)

[A Resolution to Recommend City Council B&A Funds for the ATC Tower & Taxiway B Widening from the Restricted Capital Account.doc](#)

5. Old Business

6. Consent Agenda

6.1 EAA Lease Renewal Approval Effective 12/1/2026
[EAA lease 2027.docx](#)

6.2 VRE Lease Renewal Approval Effective 12/1/2026
[VRE Lease 2026.doc](#)

7. Airport Commission Member Comments

8. City Council Liaison Comments

9. Authorization of a Closed Meeting (Reserved)

10. Certification of a Closed Meeting (Reserved)

Adjournment



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 1.1

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Approval of Meeting Minutes from September 24, 2026

Suggested Action and/or Recommendation

Suggested Motion

Item Type Minutes

Item ID 2026-1264

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [Commission Meeting Minutes September 24 2026.docx](#)



City of Manassas, Virginia
Washington Manassas Airport Commission

MINUTES

Washington Manassas Airport Commission
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard, Manassas, VA 20110
Thursday, September 24, 2026

The Washington Manassas Airport Commission held its regular meeting in the Washington Manassas Airport, 1st Floor Conference Room on the above date, attended by Chairman Rod Hall; Vice Chairman, Tony McGhee; Member Jakelin Melgar; Member Carla Cox; Member Alison Paylor; Member Phil Smith; Member William Sebesky; Member Kevin Willis

Airport Personnel in attendance: Jolene Berry, Asst. Airport Director; Nick Carr, Security; Richard Allabaugh, Operations Supervisor; Alex Del Valle Mari, Operations; Patty Bibber, Secretary

Chairman Rod Hall called the meeting to order at 7:04 pm.

Vote to Allow Virtual Attendance

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.

Bob Hepp with Aviation Adventures spoke on the transition changes here at the airport.

1. Approval of Minutes

Vice Chairman Anthony McGhee MOVED to approve the meeting minutes from July 16, 2026, **SECONDED BY Commissioner Jakelin Melgar MOVED and CARRIED UNANIMOUSLY**

2. Airport Director's Report

- 2.1** NEW ATC TOWER (DESIGN) - The 100% design development documents have been completed. The final design should be completed by mid-April of next year. Bid Advertisement is scheduled for May 4th.
- Bid Advertisement – July 29, 2026
 - Pre-Bid Meeting – August 5, 2026
 - Construction Bid Opening – October 2, 2026
 - Review Bids – October 2, 2026
 - FAA BIL Grant Offer, Received, Executed & NTP – October 2026
- 2.2** RUNWAY 16L-34R REHABILITATION (DESIGN) - The Runway 16L-34R Rehabilitation Project was advertised for bids through the City's Purchasing Department, and we received two bids at the appropriate date and time. The apparent low bidder is Chemung Construction. The Airport received good news from the FAA, they were able to find additional funding so that the Airport will be able to proceed with the entire project (Base bid only or Base Bid plus Additive Bid). We are waiting for the grant offer from the FAA. It is anticipated that the project will start in the spring of 2027.
- 2.3** ARFF STATION RENOVATION - The ARFF station has been completed and ARFF personnel have moved into the building. We are waiting for 3 security cameras to be delivered so that they can be installed in the building.
- 2.4** UPDATE SWPPP AND SPCC PLAN - Delta Airport Consultants is updating the Airport's Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) Plan in support of the General Virginia Pollutant Discharge Elimination System (VPDES) permit application that was completed in May. Delta has engaged Bowman as a subconsultant to assist with the updates. The Virginia Department of Environmental Quality (DEQ) conducted a site visit on June 3, 2026, as part of the permitting process.
- The SWPP and SPCC plans will be finalized shortly after the DEQ issues the new VPDES permits. The Airport is expecting a draft VPDES permit from the DEQ in October
- 2.5** TAXIWAY B WIDENING PROJECT (DESIGN) - Delta has completed the 60% design. The Airport staff participated in an in-person "page turn" with Delta on July 23, 2026. The VDOA provide a few comments that have been addressed by Delta. There will be some revisions to some of airfield directional signs.
- 2.6** AIRPORT FINANCIAL CONSULTANTING PROJECTS - The Airport Director has been working with Mr. Matt Townsend from Frasca to continue the process of developing the airport landing fees, as well as the Airline Service Incentive Plan or ASIP. The Director and Frasca have made presentations to Avports regarding the landing fees, as well as two different airlines.
- 2.7** AIRPORT PERSONNEL – All Airport Divisions are fully staffed. The new Airfield Electrician will begin on Monday, September 21st.

- 2.8 RTR REPLACEMENT – The staff received an updated RA form the FAA for their review of the RTR. RS&H has sent the Airport staff the proposal for the RTR design. The staff is working on getting an IFE done. Since this project was not anticipated, staff will have to use some of its fund balance to pay for the design and construction.
- 2.9 OBSERVATION ROAD RELOCATION – (Construction) We are awaiting receipt of third FAA grant so we can prepare the next RFR. RS&H will finish the construction report with AIP number for the third grant (AIP-60?). RS&H are also working on post-construction LOMR with as-built contours from Phillips.
- 2.10 FUEL FARM UPGRADES - The Airport staff received a VDOA grant for this project and have issued RS&H a Purchase Order (P.O.) to start on the project.
- 2.11 SMS IMPLEMENTATION PLAN - The Airport staff worked with the FAA to determine that the Airport will have to move forward with its SMS plan by February of 2027. No funding for this project has been identified at this time, but the Airport may be able to use its Non-primary Entitlements (NPE). That would only be \$150,000, and would not cover the entire cost of the plan.

3. Presentations

- 3.1 Quarterly Security Presentation (Nick Carr, Security Coordinator)
- 3.2 Quarterly Operations Presentation (Richard Allabaugh, Operations Supervisor)
- 3.3 DBE Program Presentation Ken Weeden & Associates, Inc. (Kevin Weeden, Senior Vice Present)

4. New Business

n/a

5. Old Business

- 5.1 Commission Bylaws Second Review (Rod Hall, Chairman)
- 5.2 Retreat Update (Carla Cox, Commission Member)

6. Consent Agenda

7. Airport Commission Members Comments (If Available)

8. City Council Liaison Comments (Vice Mayor Mark Wolfe)

9. Authorization of a Closed Meeting (Reserved)

10. Certification of a Closed Meeting

Adjournment

Meeting adjourned at 8:49 pm

Secretary

Chairman

Date



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 2.1

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Airport Directors Report

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1265

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

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

Airport Director's Office

Juan E. Rivera

Memorandum

October 8, 2026

TO: Washington Manassas Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: **AIRPORT DIRECTOR'S REPORT FOR OCTOBER 2026**

TERMINAL AREA CONSTRUCTION

Avports has started the first phase of terminal area construction, which involves constructing a new terminal building, expanding the existing parking lot, and building an economy lot. The east ramp has been cleared of aircraft, and the equipment storage building is being demolished to make way for the new terminal building. The equipment storage building will be relocated to an area south of Taxiway Foxtrot.

Avports has also assumed control of the existing terminal building and has started paying ground and building rent to the Airport. Avports is now required to cover the cost of all utilities and the cleaning and maintenance of the building.

NEW ATC TOWER (DESIGN/CONSTRUCTION)

The City received three bids for the construction of the new ATC Tower. One bid was deemed nonresponsive and was not considered. The apparent low bidder is Costello Construction, with a base bid of \$29,172,862.50. RS&H has provided the Airport staff with a Recommendation for Award letter. RS&H is finalizing the site plan and building permits with the City. We are standing by to submit the FAA and state grant applications once the FAA gives its approval to do so. The Airport staff is also conducting an IFE of RS&H's construction services fees.

RUNWAY 16L-34R REHABILITATION (DESIGN)

The Airport staff is waiting for the FAA grant for this project. Once the grant is received, we can move forward with issuing a P.O. to the contractor and RS&H. Once the contracts are finalized, an administrative kick-off meeting will be scheduled. Construction is anticipated to begin in spring 2027.

SWPPP AND SPCC PLAN UPDATE

Delta Airport Consultants is updating the Airport's Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) Plan in support of the General Virginia Pollutant Discharge Elimination System (VPDES) permit.

Airport Director's Office

Juan E. Rivera

The DEQ must approve the Airport's VPDES permit before Delta can complete the SWPPP and SPCC plans. It is anticipated that the DEQ will hold a public hearing in October.

TAXIWAY B WIDENING PROJECT (DESIGN)

Delta has completed the 90 percent design. The Airport staff will participate in an in-person "page-turn" meeting with Delta on October 21, 2026. The project is anticipated to be bid in December 2026, with construction beginning in spring 2027. Delta is scheduled to present an update to the Airport Commission at the November meeting.

AIRPORT FINANCIAL CONSULTING PROJECTS

The Airport Director has been working with Mr. Matt Townsend from Frasca to continue the process of developing the airport landing fees, as well as the Airline Service Incentive Plan (ASIP). The Airport Director and Frasca have made presentations to Avports regarding the landing fees, as well as to two different airlines. Frasca will start reviewing the Airport's Airport/Airline Use Agreement as well.

AIRPORT PERSONNEL

All Airport divisions are fully staffed. The Airport Director will be requesting one new position in the FY 2028 budget. The new position would be an Airport Finance Manager. This position would have to be approved by the City Manager and the City Council.

RTR REPLACEMENT

RS&H has sent the Airport staff a proposal for the RTR design. Since this project was not anticipated, staff will have to use some of its fund balance to pay for the design and construction as part of the new ATC tower construction project. When the funds are budgeted and appropriated, the Airport staff will issue RS&H a P.O. We are still waiting for the FAA to provide us with a RA cost estimate for design and construction.

OBSERVATION ROAD RELOCATION (CONSTRUCTION)

All three AIG grants have been reimbursed up to 90 percent. RS&H is finalizing the LOMAR for submission to the City prior to going to FEMA for final approval. A warranty walkthrough of the project is being scheduled with Phillips Construction.

FUEL FARM UPGRADES

The Airport staff received a VDOA grant for this project and has issued RS&H a Purchase Order (P.O.) to start work on the project. RS&H is developing a schedule and coordinating a topographic survey of the fuel farm.

Airport Director's Office

Juan E. Rivera

SMS IMPLEMENTATION PLAN

The Airport staff worked with the FAA to determine that the Airport will have to move forward with its SMS plan by March 2027. No funding for this project has been identified at this time, but the Airport may be able to use its Non-primary Entitlements (NPE). That would be only \$150,000 and would not cover the entire cost of the plan. RS&H has been selected to develop the draft SMS plan.

UPCOMING EVENTS

New ATC Tower Groundbreaking: October 20, 2026

Aviation Career Fair: November 5, 2026

Airport Town Hall Meeting: November 10, 2026

Juan E. Rivera

Juan E. Rivera, Director
Manassas Regional Airport



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 2.2

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Revenues, Expenses, Aging and Bill Sheet

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1266

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [Revenus as of 10-7-26.xlsx](#)
- [Expenses as of 120-7-26.xlsx](#)
- [Aging as of 10-13-26.xlsx](#)
- [Bill Sheet as of 10-7-26.xlsx](#)

Revenues as of 10/7/2026

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNS/ADJ	REV BUDGET	EXPENDED	AVAIL BUDGET	% USED
57097400	315001	Interest on Pooled Cash	0	0	0	-363,341.22	363,341	100.00
57097400	315003	Interest on Investment	0	0	0	-1,315,543.77	1,315,544	100.00
57097400	315200	Leases and Rents	-3,629,200	0	-3,629,200	-3,101,343.51	-527,856	85.50
57097400	315204	Hangar Rentals	-998,800	0	-998,800	-911,661.11	-87,139	91.30
57097400	Total 57097400 Use of Money & Prope		-4,628,000	0	-4,628,000	-5,691,889.61	1,063,890	123.00
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	-118,906.98	-23,093	83.70
57097600	317520	Airport Fuel Flowage Fees	-255,000	0	-255,000	-304,568.03	49,568	119.40
57097600	317530	Airport Security Surcharge	-55,000	0	-55,000	-63,738.64	8,739	115.90
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	-5,996.25	-13,504	30.80
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	-36,607.17	6,607	122.00
57097600	Total 57097600 Airport Charges for		-537,000	0	-537,000	-529,837.07	-7,163	98.70
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-3,247.45	747	129.90
57097700	318070	Avports Reimb-ARFF Ops	-600,000	0	-600,000	-715,877.27	115,877	119.30
57097700	318071	Avports Reimb-Security Program	-650,000	0	-650,000	-161,163.18	-488,837	24.80
57097700	318072	Avports Reimb-AOC Part 139Cert	-510,000	0	-510,000	-250,810.98	-259,189	49.20
57097700	318426	Card Replacement Fees	0	0	0	-100.00	100	100.00
57097700	318650	Airport Commercial Op Permit	-5,500	0	-5,500	-11,065.00	5,565	201.20
57097700	318710	Cash Over/Short-Airport	0	0	0	2.37	-2	100.00
57097700	Total 57097700 Other Local Rev-Gene		-1,768,000	0	-1,768,000	-1,142,261.51	-625,738	64.60
57098200	332010	FAA Tower Rent from Fed Govt	-16,000	0	-16,000	-15,576.00	-424	97.40
57098200	332011	FAA Tower Reimbursements	-34,000	0	-34,000	-29,343.19	-4,657	86.30
57098200	Total 57098200 Federal Non-Categori		-50,000	0	-50,000	-44,919.19	-5,081	89.80
57098688	349200	Capitalize Exp GAAP Adj	0	0	0	-6,755,008.61	6,755,009	100.00
57098688	Total 57098688 Capital Contribution		0	0	0	-6,755,008.61	6,755,009	100.00
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 fro		0	-1,143,814	-1,143,814	0.00	-1,143,814	0.00
		Revenue Total	-6,983,000	-1,143,814	-8,126,814	-14,163,915.99	6,037,102	174.30

Expenses as of 10/7/2026

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNS/ADJ	REV BUDGET	EXPENDED	ENCUMB	AVAIL BUDGET	% USED
57003703	411000	Salaries and Wages	890,000	0	890,000	816,663.23	0.00	73,337	91.80
57003703	411075	S&W-Housing Stipend	3,500	0	3,500	3,985.48	0.00	-485	113.90
57003703	412000	S&W-On-Call	30,000	0	30,000	23,403.49	0.00	6,597	78.00
57003703	412002	S&W-Language Stipend	0	0	0	7.69	0.00	-8	100.00
57003703	413001	Holiday Benefit	0	0	0	330.66	0.00	-331	100.00
57003703	416000	S&W-Overtime	30,000	0	30,000	19,332.36	0.00	10,668	64.40
57003703	416010	Hours Worked on a Holiday	5,000	0	5,000	225.81	0.00	4,774	4.50
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	7,149.50	0.00	-7,150	100.00
57003703	420004	FICA	0	0	0	63,195.53	0.00	-63,196	100.00
57003703	420006	Virginia Retirement System	0	0	0	127,054.88	0.00	-127,055	100.00
57003703	420008	Group Health	0	0	0	81,943.60	0.00	-81,944	100.00
57003703	420010	Worker's Compensation	0	0	0	4,576.37	0.00	-4,576	100.00
57003703	420012	Group Term Life Insurance	0	0	0	9,949.12	0.00	-9,949	100.00
57003703	420014	Long Term Disability	0	0	0	3,408.02	0.00	-3,408	100.00
57003703	420016	Unemployment	0	0	0	89.79	0.00	-90	100.00
57003703	420031	Car Allowance	6,100	0	6,100	6,023.09	0.00	77	98.70
57003703	431000	Professional Services	180,000	6,318	186,318	44,069.00	0.00	142,249	23.70
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	1,125.86	0.00	4,874	18.80
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	85,524.90	0.00	-5,606	107.00
57003703	439037	Credit Card Fees	0	0	0	570.56	0.00	-571	100.00
57003703	441000	Information Technology Charges	73,510	0	73,510	73,510.00	0.00	0	100.00
57003703	441005	Phones and Voicemail Charges	36,140	0	36,140	36,140.00	0.00	0	100.00
57003703	441045	GIS/Data Services Charges	17,370	0	17,370	17,370.00	0.00	0	100.00
57003703	441050	IT Purchases Mid-Year	8,000	0	8,000	3,531.22	0.00	4,469	44.10
57003703	442000	Motor Vehicle Charges	86,180	0	86,180	86,180.00	0.00	0	100.00
57003703	442050	Vehicle Purch Mid-Year Airport	0	0	0	46,596.20	0.00	-46,596	100.00
57003703	444000	Cost Allocation Charges	220,000	0	220,000	220,000.00	0.00	0	100.00
57003703	447000	Radio Charges	1,560	0	1,560	1,560.00	0.00	0	100.00
57003703	451001	Utilities	30,000	0	30,000	10,872.24	0.00	19,128	36.20
57003703	451002	City Utility Charges	145,000	0	145,000	140,435.42	0.00	4,565	96.90
57003703	452003	Cell Phone Charges	6,000	0	6,000	6,877.50	0.00	-878	114.60
57003703	452007	Cable/Satellite TV Service	2,000	0	2,000	4,431.80	0.00	-2,432	221.60
57003703	452008	Telephone Service Charges	500	0	500	123.00	0.00	377	24.60
57003703	452009	Long Distance Charges	100	0	100	41.21	0.00	59	41.20

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNS/ADJ	REV BUDGET	EXPENDED	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	2,196.36	0.00	1,304	62.80
57003703	455001	Mileage	1,000	0	1,000	569.32	0.00	431	56.90
57003703	455002	Training and Travel	24,000	0	24,000	15,152.64	0.00	8,847	63.10
57003703	455005	Meeting / Business Expense	7,000	0	7,000	3,279.42	0.00	3,721	46.80
57003703	458000	Dues Memberships & Other Exp	7,000	0	7,000	7,684.00	0.00	-684	109.80
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	5,166.69	0.00	-1,167	129.20
57003703	462000	Other Supplies	19,000	0	19,000	12,235.15	0.00	6,765	64.40
57003703	463000	Books and Subscriptions	3,000	0	3,000	6,640.59	0.00	-3,641	221.40
57003703	464000	Uniforms and Safety Apparel	8,000	0	8,000	4,600.76	0.00	3,399	57.50
57003703	Total 57003703 Airport Operations		2,491,960	46,237	2,538,197	2,051,286.24	0.00	486,910	80.80
57003710	433000	Maintenance Services	65,000	0	65,000	28,255.88	0.00	36,744	43.50
57003710	433001	Refuse Collection Services	6,200	0	6,200	8,936.38	0.00	-2,736	144.10
57003710	433003	Janitorial Services	50,000	0	50,000	50,539.52	0.00	-540	101.10
57003710	433006	Mowing Services	30,000	10,760	40,760	30,501.30	0.00	10,259	74.80
57003710	433008	HVAC	20,000	0	20,000	35,280.29	0.00	-15,280	176.40
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	60,602.50	0.00	-30,603	202.00
57003710	433012	Airfield Lighting Maintenance	45,000	0	45,000	5,276.69	0.00	39,723	11.70
57003710	433014	Elevator Inspections	2,500	0	2,500	3,091.25	0.00	-591	123.70
57003710	433015	Vehicle/Apparatus Maintenance	50,000	0	50,000	28,012.97	0.00	21,987	56.00
57003710	439000	Other Purchased Services	45,000	0	45,000	22,218.42	0.00	22,782	49.40
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	20,423.29	0.00	-2,423	113.50
57003710	439014	Security Services	104,590	0	104,590	76,125.36	0.00	28,465	72.80
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	21,462.94	0.00	-1,463	107.30
57003710	462001	Tools	20,000	0	20,000	11,920.91	0.00	8,079	59.60
57003710	462044	Airfield Lighting Supplies	25,000	0	25,000	8,647.63	0.00	16,352	34.60
57003710	462046	Airport Hanger Supplies	15,000	0	15,000	3,253.60	0.00	11,746	21.70
57003710	462047	Airfield Supplies	50,000	0	50,000	34,517.54	0.00	15,482	69.00
57003710	462048	Security Supplies	35,000	0	35,000	16,509.30	0.00	18,491	47.20
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	172.00	0.00	4,828	3.40
57003710	462067	Maintenance Supplies	3,500	0	3,500	4,512.36	0.00	-1,012	128.90
57003710	466000	Building and Repair Materials	45,000	0	45,000	2,067.83	0.00	42,932	4.60
57003710	467000	Fuels/Oils/Lubricants	13,000	0	13,000	12,860.17	0.00	140	98.90
57003710	468000	Vehicle/Equipment Parts/Supp	20,000	11,813	31,813	34,238.59	0.00	-2,426	107.60
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	951,872.60	0.00	284,039	77.00
57003711	433000	Maintenance Services	10,000	0	10,000	10,568.00	0.00	-568	105.70

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNS/ADJ	REV BUDGET	EXPENDED	ENCUMB	AVAIL BUDGET	% USED
57003711	433008	HVAC	6,000	0	6,000	667.45	0.00	5,333	11.10
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	810.00	0.00	1,690	32.40
57003711	462000	Other Supplies	25,000	0	25,000	1,870.84	0.00	23,129	7.50
57003711	Total 57003711 FAA Tower Nonreimbur		45,500	0	45,500	13,916.29	0.00	31,584	30.60
57003712	433000	Maintenance Services	12,000	0	12,000	9,344.53	0.00	2,655	77.90
57003712	451002	City Utility Charges	21,000	0	21,000	18,806.98	0.00	2,193	89.60
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	831.54	0.00	168	83.20
57003712	Total 57003712 FAA Tower Reimbursab		34,000	0	34,000	28,983.05	0.00	5,017	85.20
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	2,479.00	0.00	2,521	49.60
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	695.75	0.00	6,304	9.90
57003713	Total 57003713 Airport-Special Proj		15,100	0	15,100	3,174.75	0.00	11,925	21.00
57003717	439000	Other Purchased Services	770,000	0	770,000	690,032.97	0.00	79,967	89.60
57003717	462000	Other Supplies	20,000	0	20,000	20,244.11	0.00	-244	101.20
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 Operati		810,000	0	810,000	715,877.27	0.00	94,123	88.40
57003718	411000	Salaries and Wages	95,000	0	95,000	93,805.56	0.00	1,194	98.70
57003718	413001	Holiday Benefit	0	0	0	74.80	0.00	-75	100.00
57003718	416000	S&W-Overtime	0	0	0	1,037.27	0.00	-1,037	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	848.16	0.00	-848	100.00
57003718	420004	FICA	0	0	0	6,968.70	0.00	-6,969	100.00
57003718	420006	Virginia Retirement System	0	0	0	16,247.36	0.00	-16,247	100.00
57003718	420008	Group Health	0	0	0	17,056.16	0.00	-17,056	100.00
57003718	420010	Worker's Compensation	0	0	0	35.53	0.00	-36	100.00
57003718	420012	Group Term Life Insurance	0	0	0	1,157.69	0.00	-1,158	100.00
57003718	420014	Long Term Disability	0	0	0	532.63	0.00	-533	100.00
57003718	420016	Unemployment	0	0	0	12.00	0.00	-12	100.00
57003718	439014	Security Services	677,450	0	677,450	4,475.24	0.00	672,975	0.70
57003718	441050	IT Purchases Mid-Year	2,000	0	2,000	129.99	0.00	1,870	6.50
57003718	462039	Computer Software	17,000	0	17,000	15,000.00	0.00	2,000	88.20
57003718	462048	Security Supplies	31,000	0	31,000	3,782.09	0.00	27,218	12.20
57003718	Total 57003718 Airport-Security Pro		862,450	0	862,450	161,163.18	0.00	701,287	18.70
57003719	411000	Salaries and Wages	260,000	0	260,000	165,897.66	0.00	94,102	63.80
57003719	412000	S&W-On-Call	0	0	0	4,706.38	0.00	-4,706	100.00
57003719	412001	S&W-Shift Differential	0	0	0	18.90	0.00	-19	100.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APP	TRNS/ADJ	REV BUDGET	EXPENDED	ENCUMB	AVAIL BUDGET	% USED
57003719	413001	Holiday Benefit	0	0	0	179.16	0.00	-179	100.00
57003719	416000	S&W-Overtime	0	0	0	9,266.89	0.00	-9,267	100.00
57003719	416010	Hours Worked on a Holiday	0	0	0	575.30	0.00	-575	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	3,082.31	0.00	-3,082	100.00
57003719	420004	FICA	0	0	0	13,706.86	0.00	-13,707	100.00
57003719	420006	Virginia Retirement System	0	0	0	26,166.55	0.00	-26,167	100.00
57003719	420008	Group Health	0	0	0	22,725.30	0.00	-22,725	100.00
57003719	420010	Worker's Compensation	0	0	0	465.93	0.00	-466	100.00
57003719	420012	Group Term Life Insurance	0	0	0	2,025.81	0.00	-2,026	100.00
57003719	420014	Long Term Disability	0	0	0	918.24	0.00	-918	100.00
57003719	420016	Unemployment	0	0	0	56.15	0.00	-56	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	250,846.98	0.00	126,153	66.50
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	1,221,456.00	0.00	89,000	93.20
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	1,429,531.00	0.00	779,125	64.70
57008888	417000	Pension Expense	0	0	0	17,131.00	0.00	-17,131	100.00
57008888	417500	Compensated Absences Expense	0	0	0	32,636.61	0.00	-32,637	100.00
57008888	418000	OPEB Expense	0	0	0	38,163.00	0.00	-38,163	100.00
57008888	439000	Other Purchased Services	0	0	0	-21,776.35	0.00	21,776	100.00
57008888	471000	Equipment & Machinery Purch	0	0	0	-432,445.88	0.00	432,446	100.00
57008888	486100	Loss/Gain on Asset Disposal	0	0	0	53,617.78	0.00	-53,618	100.00
57008888	487000	Depreciation Expense	0	0	0	3,223,762.09	0.00	-3,223,762	100.00
57008888	481001	Principal - Bonds Payable	0	0	0	-205,000.00	0.00	205,000	100.00
57008888	481021	Interest - Bonds Payable	0	0	0	-3,075.00	0.00	3,075	100.00
57008888	Total 57008888 Airport-GAAP Entries		0	0	0	2,703,013.25	0.00	-2,703,013	100.00
Expense Total			6,983,000	1,143,814	8,126,814	8,309,664.61	0.00	-182,851	102.20

Aging as of 10/13/2026

Cust #	Customer Name	Bill #	Billed Date	Unpaid	Billed	Adjusted	Paid	30 to 60	61 to 90	91 to 120	Over 120	Due
36522	JARRELL, JOSHUA	101302	08/01/2026	\$20.00	\$85.00	\$10.00	\$75.00	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
379161	APP JET CENTER	7415	08/17/2026	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
				\$270.00	\$335.00	\$10.00	\$75.00	\$270.00	\$0.00	\$0.00	\$0.00	\$270.00

36522	JARRELL, JOSHUA	Emailed 10/6										
379161	APP JET CENTER	Sent email 10/1 broken light fixture - Invoice sent 10/2										

Bill Sheet as of 10/7/2026

Vendor	Description	Net Amount
ASSOCIATED BUILDING MAINTENANCE	Special Event Clean up/Custodial Services	5,019.82
CINTAS CORP. #145	Tower Mats/Mats/Misc	499.50
COMMERCIAL LIGHTING COMPANY	LED lightbulbs	580.49
FANNON PETROLEUM SERVICES INC	Off Road Diesel	3,061.15
FRASCA & ASSOCIATES LLC	3/5-6/30/26 Proposal for Methodology Landing fee	15,300.00
JOANNA INC	Installed & programed Click to enter device	4,383.26
NATIONAL BUSINESS AVIATION ASSOCIATION	NBAA Membership	499.00
PRO-TEC FIRE SERVICES INC	Fire Fighter services Contract #24P001A	39,653.42
RENT-A-JOHN OF VIRGINIA LLC	08/19-09/14/2026 Porta Potties West Side	210.00
ROBERTS OXYGEN CO INC	Rental for Cylinder of Gas	590.00
TRIVERA INTERACTIVE INC	Annual Website Hosting MRA-433-01	5,400.00
UNIVERSAL PROTECTION SERVICE LLC	Security Service for the airport	1,686.00
USI INSURANCE SERVICES LLC	Airport Liability Insurance	32,980.00
VIRTOWER LLC	KHEF Virtower Agreement Aug 2026	500.00
WHITE HAWK AVIATION	Fix broken windsheild	726.00
WHITLOCK DALRYMPLE POSTON INC	Special Inspections & Materials Testing Services	1,912.50

113,001.14



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 2.3

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Tie-Down, Hangar Occupancy and Noise Report

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1267

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [Monthly Statistics \(OPS\)September 2026 Statistics.pdf](#)
- [VirtowerOpsSept2026.pdf](#)
- [Web Report - September 2026.pdf](#)

REPORTING PERIOD September 2026

This report provides a summary of airport activity for the previous month, including noise complaints, hangar and tie-down occupancy, tenant waitlist status, fuel flowage, and aircraft operations. The information is intended to provide a snapshot of operational activity, tenant utilization, and overall airfield performance.

NOISE COMPLAINTS

TOTAL	1	
Category	1	Pattern

Status: Operations continues to work with based tenants on educating them on the voluntary noise abatement program.

HANGAR OCCUPANCY

East Hangars	<u>97</u>	out of	<u>97</u>	
	100%	-		No Change
West Hangars	<u>58</u>	out of	<u>59</u>	
	98%	-		No Change
TOTAL	<u>155</u>	out of	<u>156</u>	
	99%	-		

Status: The one (1) available unit has gravel surrounding the concrete pad and drainage deficiencies, which present challenges in leasing the unit.

TIE-DOWN OCCUPANCY

TOTAL	<u>123</u>	out of	<u>144</u>	Rented
	85%	-	5	New Tenants

Status: Four (4) flight schools give were given notice that their aircraft were to transition to the west side by September 28, 2026. This included a parking plan and additional details about the transition. Moving forward, new new tie-downs leases will be assigned a space on the west side.

HANGAR WAITNG LIST

East Side	172	-	0	No Change
West Side	148	-	0	No Change
Box Hangar	16	-	0	No Change
TOTAL (Unique Names)	186	-	0	No Change

Status: All individuals currently on the waiting list are in good standing

SQUATTERS/ISSUES

Aircraft	1
<i>Status:</i>	There is one aircraft that still haven't been moved since the auction in August 2025. The individual has acquired a title and staff is currently waiting for the buyer to ferry the aircraft.

FUEL FLOWAGE

<i>Description:</i>	The first of every month or the next business day, staff records fuel flowage sales from the previous month. Tenants with fueling rights are then billed a fee based upon the gallons pumped.
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Gallons Pumped

Jet-A	261,476
AVGAS	30,791
TOTAL	292,267

OPERATIONS

<i>Description:</i>	The FAA's database is typically a few months behind as they reconcile information. Numbers reported will be from Virtower, the Airport's flight tracking subscription service. An operations is defined as either a single takeoff or a single landing.
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Takeoffs	4,932
Landings	4,952
TOTAL	9,884

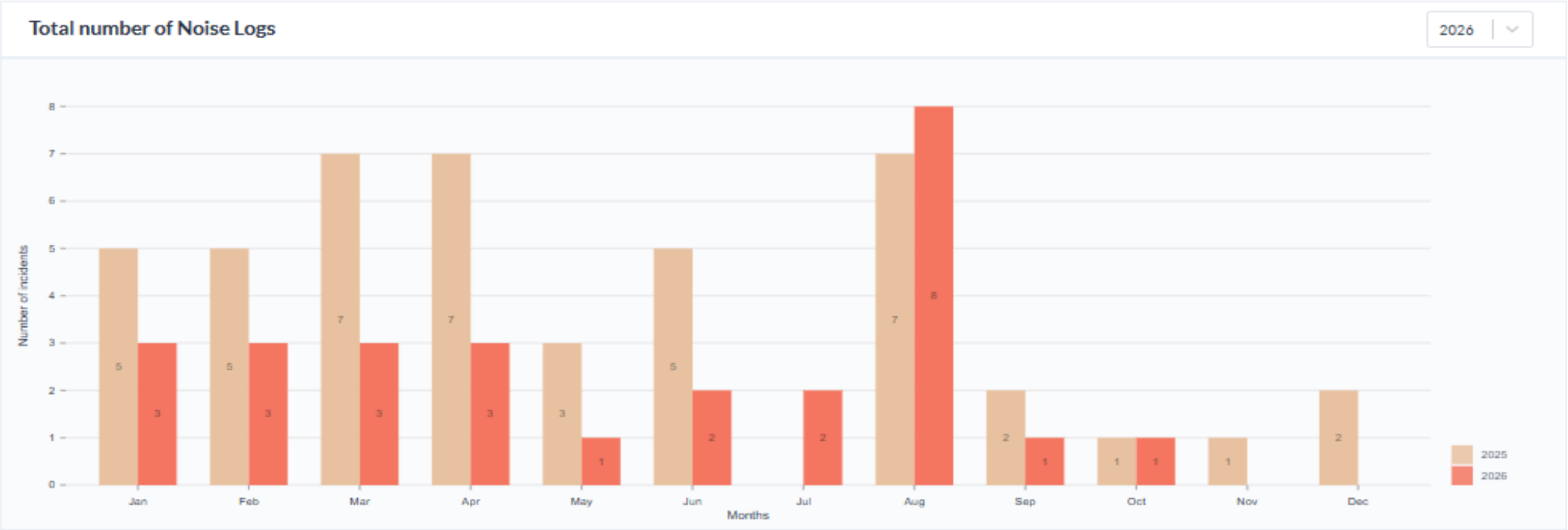
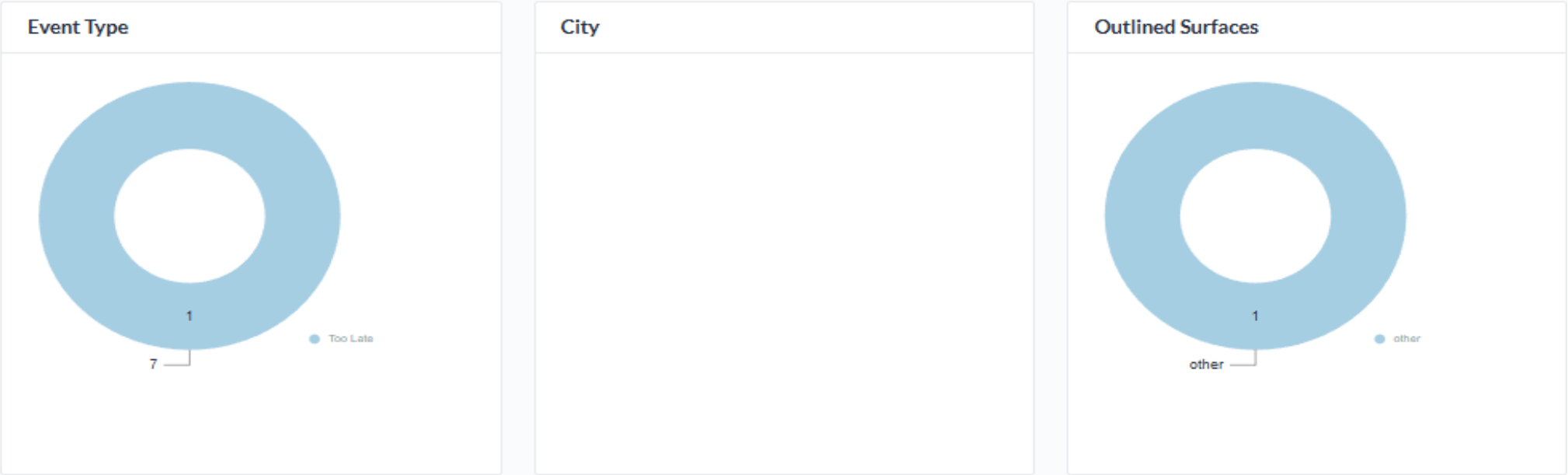
<i>Description:</i>	Local aircraft are defined as an aircraft that originates from Manassas and lands at the airport. Itinerant aircraft are aircraft that come from another airport, which could be based at Manassas.
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Operations Breakdown

Local	3,964
Itinerant	5,918
Jet Aircraft	2,518
Piston Aircraft	7,240
Helicopter	126

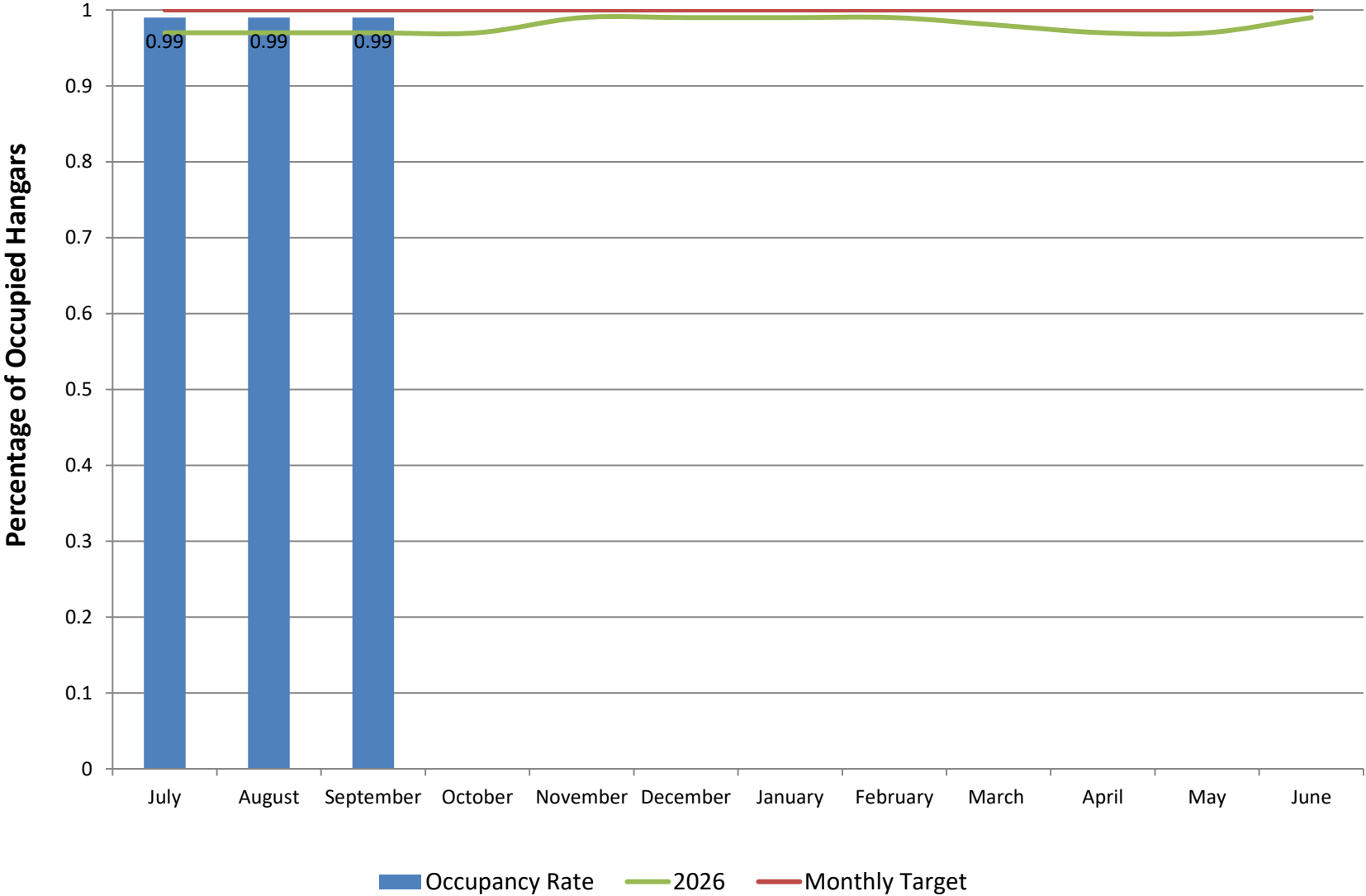
Questions? Contact Airport Operations
hefops@manassasva.gov

September 2026 Noise Statistics

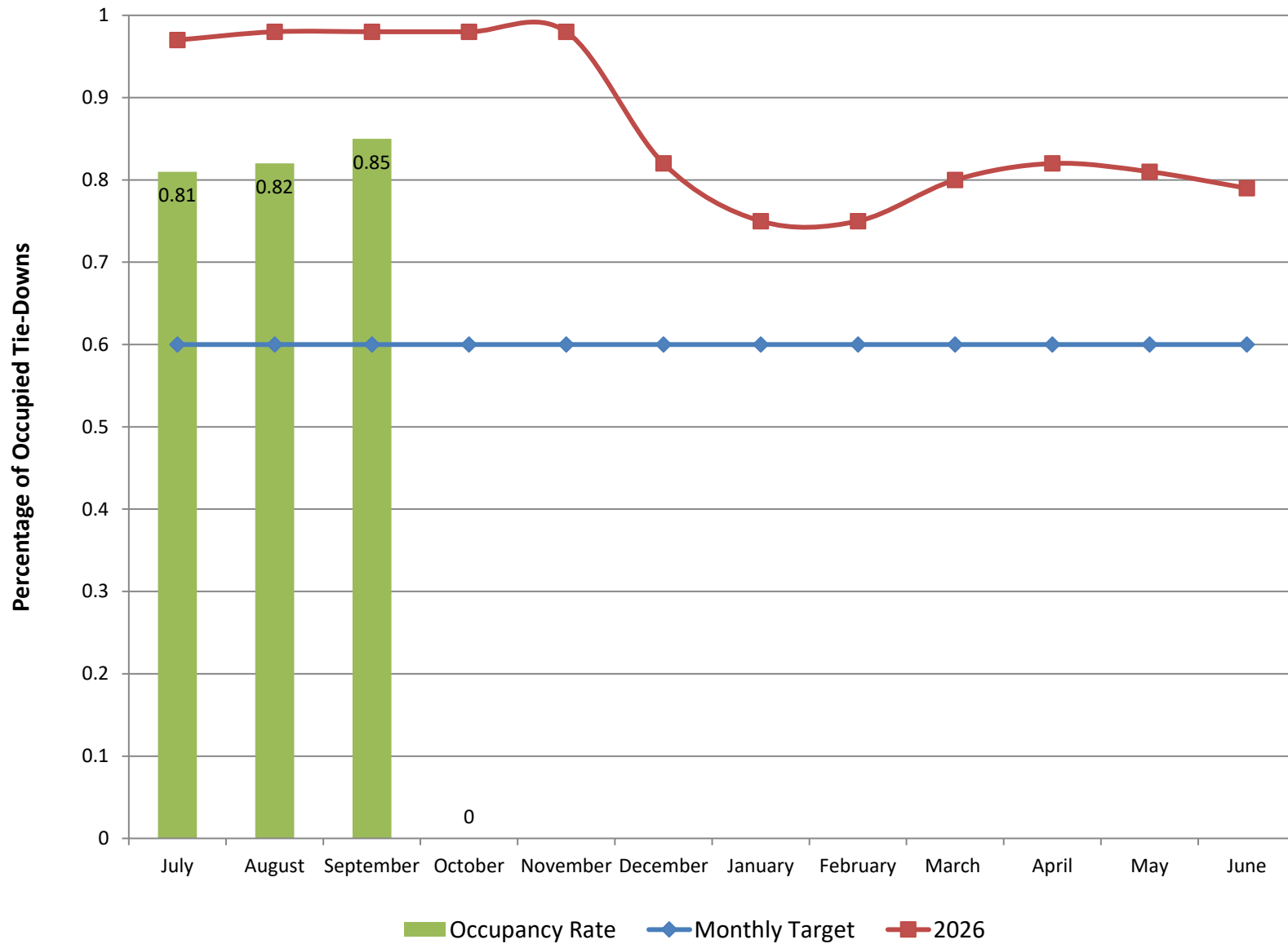


Washington Manassas Airport (KHEF)

FY2027 Hangar Occupancy Rates



FY2027 Tie-Down Occupancy Rates





VirTower LLC
13721 Jetport Commerce Pkwy, Suite 2
Fort Myers FL 33913
Phone +1 888 31 70 747
virtower.com | info@virtower.com

Airport Operations
Snapshot Local Time
Start Date 09/01/2026 00:00 LT
End Date 09/30/2026 23:59 LT

Creation 10/05/2026 10:47
User HEF_OPS
Customer ID KHEF

Summary

Landings		Take-Offs		Totals	
Single Engine	3749	Single Engine	3735	Single Engine	7484
Single Engine Turbine	276	Single Engine Turbine	275	Single Engine Turbine	551
Multi Engine	328	Multi Engine	323	Multi Engine	651
Multi Engine Turbine	49	Multi Engine Turbine	48	Multi Engine Turbine	97
Business Jet	465	Business Jet	466	Business Jet	931
Jet 2	2	Jet 2	2	Jet 2	4
Helicopter	50	Helicopter	55	Helicopter	105
Military	11	Military	10	Military	21
Military Helicopter	11	Military Helicopter	10	Military Helicopter	21
Light Sport Aircraft	2	Light Sport Aircraft	2	Light Sport Aircraft	4
Glider	2	Glider	2	Glider	4
Other	7	Other	4	Other	11
TOTAL	4952	TOTAL	4932	TOTAL	9884

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	4041	A1	4028	A1	8069
A2	238	A2	236	A2	474
B1	158	B1	157	B1	315
B2	195	B2	197	B2	392
B3	3	B3	3	B3	6
C1	25	C1	26	C1	51
C2	126	C2	124	C2	250
C3	51	C3	51	C3	102
D2	15	D2	15	D2	30
HEL	61	HEL	65	HEL	126
UKN	39	UKN	30	UKN	69
TOTAL	4952	TOTAL	4932	TOTAL	9884

Operations by Aircraft Type

virtower

Airport Operations Tracking

VirTower LLC

13721 Jetport Commerce Pkwy, Suite 2

Fort Myers FL 33913

Phone +1 888 31 70 747

virtower.com | info@virtower.com

Airport Operations

Snapshot Local Time

Start Date

09/01/2026 00:00 LT

End Date

09/30/2026 23:59 LT

Creation

10/05/2026 10:47

User

HEF_OPS

Customer ID

KHEF

Single Engine		Single Engine Turbine		Multi Engine		Multi Engine Turbine		Business Jet	Jet 2	Jet NB		Jet 4		Jet WB		Helicopter	
AA5	13	C208	2	AEST	2	AC95	2	ASTR	4	B737	2					AS50	5
BE19	1	EPIC	9	BE55	57	B190	2	BE40	4	Others	2					B06	33
BE23	13	M600	3	BE58	30	BE10	2	C25A	95							B407	6
BE24	2	M700	10	C303	2	BE20	32	C25M	6							B429	2
BE33	38	P46T	11	C310	7	BE300	31	C501	7							EC35	57
BE35	49	PC12	468	C337	1	BE90	8	C510	14							H60	2
BE36	33	TBM7	28	C340	2	C425	2	C525	27								
C120	3	TBM9	20	C414	12	C441	2	C550	9								
C150	587			C421	3	MU2	2	C560	31								
C170	10			C425	4	PAY1	4	C56X	41								
C172	2914			C525	2	SB20	8	C650	2								
C177	8			DA42	28	SW3	2	C680	10								
C180	4			DA62	6			C68A	14								
C182	209			MU2	2			C700	6								
C185	2			PA23	2			C750	17								
C206	16			PA27	18			CL30	2								
C208	2			PA30	92			CL35	52								
C210	10			PA31	12			CL60	23								
C240	7			PA44	365			E35L	2								
CH2T	25			PA60	2			E50P	19								
CH7A	1			PC24	2			E545	18								
COL3	4							E550	6								
COL4	4							E55P	39								
COUR	2							EA50	5								
DA40	76							F2TH	40								
DV20	238							F5EX	2								
E300	41							F900	10								
EAGL	8							FA10	6								
GLAS	3							FA20	8								
GLST	6							FA50	23								
HUSK	13							FA7X	4								
LA4	11							G280	40								
LEG2	4							GA5C	27								
M20	8							GA6C	9								
M20P	66							GALX	6								
M7	5							GL7T	2								
NAVI	2							GLEX	12								
P46T	7							GLF4	30								

Airport Operations

Snapshot Local Time

Start Date

End Date

09/01/2026 00:00 LT

09/30/2026 23:59 LT

Creation

User

Customer ID

10/05/2026 10:47

HEF_OPS

KHEF

Single Engine		Single Engine Turbine	Multi Engine		Multi Engine Turbine	Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter	
P51	12					GLF5	22					
PA24	6					GLF6	22					
PA28	2581					H25B	25					
PA32	60					H25C	2					
PA46	12					HDJT	7					
PC12	2					LJ31	34					
PL2	2					LJ45	26					
PTS1	2					LJ55	2					
RV10	6					LJ60	23					
RV12	1					PC24	30					
RV7	27					PRM1	4					
RV8	37					SF50	36					
SF50	7					Others	26					
SLG2	11											
SR20	4											
SR22	197											
T6	4											
TB20	7											
TOBA	2											
Others	59											

Military		Military Helicopter		Light Sport Aircraft		Glider		UAV		Blimp		Balloon		GND Emergency		GND Vehicle		Other	
BE20	14	AS65	21	EVOT	4	ARCP	4											UKN	5
FOUG	5																	Others	6
Others	2																		

Activity Summary

16L RUNUP	559
16R RUNUP	228
34L RUNUP	1210
34R RUNUP	1492
ALPHA 2	58
ALPHA 3	579
ALPHA 4	208



Airport Operations Tracking

VirTower LLC

13721 Jetport Commerce Pkwy, Suite 2

Fort Myers FL 33913

Phone +1 888 31 70 747

virtower.com | info@virtower.com

Airport Operations

Snapshot Local Time

Start Date

09/01/2026 00:00 LT

End Date

09/30/2026 23:59 LT

Creation

10/05/2026 10:47

User

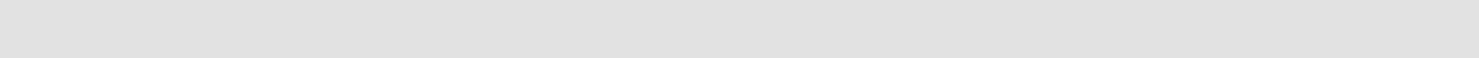
HEF_OPS

Customer ID

KHEF

ALPHA 5	618
BRAVO 1	843
BRAVO 2	275
BRAVO 3	1064
BRAVO 4	1193
BRAVO 5	195
BRAVO 6	1850
CHANTILLY RAMP	759
CHARLIE	201
CROSS BRAVO 3	43
CROSS RWY 16L	196
CROSS RWY 16R	69
CROSS RWY 34L ALPHA-KILO	19
CROSS RWY 34L KILO-ALPHA	18
CROSS TAXIWAY YANKEE	1
DELTA	100
ECHO	2004
KILO RUNUP	1
KILO RWY 34L	75
LANDING AIR MEDICAL	16
LANDING DHS HELIPAD	16
LANDING RWY 16L	925
LANDING RWY 16R	393
LANDING RWY 34L	1073
LANDING RWY 34R	2529
QUEBEC	92
ROMEO	467
RWY 34R BRIDGE	3951
SIERRA	344
TAKEOFF AIR MEDICAL	20
TAKEOFF DHS HELIPAD	25
TAKEOFF RWY 16L	896
TAKEOFF RWY 16R	379
TAKEOFF RWY 34L	987
TAKEOFF RWY 34R	2625
TANGO	168
TWY BRAVO BRIDGE	2007
UNIFORM	178

This report was generated using sensors monitoring aircraft operations at the selected airport and may not contain aircraft that do not have ADS-B. Airports that have multiple sensors deployed will also feature aircraft fitted with transponders only. The information presented is correct to the best of our knowledge from available sensors at the time: Les Goldsmith, President VirTower LLC



A All Users

Add comparison

Last month

Sep 1 - Sep 30, 2026

Reports snapshot

Views

11K

Returning user rate

12.6%

New users

5.1K

Returning users

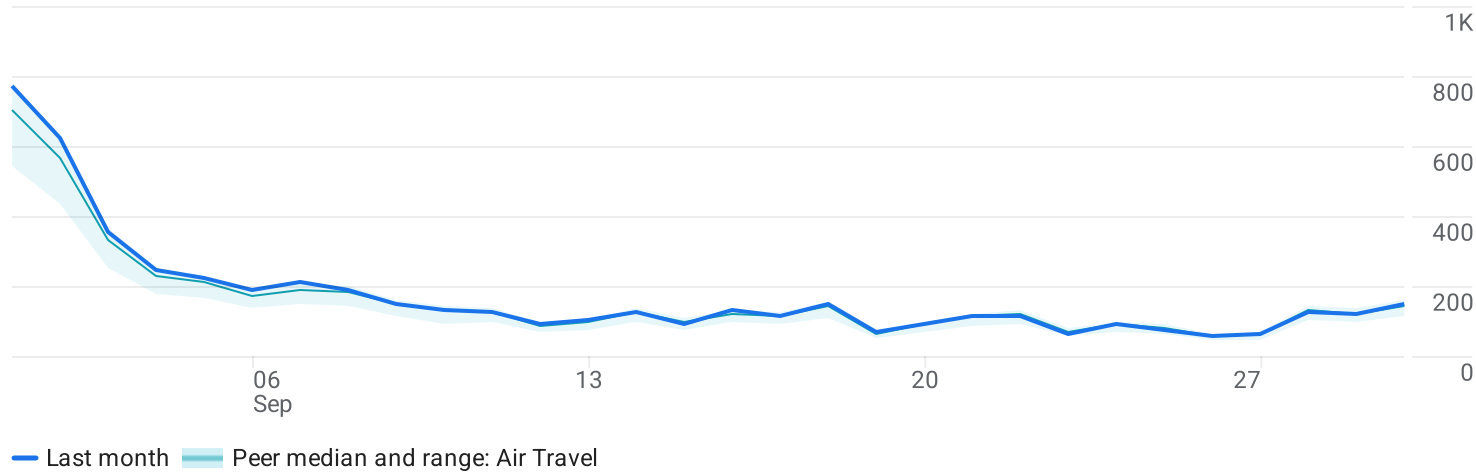
664

Qualified leads

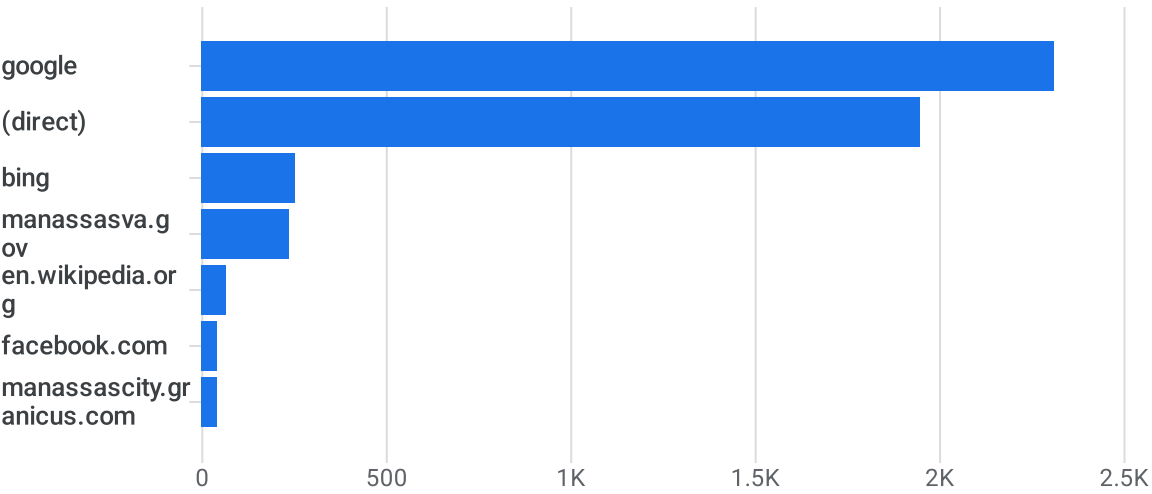
0

Converted leads

0



New users by First user source



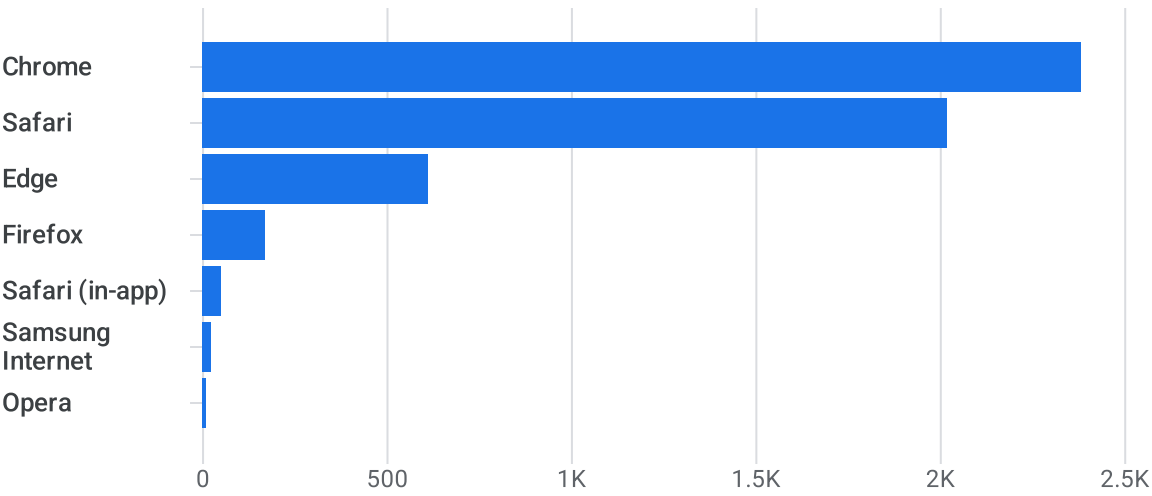
View user acquisition

Returning users by First user source

FIRST USER SOURCE	RETURNING USERS
google	321
(direct)	170
manassasva.gov	68
bing	51
manassascity.granicus.com	8
en.wikipedia.org	7
linkedin.com	6

View user acquisition

Active users by Browser



View browsers

Active users by Device model

DEVICE MODEL	ACTIVE USERS
iPhone	2.1K
iPad	35
SM-S938U	28
Pixel 10 Pro	17
SM-S948U	17
SM-S928U	16
Pixel 10 Pro XL	15

View device models

Active users by Country

COUNTRY	ACTIVE USERS
United States	4.9K
France	57
Singapore	42
China	39
United Kingdom	39
Canada	35
South Korea	24

View countries

Active users by City

CITY	ACTIVE USERS
Ashburn	291
Manassas	204
Washington	200
Reston	192
Baltimore	136
New York	109
Glenview	76

View cities



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 2.4

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Airport Construction Projects Update (Mr. Richard Allabaugh, Supervisor Operations)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1268

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [Construction Projects 10-26.pptx](#)

Construction Projects

October 2026



Air Traffic Control Tower Design

The objective of this project is to design the Tower and package for bidding support services for a new Tower.

- *Bids were opened on October 2nd – 2 Complete bids were submitted, a 3rd bid was submitted, but was incomplete and considered non-responsive.*
 - *Lowest bidder was \$29M*

Cost to Date: \$ 2,092,794.42

Timeline:

October 10th 2026 – Ground breaking for new Tower

June 2029 – Completion



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.

- *Chemung Contracting is apparent low bidder.*
- *Getting project under grant.*

Cost to Date: \$ 1,068,027.00

Completion: Late Summer 2027



Rehabilitate & Widen Taxiway Bravo

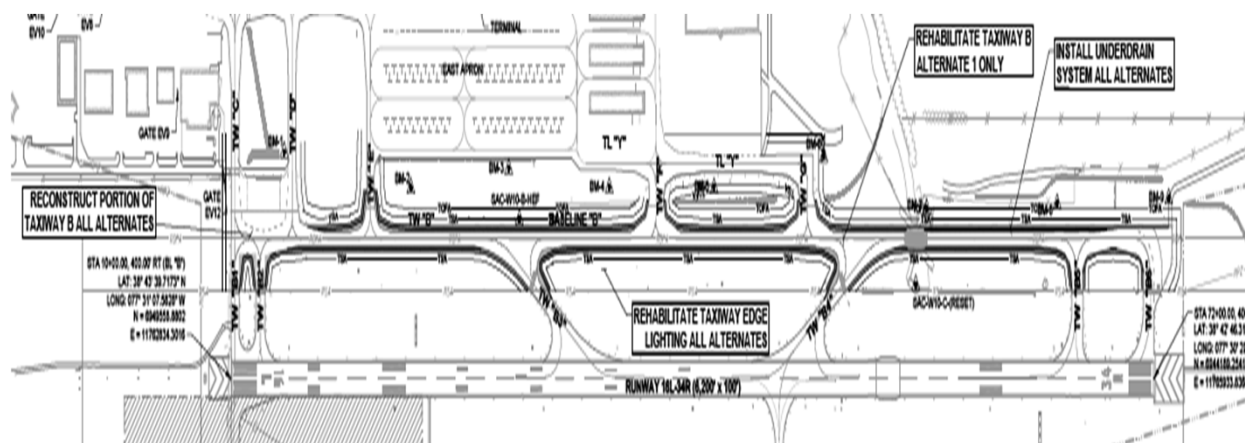
The objective of this project will be to widen the taxiway 10 feet to accommodate Group III aircraft. The connector taxiways, B1, B2, B3, B4 to the Runway Safety Area will also be adjusted to handle Group III aircraft. New LED taxiway lights and signs will be installed. Improve drainage along the taxiway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

- 90% design plan meeting scheduled for late October.
- Project expected to be locally funded with expected reimbursement at a later date.

Cost to Date: \$ 466,364.83

Completion:

- Design completion Fall 2026
- Bidding December 2026
- Construction Spring 2027



Airspace Obstruction Removal

Trim and remove trees identified as obstruction. During the development of the airport's master plan, an airspace analysis was completed. The obstructions were documented as cut sheets in the Airport Layout Plan (ALP). Of the obstructions documented, seventy-nine (79) of them were explicitly trees, varying in height above ground level 30 feet to 300 feet. It was expressed by the FAA that these trees would need to be mitigated in order to prevent interference with approach minimums and future funding. Some trees would be trimmed and others cut down. The airport has an airspace ordinance established in Prince William County and the City of Manassas. Landowners were be coordinated with to gain access to their property.

- *As of September 16, 2026 – All Obstructions included in project cost were mitigated and removed.*

Cost to Date: \$ 109,545.00



My Active RAM Projects Select Facility/Create Project

☒ Active
 ☐ All
 ☐ Completed
 ☐ Partial Completed
 ☐ Terminated

15 Items in Page

RAM ID	Facility Id	Facility Name	State	Type	Total Objects	Created By	Created On	Last Updated By	Last Modified	Workflow Status
HEF-2026-OMP-1381	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	64	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1382	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	53	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1384	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	16	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1387	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	92	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1388	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	57	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1389	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	4	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1390	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	4	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1391	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	4	Richard Allabaugh	2026-08-24	Richard Allabaugh	2026-08-24	Submitted to FAA
HEF-2026-OMP-1495	HEF	WASHINGTON MANASSAS/HARRY P DAVIS FLD	VA	Obstacle Management	19	Richard Allabaugh	2026-10-08	Richard Allabaugh	2026-10-08	Submitted to FAA

Showing 1 to 9 of 9



Stormwater Detention Pond Restoration

Repair and restore stormwater detention ponds at Redoubt Road Property. In partnership with the City of Manassas Engineering Department (Stormwater Division), funds were allocated to restore various stormwater ponds around the City of Manassas. One of the areas was located on airport property. Scope was to dredge out existing sediment, remove vegetation and restore flow to encourage positive drainage.

Funds for City-wide project were provided at no cost to the Airport.

Cost to Date: \$ 0.00

Project Completed: July 2026





Stormwater Detention Pond and Outfall Repair – Phase 2

Repair and restore outfall locations and stormwater detention ponds. The Airport is responsible for maintaining various outfall locations around the airport. A number of these outfalls are showing signs of wear and erosion. This project would hire a contractor to restore the soils and rip rap around the culverts, or replace the existing culvert depending on condition. This is Phase 1 of 2 which addresses four (4) outfall locations.

- *Notice to Proceed issued on September 28, 2026*
- *Muller Inc scheduled for week of October 19, 2026*

Cost to Date: \$ 0.00

Budget: \$60.790.19



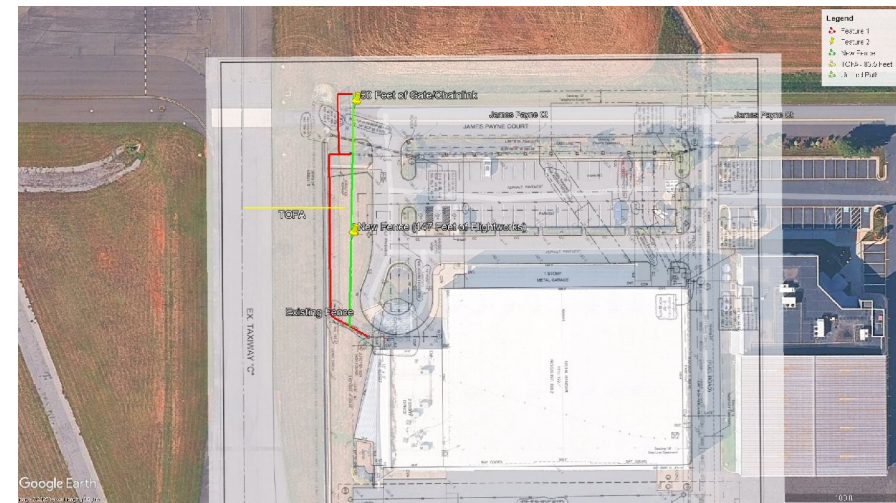
Object Free Area (OFA) – Fencing Adjustment

Remove and replace perimeter fencing near Taxilane Charlie. During the master plan process, it was identified that there is fencing on the north end of Taxilane Charlie that exists inside the Object Free Area (OFA) of a Boeing 737-700 or Airbus A220-300. About 200 linear feet of fencing and a manual gate would need to be move at least 20 feet from it's existing location in order to be safely clear of the OFA. The existing fence belongs to an existing franchise who has was notified of the required change. This project would remove the existing ornamental fence, relocate the manual slide gate, and replace with chain link black vinyl coated fabric with protective barbed wire.

- *Letter sent to Flightworks in January 2026.*
- *Notice to Proceed issued to Hercules Fence on October 1, 2026*
- *Follow-up letter sent October 7, 2026*

Cost to Date: \$ 0.00

Budget: \$12,750.00



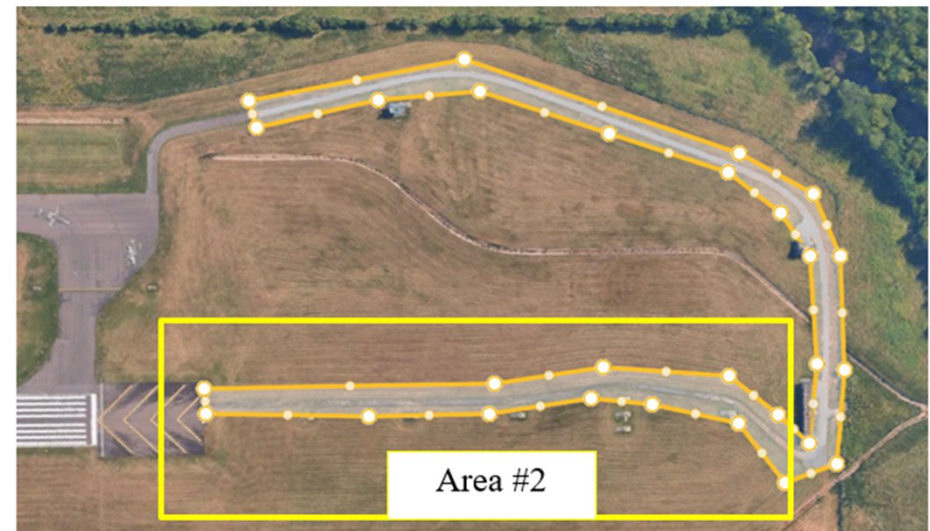
MASLF Access Road Grading

Paving of the Localizer and MALS-F access roads on the southside of the airport. The current access roads are partially paved with the remainder of the road stabilized with gravel, rock, or millings. In the wet months, the composition of the roads diminishes, introducing foreign object debris onto airport movement areas. Per FAA under Snow and Ice Control (139.313), roads to NAVAIDs should be accessible. This project would stabilize the road with additional millings, grade the road and provide a finishing layer.

- *Notice to Proceed issued to Branscome Paving on 2026*
- *Work scheduled for October 28 and 29.*
 - *Staff working on notifications to tenants and project phasing.*

Cost to Date: \$ 0.00

Budget: \$37,720.00





Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 3.1

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

AvPorts Update

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1272

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [AvPorts Presentation.pptx](#)

Washington Manassas Airport

Avports Manassas LLC



Airport Commission | October 15, 2026

AVPORTS

Where We Were, and Where We Are

Overview



Where the program stands

- Much of what the Commission saw from us previously was drawn in 2024, when the program was still largely conceptual.
- Since then, we have taken feedback from the Commission, from the City and our airline partners, and we have held ourselves to a budget and timeline required to attract commercial service in 2027.
- Construction is now underway.
- The pages that follow show the original on the left and a similar view (if available) as it stands today on the right.



The plan has evolved positively.

Still four gates, still constructed to the committed obligation. What changed is largely discrete, but the design is better for the input.

Terminal — Landside View

Design



Previously shown — 2024 concept



Current



Similar building, better overall functionality

The canopy, the entry and the curb have all been worked through, and the building now carries the Washington Manassas name.

Current design: Skidmore, Owings & Merrill, canopy study, July 2026

The Terminal at the Curb

Design



Approach from the lot



Along the frontage



One curb, one canopy, doors straight ahead.
A single covered frontage with the entry doors directly off the crossing from the lot.

Skidmore, Owings & Merrill, canopy study, July 2026

Airside — Concept to Permit Set

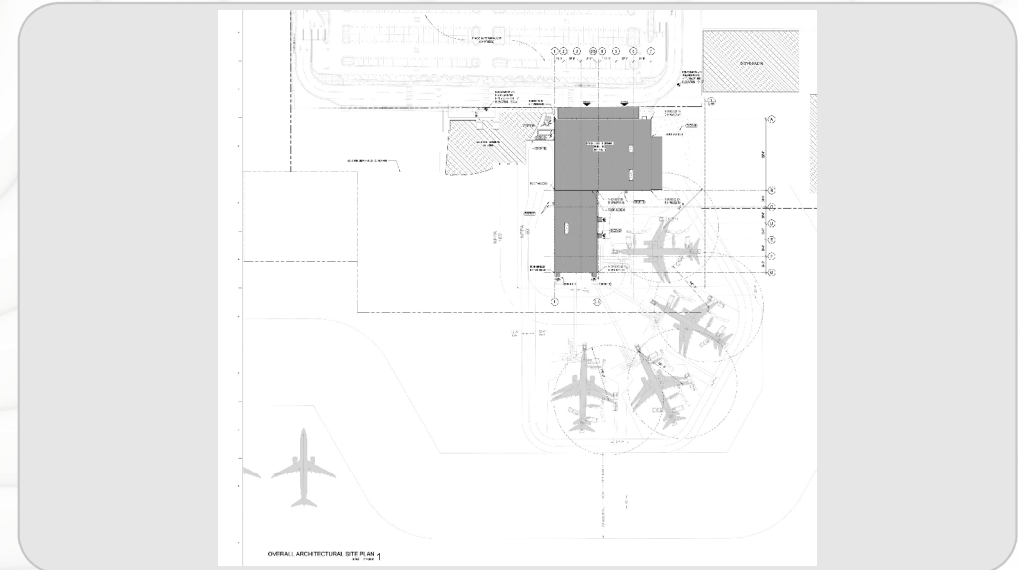
Design



Previously shown — 2024 concept



Current — issued for construction



The airside concept largely became what we submitted for permits.

What was a massing study in 2024 is now largely an architectural site plan issued for construction, with an optimized aircraft parking layout.

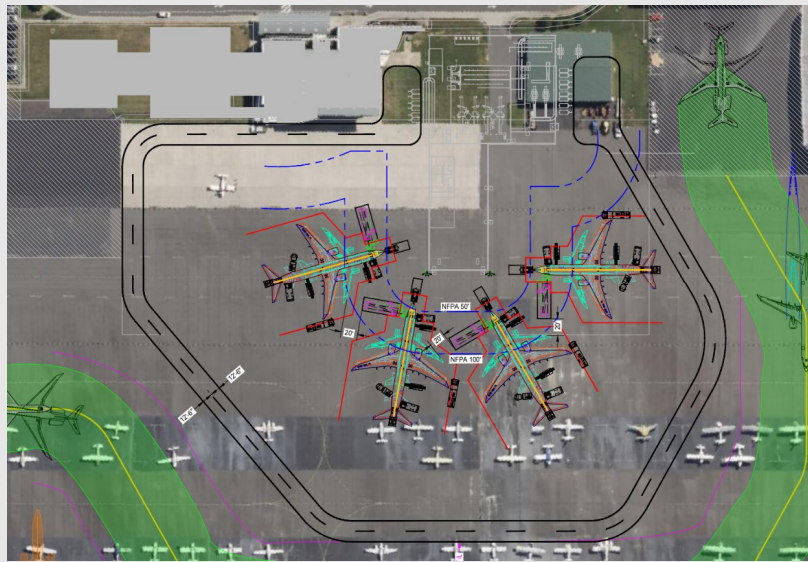
Current drawing: SOM, Overall Architectural Site Plan A-012, issued for construction

Gates and Apron

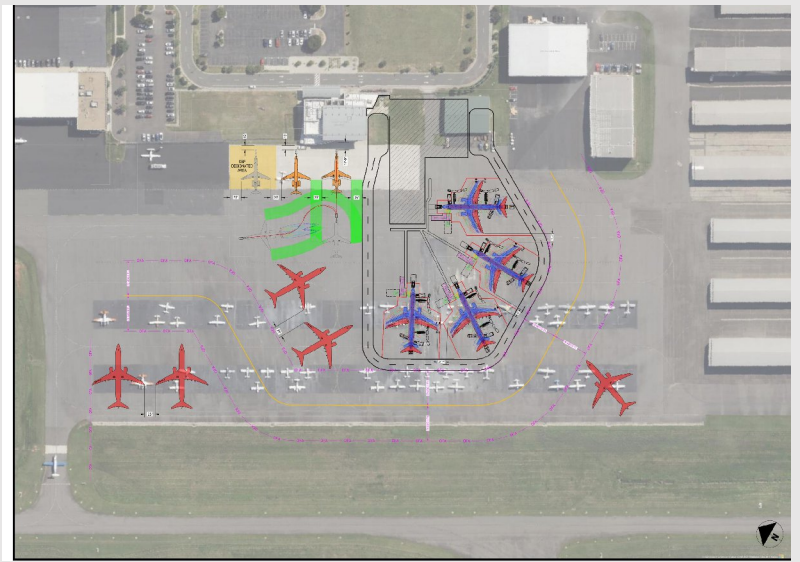
Design



Previously shown — 2024 concept



Current — August 2026

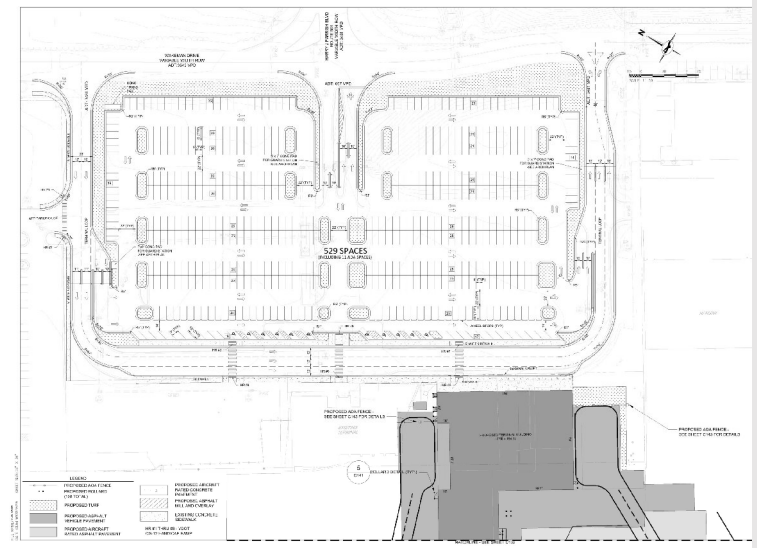


Four gates, held, with remain-overnight positions worked out around them.

The north side carries three ERJ-135 Group II positions at 25-foot separations, one of them inside the CBP designated area. Those are shown as a hypothetical, not a committed position. Any CBP arrival takes priority over any commercial operation.

Current drawing: Aero Systems Engineering, HEF Airside Study, RON Exhibit 4-Gate Layout SK-19.1, August 4, 2026

Current



The 2024 exhibit carried roughly 500, but close in parking carries major implications for customer satisfaction, so we optimized for additional spaces here

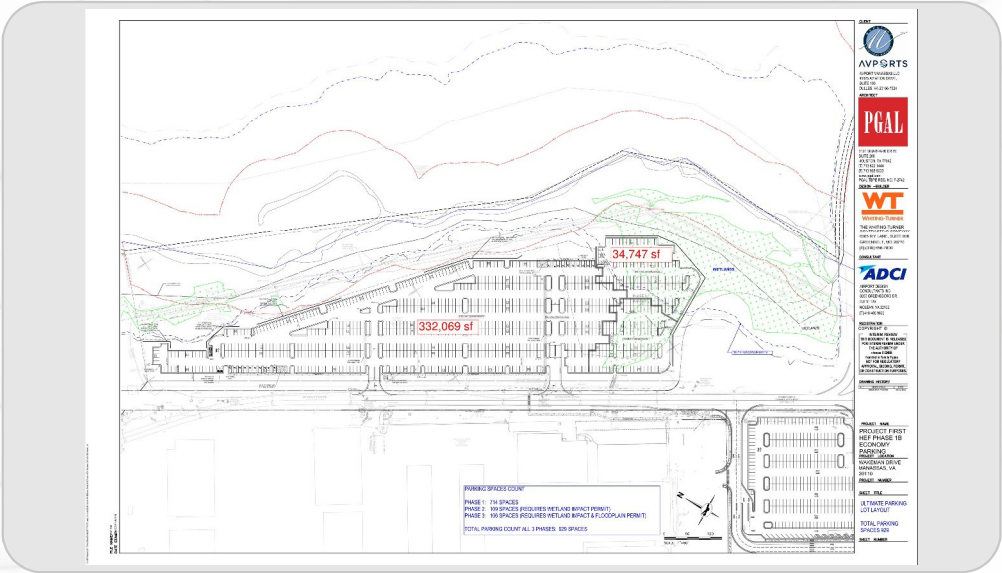
6

Economy Parking and the Site

Previously shown — 2024 concept



Current



About 700 spaces in Phase 1, possibly growing to 900+ if we are able to add approximately 37,000 SF of adjacent land.
Portions of the original leased premises could not be built on due to site conditions, driving down parking spaces materially, but 37,000 will help make up for a large portion of the lost spaces.

Current drawing: HEF Phase 1B Economy Parking, Ultimate Parking Lot Layout, September 22, 2026

Construction Has Begun

Construction



Hard hats and high-vis vests, the first week of October.

Demolition of the existing maintenance building is the first physical construction activity under the contractor's early release scope, clearing the way for the new terminal.

Site photographs, Avports, October 7, 2026

The Program Today



Economic impact of commercial air service at HEF



Direct \$440.8M and indirect \$166.2M, under the high scenario of 250 flights per week.

Manassas Regional Airport Economic Impact Study, Crawford, Murphy & Tilly, April 2023

A Comparable Project — McKinney National

Benchmark



Four gates, opening Nov 2027. Presents very well.

We believe we will too. Their focus, like ours, was to put the money where the customer — the airlines and the passengers — gets the benefit.

Avports site walk, McKinney National Airport, October 1, 2026

Where the Money Went

Benchmark



Inside the building, where the passenger is.

McKinney prioritized interior features — the holdroom, the restrooms and the finishes a passenger actually touches. We are following a similar approach.

Schedule and Milestones

Milestone	Current
EA Submission to FAA	Complete
Opening of EA Public Comment	Complete
FAA Issuance of FONSI	Complete
Term Sheet With Inaugural Airline	Complete
Issuance of Part 139 Certificate	Complete
100% Design Complete	Complete
Financial Close	Complete
Construction Start	Complete
Substantial Completion of Program	September 2027
ORAT Completion	October 2027
Launch of Scheduled Air Service	November 2027



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 3.2

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Train to Plane Marketing & Service Increase (Katie Choe, CEO)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1274

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [VRE Washington Manassas Airport - 2026-10-15.pptx](#)



VIRGINIA
RAILWAY
EXPRESS

Train to Plane – VRE Growth to Support Multimodal Travel

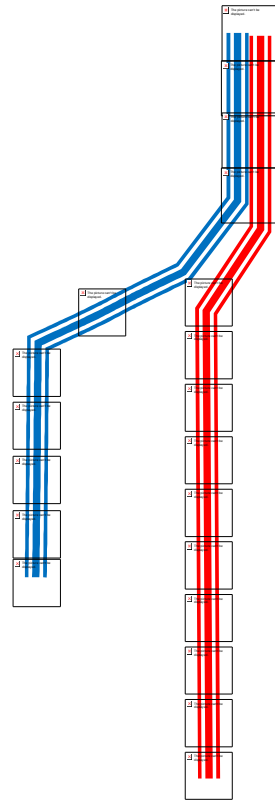
October 15, 2026

Katie J. Choe, CCM
VRE CEO



V52

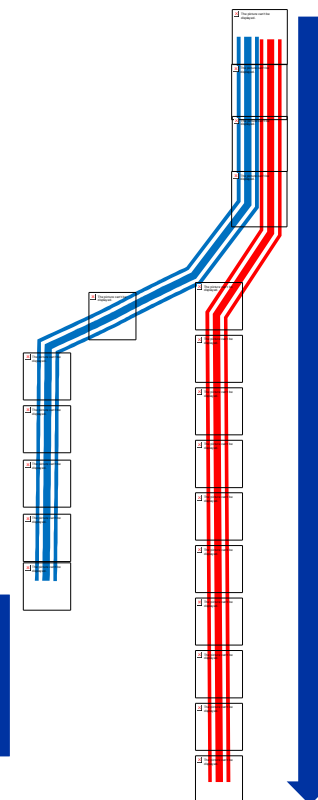
ABOUT VRE



AM Service:

- 15 northbound trains
- 1 reverse flow (Departing Union Station at 6:35 AM)
- **4:50 AM – 9:05 AM**

Long Bridge Work Window: 8:15 AM– 1:00 PM
 Last four VRE trains of



PM Service:

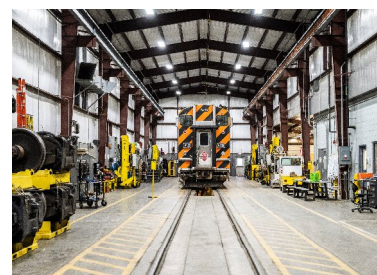
- 15 southbound trains
- 1 reverse flow (Departing Broad Run at 3:28)
- **1:30 PM – 8:37 PM**

Keys to Success

VRE's roadmap to expanded service



- 1 Frequency
- 2 Reliability
- 3 Competitiveness



How people travel is changing! We must adapt service accordingly to provide more flexibility and meet regional travel needs.

THE 2050 VISION: TRUE REGIONAL RAIL



From commuter rail to a world-class regional network

By 2050: A train every 20 minutes toward D.C. — every 30 minutes outbound — every hour off-peak and on weekends. All day. Every day.

TODAY		2030		2050	
Daily trains	32	Daily trains	52 (+63%)	Daily trains	116 (+263%)
Service days	Mon–Fri only	Service days	Mon–Sun	Service days	Mon–Sun
Peak frequency	~30–60 min	Peak frequency	~15–20 min	Peak frequency	20 min (inbound) 30 min (outbound)
Off-peak trains	1 per line	Off-peak trains	2–3 per line	Off-peak trains	Hourly all day
Reverse service	1 per line	Reverse service	2–3 per line	Reverse service	Full bi-directional
Weekend trains	None	Weekend trains	6–7 round trips	Weekend trains	Hourly service
Express trains	1 per line	Express trains	4–9 per line	Express trains	Integrated network

VRE AS THE REGION'S SPINE

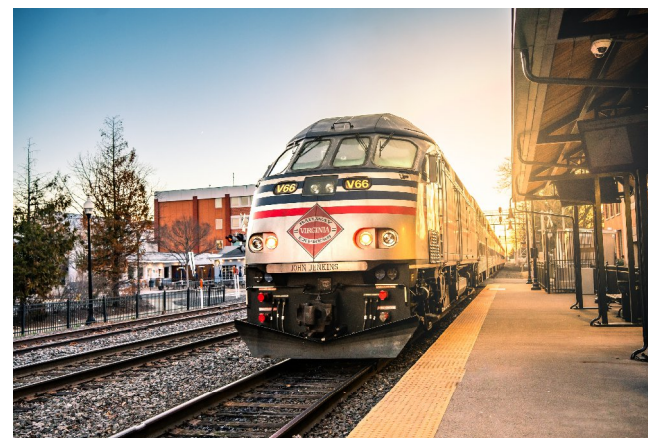
CURRENT



On the Horizon – 2030 Service Growth



- **Transforming Rail in Virginia** is opening the door for significant opportunities for VRE and other passenger rail
- VPRA's completion of the Long Bridge (anticipated 2030) will increase rail capacity and allow for VRE to run the increased service envisioned for 2030 through 2050.
- VRE's current Capital Improvements Program includes station and infrastructure updates throughout the system to ensure readiness to scale service and maximize the Commonwealth's investments.



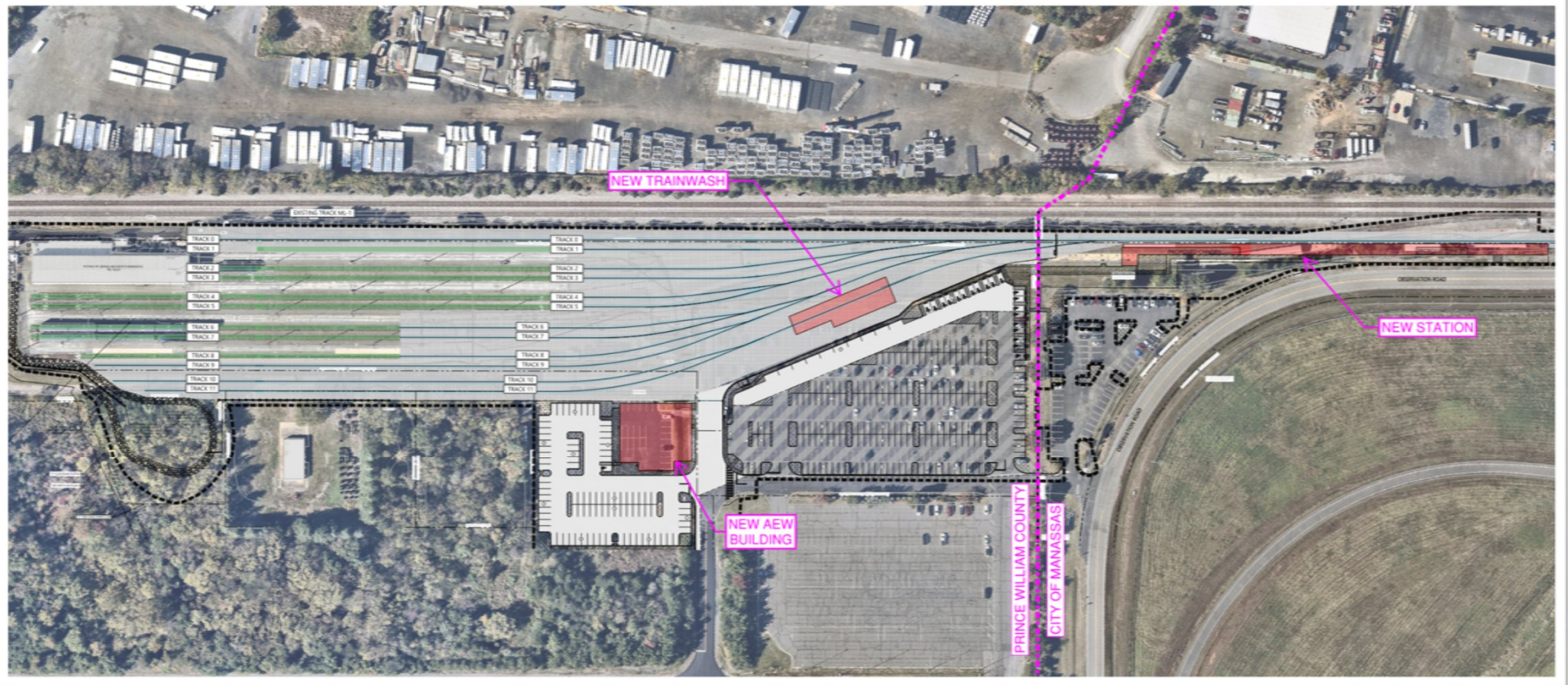
Train to Plane – Strategic Focus on Multimodal Connections



- Improving pedestrian connections between DCA and VRE Crystal City Station
- VRE Broad Run Station is also strategically located to support connection to Washington Manassas Airport.
- Looking beyond 2030, Broad Run Station and Rail Yard become increasingly integral to VRE's expanded operations.



Broad Run Expansion



Broad Run Expansion – Schedule and Opportunities



● **Complete: 90% Design
(January 2025)**

● **Q3 2026: 100% Design**

● **Q1 2027 - 2029:
Construction**

- VRE is also exploring connections to the Nexus234 Innovation District
- Identifying opportunities to collaborate with area hotels and conference center





Thank You!

Together, we're driving progress and building a stronger, more connected future for our community.

1500 King Street, Suite 202,
Alexandria, Virginia 22314

800-743-3873





Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 3.3

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Passenger Facility Charges (PFC) (Mr. Jeff Breeden, Senior Airport Planner, DOAV)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1273

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [HEF PFC Overview .pdf](#)



Passenger Facility Charges Program Overview

What are PFCs ?

- **Who can collect PFCs?**
 - Commercial service airports with scheduled service.
- **Where can PFCs be used?**
 - Any airport the public agency controls if the Public Agency controls a system of Airports.
- **How much can an airport collect?**
 - \$1, \$2, \$3, \$4, or \$4.50 per passenger.
 - Most Airports collect PFCs at \$4.50.
- **Pro Tips**
 - Airlines get to keep \$0.11 per passenger
 - Medium and large hub airports turn back a portion of their FAA AIP Entitlement Funding.
 - This is an Airport managed program with oversight by the FAA.
 - PFCs can be used for local share match of FAA AIP projects or stand-alone projects



What are PFCs ?

Generally, the same as FAA AIP eligibility except:

- Slight difference for noise projects.
- Additional eligibility for terminal projects.
- Debt service costs (both capital and financing [interest and related] costs are eligible).
- PFC administrative costs (costs for the public agency to administer its PFC program).
- PFCs can be used to reimburse historical PFC project eligible costs with some caveats.

PFCs are considered “local funding”, not federal funding

- If PFCs are used for a Federal AIP match, must use Federal requirements such as professional services, Davis Bacon wage rates, Buy America etc.
- If PFCs are used for a stand-alone project, must follow local procurement regulations but not Federal requirements.



PFC Project Types

Selection Criteria: Start Date: 1/1/1992, End Date: 12/31/2025						
Category	Project Type	Amount	% of Project Type	% of Category	% of Subtotal (w/o New Denver)	% of Total
Airside	Runway	13,692,242,253		44.7		
	Taxiway	5,864,745,527		19.1		
	Apron	3,985,089,427		13.0		
	Land	719,629,189		2.3		
	Equipment	3,087,128,095		10.1		
	Planning	771,899,547		2.5		
	Lighting	494,102,578		1.6		
	Other	2,013,275,740		6.6		
	Total	30,628,112,356		100.0	22.9	22.3
Landside	Terminal	82,503,696,720		94.1		
	People Mover	9,960,417,694	12.1			
	Terminal-Exp	26,538,593,635	32.2			
	Terminal-Misc	18,910,056,969	22.9			
	Terminal-New	27,094,628,422	32.8			
	Land	1,621,373,757		1.9		
	Security	3,507,296,281		4.0		
	Total	87,632,366,758	100.0	100.0	65.4	63.9
Noise	Land	582,776,831		13.0		
	Multi-phase	1,679,413,236		37.5		
	Soundproofing	2,094,347,161		46.8		
	Monitoring	21,506,898		0.5		
	Planning	24,684,170		0.6		
	Other	73,560,749		1.6		
	Total	4,476,289,045		100.0	3.3	3.3
Access	Road	5,231,190,866		46.5		
	Rail	5,901,964,465		52.5		
	Land	47,581,675		0.4		
	Planning	63,021,041		0.6		
	Total	11,243,758,047		100.0	8.4	8.2



Airports Collecting a PFC



FAA
Airports

Key Passenger Facility Charge Statistics as of December 31, 2025

Locations:

- Number of approved locations since inception: 407
- Number currently collecting: 365

Airport Category	Locations Currently Collecting	Collecting at Maximum \$4.50 level
Large	31	31
Medium	32	31
Small	77	75
Non-Hub	191	189
Commercial Service	34	33
Total	365	359

- All Large category airports are now collecting at maximum \$4.50 level.

Applications:

- Approved or partially approved: 3,035 applications

Collection Authority (total):

- Total amount of approved PFC Authority to collect: \$137.2 billion



PFC Applications

- **Two Types of PFC Applications:**
 - Notice of Intent
 - Streamlined and limited forms needed
 - Can be used by all Non-Hub Airports
 - Can also be used by Small, Medium and Large Airports if total PFC application is less than \$25 million and specific project related details.
 - FAA Processing is 30 days after receipt.
 - Traditional
 - More complicated forms and process to follow.
 - Used by small, medium and large hub airports if not able to use the “Notice of Intent” process.
 - FAA Processing is 120 days after Receipt



PFC Projects

- **Funding Approaches to PFC Projects:**

- Pay Go

- PFC Revenue can be disbursed against a project once it is received by the Public Agency.
 - PFC cash flow is a consideration.
 - Most PFC projects are funded via “Pay Go”.

- Bonded Capital

- PFC Revenue can be bonded and used to pay back airport development bonds. .
 - This type of financing is used primarily by larger airports and larger high dollar projects.
 - Bonded capital projects normally have a 30-year duration to service the debt.



PFC Application Process

Phase 1: Pre-Application & Project Development

- Project Identification.
- FAA Coordination (Optional but highly recommended).
- Confirm Project is shown on the **ALP**, **FAA Airspace Review** and **Environmental** for each project.

Phase 2: Airline Consultation & Notice

- Air Carrier Notification.
- Public Notice.
- Consultation Meeting with Airlines.
- Carrier Responses.



PFC Application Process (Cont.)

Phase 3: Application Submission & Completeness Review

- Application Preparation:
- Draft Submission (Optional but highly recommended).
- Final Submission:
- Completeness Determination (Traditional PFC Application)

Phase 4: FAA Official Review Period

- Traditional – 120 Days.
- Streamlined – 30 Days.

Phase 5: Final Agency Decision & Implementation

- Approval / Disapproval.
- Airlines Notification.
- PFC Collection & Remittance.
- Airport Oversight Reporting.

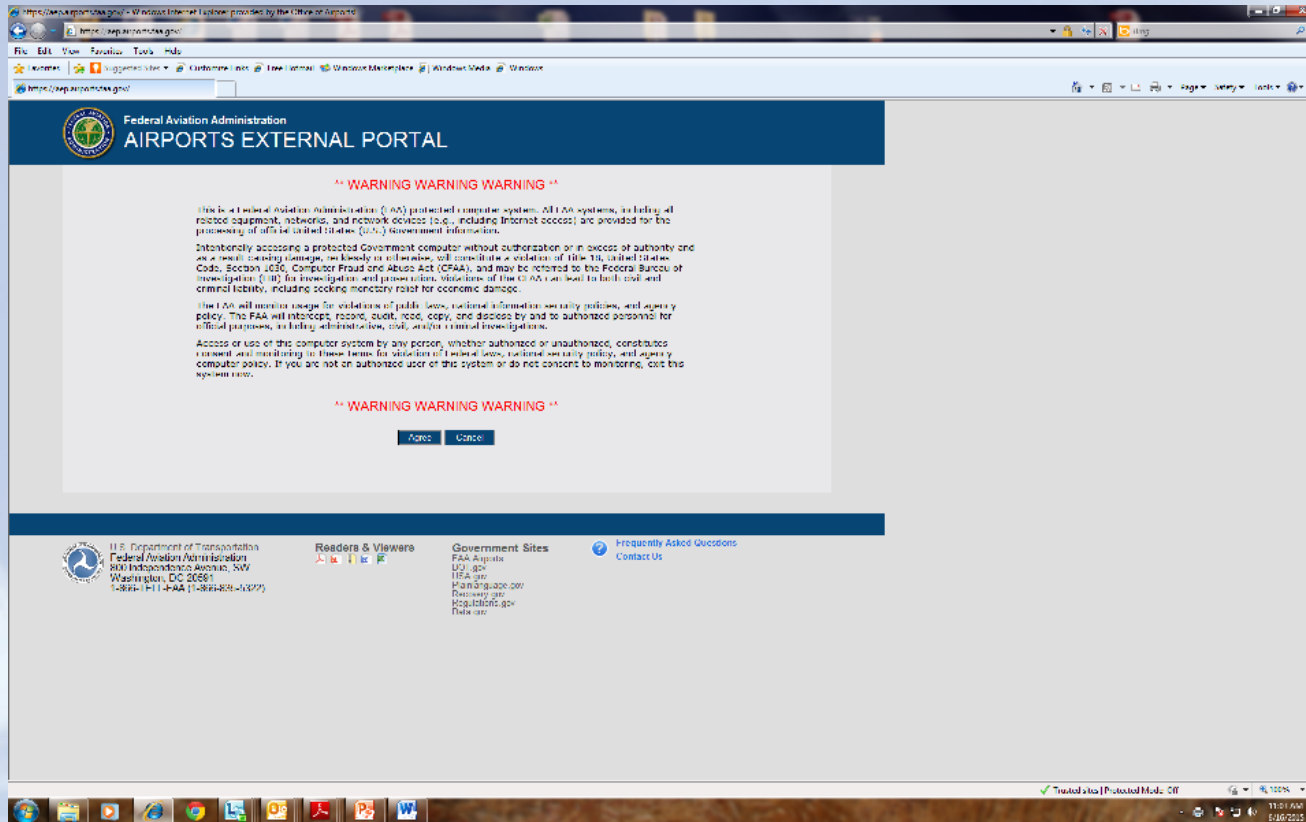


PFC Management – Public Agency

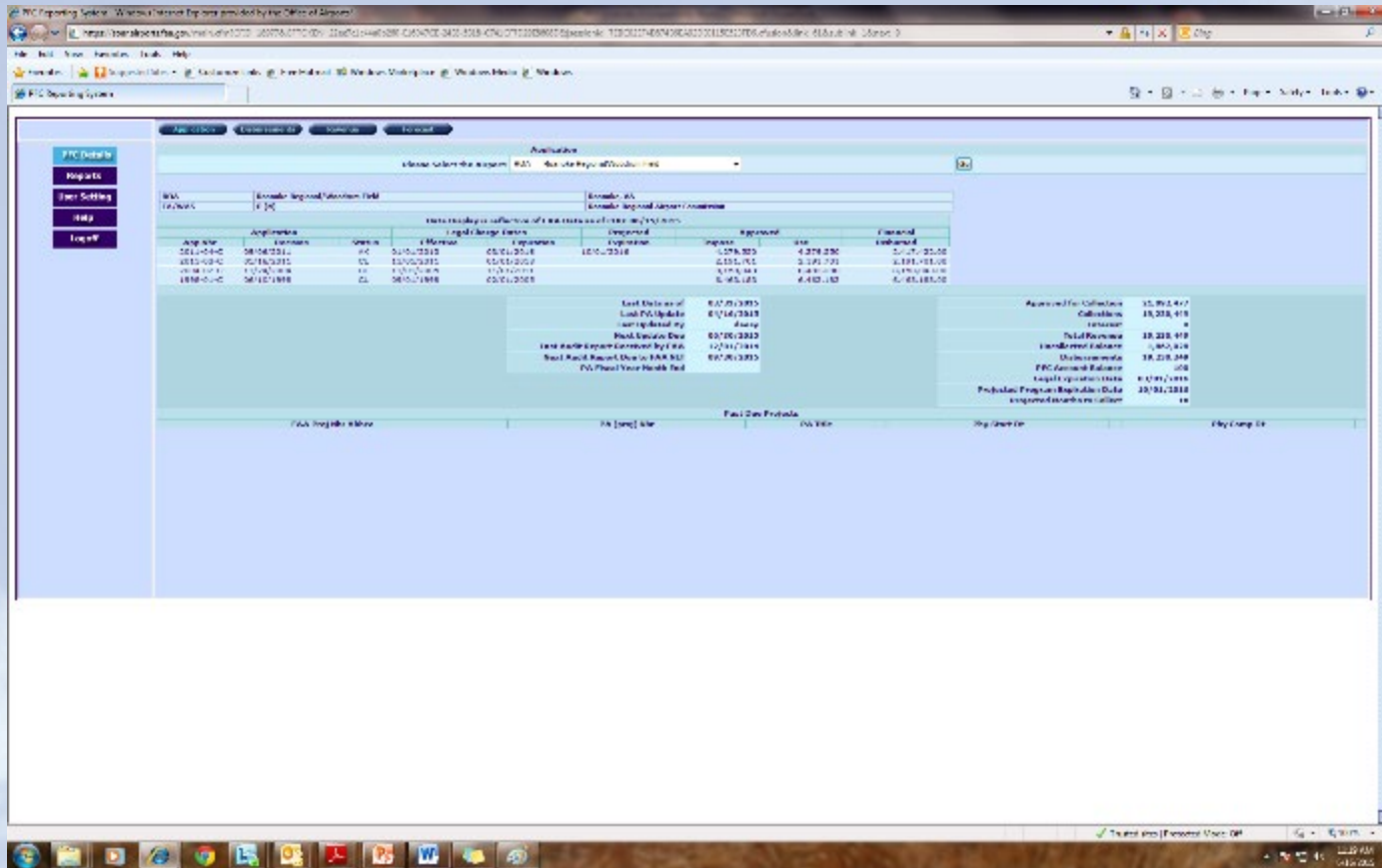
- FAA SOAR Database.
 - Monthly Input of PFC Revenue by Public Agency
 - Monthly Input of PFC Project Disbursements by Public Agency
- Quarterly PFC Reports Due to FAA via SOAR.
- PFC Amendments.
- 43C PFC Expiration Date Process.
- Annual Financial Audits.
 - Annual PFC Audits Due Around April 1



FAA SOAR Database



SOAR Database



PFC Summary

- PFCs are an excellent “tool” in the financial project funding toolbox.
- A PFC program requires monthly dedicated Public Agency dedicated staff time to manage.
- During the annual ACIP process with the funding agencies, it is helpful to include discussions on the overall PFC program for the airport and to use this meeting to inform the need for any new PFC applications.
- There is an annual financial costs to the Public Agency to “manage” a PFC program between monthly staff time and annual financial PFC audits.





Questions?



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 3.4

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

Air Carrier Incentive Program (ACIP), (Matt Townsend, Director, Frasca & Associates)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2026-1335

Submitting Department Washington Manassas
Airport

Drafter Patty Bibber

Meeting Body Washington Manassas Airport
Commission

Meeting Date October 15, 2026

ATTACHMENTS

- [HEF_ASIP_Strategy FINAL 20260825.pptx](#)



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 4.1

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

RESOLUTION NO. ACR-2026-01: To Recommend to City Council that it budget and appropriate the necessary funding for the new ATC Tower from federal and state funds and the airport's restricted capital account and award the construction contract to Costello Construction.
(Mr. Juan Rivera, Airport Director, 5 minutes)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department Washington Manassas
Airport
Meeting Body Washington Manassas Airport
Commission

Item ID 2026-1337
Drafter Patty Bibber
Meeting Date October 15, 2026

ATTACHMENTS

- [A Resolution to Recommend City Council B&A Funds for the ATC Tower & Taxiway B Widening from the Restricted Capital Account.doc](#)

A RESOLUTION TO RECOMMEND TO CITY COUNCIL THAT IT BUDGET AND APPROPRIATE THE NECESSARY FUNDING FOR THE NEW ATC TOWER FROM FEDERAL AND STATE FUNDS AND THE AIRPORT'S RESTRICTED CAPITAL ACCOUNT AND AWARD THE CONSTRUCTION CONTRACT TO COSTELLO CONSTRUCTION

WHEREAS, the Washington Manassas Airport received three (3) bids for the construction of a new Air Traffic Control Tower at the appointed date and time; and

WHEREAS, one (1) bid was determined to be non-responsive and, therefore, was not considered; and

WHEREAS, the bidders determined to be responsive and responsible were Costello Construction and W.M. Schlosser Company, Inc.; and

WHEREAS, Costello Construction's base bid was \$29,172,862.50, and W.M. Schlosser Company, Inc.'s base bid was \$39,433,000.00; and

WHEREAS, the contract award was evaluated based on the base bid and did not include the two (2) bid alternates; and

WHEREAS, the bids were evaluated and analyzed by the City's Purchasing Manager and RS&H, the project's design engineer; and

WHEREAS, Costello Construction was determined to be the apparent low bidder, with a base bid of \$29,172,862.50; and

WHEREAS, two (2) bid alternates were included in the Request for Proposals, identified as Bid Alternate No. 1, Landscaping, and Bid Alternate No. 2, Natural Gas Generator; and

WHEREAS, due to the uncertainty regarding the availability of natural gas at the Airport, Bid Alternate No. 2, Natural Gas Generator, is not recommended for award; and

WHEREAS, Bid Alternate No. 1, Landscaping, is recommended for award; and

WHEREAS, based on RS&H's recommendation, the Purchasing Manager's evaluation of the bids, and the determination that Costello Construction is a responsive and responsible bidder, the Airport Director recommends that the construction contract for the new Air Traffic Control Tower be awarded to Costello Construction for the amount of its base bid plus Bid Alternate No. 1, Landscaping, for a total contract amount of \$29,314,862.50;

NOW, THEREFORE, BE IT RESOLVED by the Washington Manassas Airport Commission, this 15th day of October 2026, that the Airport Commission hereby recommends to the City Council that the construction contract for the new Air Traffic Control Tower be awarded to Costello Construction in the amount of **\$29,314,862.50**; and

BE IT FURTHER RESOLVED, that the Airport Commission recommends that the City Council budget and appropriate the necessary funding for the project from available federal and state funds and the Airport's Restricted Capital Account; and

BE IT FURTHER RESOLVED, that the Airport Director is authorized and directed to work with the appropriate City staff to have the construction contract properly executed and to complete all necessary steps to budget and appropriate the required funds, including holding a public hearing prior to the appropriation of funds, as required by City policy.

ADOPTED this 15th day of October, 2026.

Roderick D. Hall, Chairman
Washington Manassas Airport Commission

ATTEST:

Patty Bibber Commission Secretary



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 6.1

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

EAA Lease Renewal Approval Effective 12/1/2026

Suggested Action and/or Recommendation

Suggested Motion

Item Type Contracts / Agreements
Submitting Department Washington Manassas
Airport
Meeting Body Washington Manassas Airport
Commission

Item ID 2026-1275
Drafter Patty Bibber

Meeting Date October 15, 2026

ATTACHMENTS

- [EAA lease 2027.docx](#)

LEASE OF OFFICE SPACE

THIS LEASE, made and entered into this **1st day of December, 2026**, (hereinafter the "Agreement") by and between THE CITY OF MANASSAS (hereinafter the "City"); and, **National Capital Chapter 186, Inc Experimental Aircraft Association** (hereinafter the "Lessee").

WITNESSETH:

1. PREMISES

That for and in consideration of the payment by Lessee of the rent hereinafter reserved and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all of the provisions hereinafter set forth, the City does hereby lease, let, and demise unto Lessee, and Lessee does hereby take, and lease from the City, office space at **10629 Aviator Avenue**, Manassas, Virginia, (hereinafter the "Leased Premises") and more particularly described as follows:

862 square feet, Room(s) located at **10629 Aviator Avenue, Manassas, Virginia 20110**.

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

Chapter House Meeting area

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

2. TERM

- A. The term of this lease shall be for a period of twelve (12) months commencing on the **1st** day of **December, 2026**, and ending on the **30th** day of **November, 2027**.
- B. Holdover. No holding over by the Lessee after the termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but the Lessee will by such holding over become the tenant at will of the City and after written notice by the City to vacate such premises, continued occupancy thereof by the Lessee shall constitute trespass.
- C. Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of personal property without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the Agreement. These damages are in the nature of liquidated damages and are not a penalty.

3. RENT

Commencing on the first day of the term as hereinbefore set forth, and monthly thereafter during the term, Lessee shall pay to the City, without demand and without notice, as Rent, the following amount: (\$375.59) Three Hundred Seventy Five dollars and 59 cents on the 1st day of each month thereafter during the term of this agreement. The Lessee hereby covenants and agrees to occupy the premises as Lessee of the City for the term hereinabove set forth, and agrees to pay to the City rental therefore without offset or deduction therefrom.

4. ADDITIONAL RENTS & CHARGES

- A. If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of the Lessee, including interest, at a rate of eighteen percent (18%) per annum, together with all costs, damages and penalties including reasonable attorney fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the Rent provided for in this Agreement.
- B. In the event it is necessary for the Airport to increase security because special threats or Federal mandates beyond the control of the Airport, the Airport Commission may establish fees or charges that are shared by all the airport users.
- C. Lessee shall be responsible for all personal property taxes, gross receipt taxes, etc., levied with respect to Lessee's business operations conducted on the property.
- D. The Lessee shall pay for all phone and internet services furnished to the Leased Premises. The City shall allow the providers of such utilities reasonable access.
- E. The Lessee shall pay all fees associated with the Airport's Commercial Operating Permit.

5. INTEREST AND LATE CHARGES

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

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

6. SECURITY DEPOSIT

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

7. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS & REPAIR

- A. Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises "as is" in its present condition.
- B. Lessee shall keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- C. During the Term of this Agreement, Tenant shall periodically (at least quarterly) inspect the Unit 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. At the Tenant's expense (up to \$500.00 annually), perform all repairs and replacement and all routine maintenance necessary to maintain the interior, nonstructural components of the Unit and all major building systems in good repair and proper working condition, normal wear and tear excepted. The Tenant shall maintain records of all expenses incurred for routine maintenance and shall make the records available to the Tenant when requested. The records shall include at a minimum; invoice, date of repair, and company or person who made the repairs.
- D. The Airport Director may at any time during regular working hours enter into the Leased Premises to determine if maintenance and care is satisfactory to Lessor is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the

Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 19 of this Agreement.

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

8. ADDITIONAL OBLIGATIONS OF LESSEE

- A. The Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- B. Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.
- C. The Lessee shall control the conduct and demeanor of its officers, agents, employees, invites and, upon objection from the City concerning the conduct or demeanor of any such person, the Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. The Lessee agrees to require its employees to wear suitable attire as determined by the Airport Director in his sole discretion.

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

9. INGRESS AND EGRESS

- A. The Lessee shall have the right of ingress and egress between the Leased Premises and public parking lots and landing areas at the Airport by means of connecting taxiways, and between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rites of passage

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

10. AIRPORT SECURITY

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

11. LIABILITIES, AND INDEMNITIES

- A. The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sublessees or tenants, or their guests or invitees.

- B. The Lessee agrees to indemnify, save and hold harmless, the City and its officers, agents, servants and employees of and from any and all costs, liability, damage and expense (including costs of suit and expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. In any case in which such indemnification would violate Virginia law, the foregoing provisions concerning indemnification shall not be construed to indemnify the City, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its officers, employees or agents. Upon the filing with the City by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the City harmless, the City shall notify the Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and on behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

12. RULES AND REGULATIONS AND MINIMUM STANDARDS

From time to time, the City may adopt, amend and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, state and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

13. INSURANCE

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

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

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

14. HAZARDOUS MATERIALS

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

15. COMMON AREAS AND PARKING

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

16. QUIET ENJOYMENT

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

17. GOVERNMENTAL REQUIREMENTS

- A. The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat. This includes but is not limited to the Federal Aviation Administration and Virginia Department of Aviation.
- B. The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the

operation hereunder or on the gross receipts or gross income to the Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

18. RIGHTS OF ENTRY RESERVED

- A. The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes not inconsistent with this Agreement, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- B. At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to the Lessee's reasonable security requirements.
- C. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of the Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages against the City, consequential or otherwise, except claims for damage to person or property caused solely by the negligence of the City.

19. DEFAULT & TERMINATION

- A. "Default" occurs (taking into account the expiration of the notice and cure periods provided for below):
 - 1. If Lessee fails to pay Rent or any other sum required to be paid hereunder within Five (5) days after written notice from City that such payment was due, but was not paid as of the due date (provided, however, if City has delivered two (2) such notices to Lessee within the prior twelve (12) month period, any subsequent failure to pay Rent or any other sum required to be paid to City hereunder on or before the due date for such payment occurring shall constitute a Default by Lessee without requirement of such Five (5) day notice and opportunity to cure; but in the event a full year elapses between such failures then Lessee shall again have the right to such cure period); or
 - 2. If Lessee fails to perform any term, covenant or condition of this Lease except those requiring the payment of money to City as set forth in Section 19(A)(1) above, and Lessee fails to cure such breach within thirty (30) days after written notice from City where such breach could reasonably be cured within such thirty (30) day period; provided, however, that where such failure could not reasonably be cured within the thirty (30) day period, that Lessee shall not

be in Default if it commences such performance promptly after its receipt of City's written notice and diligently thereafter prosecutes the same to completion; provided that no such grace period to be permitted in the event of any one or more of the following: (i) the Default relates to the maintenance of insurance obligations, (ii) the Default relates to the assignment and subletting provisions, or (iii) there exists a reasonable possibility of danger to the health or safety of the City, the Lessee, Lessee's invitees, or any other occupants of, or visitors to, the Building; or

3. If Lessee shall have abandoned or vacated the Leased Premises or any material (i.e., in excess of 50%) portion thereof for a period of fourteen (14) consecutive days.

B. Upon a Default, City shall have the following remedies, in addition to all other rights and remedies provided by law or available in equity or otherwise provided in this Lease, any one or more of which City may resort to cumulatively, consecutively, or in the alternative:

1. City may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as City does not terminate this Lease, and City shall have the right to collect Rent and other charges when due.
2. City may terminate this Lease, or may terminate Lessee's right to possession of the Leased Premises without terminating this Lease, at any time by giving written notice to that effect. Upon the giving of a notice of the termination of this Lease, this Lease (and all of Lessee's rights hereunder) shall immediately terminate, provided that, without limitation, Lessee's obligation to pay Rent and any damages otherwise payable under this Agreement shall specifically survive such termination and shall not be extinguished thereby. Upon the giving of a notice of the termination of Lessee's right of possession, all of Lessee's rights in and to possession of the Leased Premises shall terminate but this lease shall continue subject to the effect of this Section XIX. Upon either such termination, Lessee shall surrender and vacate the Premises in the condition required by this Agreement, and City may re-enter and take possession of the Leased Premises and all the remaining improvements or property and eject Lessee or any of the Lessee's sublessees, assignees or other person or persons claiming any right under or through Lessee or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Lessee from the payment of any sum then due City or from any claim for damages or Rent or other sum previously accrued or thereafter accruing against Lessee, all of which shall expressly survive such termination. Reletting may be for a period shorter or longer than the remaining Lease Term. No act by City other than giving written notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the Leased Premises or the appointment of a receiver on City's initiative to

protect City's interest under this Lease shall not constitute a constructive or other termination of Lessee's right to possession or of this Lease, either of which may be affected solely by an express written notice from City to Lessee.

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

- D. City may, with or without terminating this Lease, re-enter the Premises pursuant to judicial process (except in the event of Lessee's abandonment of the Premises in which event no judicial process shall be required) and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. No re-entry or taking possession of the Premises by City pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Lessee.
- E. Lessee, on its own behalf and on behalf of all persons claiming through or under Lessee, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Lessee and all such persons might otherwise have under any present or future law (1) except as may be otherwise specifically required herein, to the service of any notice to quit or of City's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given, (2) to redeem the Premises, (3) to re-enter or repossess the Premises, (4) to restore the operation of this Lease, with respect to any dispossession of Lessee by judgment or warrant of any court or judge, or any re-entry by City, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease, (5) to the benefit of any law which exempts property from liability for debt or for distress for rent or (6) to a trial by jury in any claim, action proceeding or counter-claim arising out of or in any way connected with this Lease.
- F. Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided elsewhere herein, shall be free and clear of all encumbrances and all claims of the Lessee, its tenants, creditors, trustees, assigns and all others and the City shall have immediate right of possession to the Leased Premises.
- G. Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right

on the part of the City to terminate this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

20. TERMINATION BY LESSEE

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

- 1) Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- 2) The assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

21. SERVICES TO LESSEE

The City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use reasonable efforts to maintain the terminal building, runways, taxiways and roads in good repair including the removal of snow from the parking lots, sidewalks, aprons and runways. The City also agrees to provide and maintain water and sanitary sewer services.

22. SURRENDER AND RIGHT OF REENTRY

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

23. SIGNS AND LOGOS

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

24. ASSIGNMENT & SUBLEASE

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

25. WARRANTY

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

26. NOTICES

- A. All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed given when received at the recipient's notice address except that notice that must be given by a certain time to be effective and is sent registered or certified mail, postage prepaid, return receipt requested, addressed to the recipient's address shall be deemed given when posted.
- B. The notice addresses of the parties are as follows:

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

With a copy to:

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

The Lessee: National Capital Chapter 186, Inc.
Experimental Aircraft Association
10629 Aviation Avenue
Manassas, VA 20110

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

27. WAIVER

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

28. SUBORDINATION

- A. This Agreement is subject and subordinate to the following:
- 1) The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance by or on behalf of the Lessee, provided, the Lessee is not deprived of the use or access to the Leased Premises. Accordingly, nothing contained in this Agreement shall be construed to obligate the City to relocate the Lessee.
 - 2) The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - 3) This Agreement is and shall be subordinate to the provision of existing and future agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
 - 4) During the time of war or national emergency, the City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be reasonably determined by the City in proportion to the degree of interference with the Lessee's use of the Leased Premises.

- 5) Except to the extent required for the performance of any obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises.

29. REMEDIES TO BE NONECLUSIVE

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

30. NON-WAIVER OF RIGHTS

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

31. FORCE MAJEURE

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

32. INTENTIONALLY DELETED.

33. ENTIRE AGREEMENT

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

34. GOVERNING LAW

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

35. PARTIAL INVALIDITY

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

36. GENERAL PROVISIONS

- A. This Agreement is made for the sole and exclusive benefit of the City and the Lessee, their successors and assigns, and is not made for the benefit of any third party.
- B. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- C. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- D. The titles of the several sections of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- E. Nothing herein contained shall create or be construed to creating a joint venture or co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City.
- F. This Agreement shall not become effective until it has been fully and properly executed by both parties hereto and has been approved by the Airport Commission.
- G. The Lessee can appeal decisions or actions taken by the Airport Director regarding this Agreement to the Airport Commission. All appeals shall be made in writing to the Chairman of the Airport Commission. All decisions regarding the appeal by the Airport Commission shall be final.

37. BINDING EFFECT

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

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



Washington Manassas Airport Commission Agenda Item Report

Agenda Item No. 6.2

Submitted by: Patty Bibber

Submitting Department: Washington Manassas Airport

Meeting Date: October 15, 2026

Item Title

VRE Lease Renewal Approval Effective 12/1/2026

Suggested Action and/or Recommendation

Suggested Motion

Item Type Contracts / Agreements
Submitting Department Washington Manassas
Airport
Meeting Body Washington Manassas Airport
Commission

Item ID 2026-1336
Drafter Patty Bibber

Meeting Date October 15, 2026

ATTACHMENTS

- [VRE Lease 2026.doc](#)

LAND LEASE AT THE MANASSAS REGIONAL AIRPORT

THIS LEASE AGREEMENT, made this 1st day of December 2026, by and between THE CITY OF MANASSAS, through its Airport Director, hereinafter referred to as the “City”; and, the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (“PRTC”), and the NORTHERN VIRGINIA TRANSPORTATION COMMISSION (“NVTC”), together known as the VIRGINIA RAILWAY EXPRESS (“VRE”), hereinafter referred to as the “Lessee”.

WITNESSETH:

WHEREAS, the City is the owner of the premises known as the Manassas Regional Airport located in the City of Manassas, Virginia, and presently comprising approximately 880 acres, and wherever “Airport” is used in this Agreement it shall be construed to mean Manassas Regional Airport as it may be expanded from time to time; and

WHEREAS, the City is the sole owner of the following described real estate, to-wit: Lease Parcel at Manassas Regional Airport located on the West Complex and identified as Parcel (parcel); and

WHEREAS, Lessee desires to lease the premises for the purpose of a temporary parking lot for the Broad Run VRE Station; and

WHEREAS, the City and the Lessee are mutually desirous of entering into this Agreement (hereinafter referred to as “Agreement”) to permit such activities,

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained in this Agreement, the City hereby leases to the Lessee the area of the Airport described in Article 1 hereof (hereinafter referred to as “the Leased Premises”). The parties hereby agree as follows:

ARTICLE 1 DESCRIPTION OF THE PREMISES

The City agrees to lease and Lessee agrees to rent that certain land containing 34,022 square feet or 0.7810 acres, designated as VRE Lease Parcel on the attached plat, labeled Exhibit “A”, a copy of which is attached hereto and made a part hereof, which land is hereinafter referred to as the “Leased Premises.”

ARTICLE 2 TERM OF LEASE

Lessee agrees to lease the above-described Leased Premises for a period of Twelve (12) months commencing on the 1st day of December, 2026.

ARTICLE 3 IMPROVEMENTS

The Lessee agrees that any and all improvements constructed by lessee shall not impinge upon or interfere with the fiber optic easement previously granted by the City of Manassas to WillTell Communications.

Upon termination of this lease any improvements constructed by the Lessee become property of the Lessor.

ARTICLE 4 RENT

Lessee agrees to pay to the City at City of Manassas Treasurer's Office, 9027 Center Street, Manassas, Virginia, 20110, the sum of two thousand one hundred sixty four and forty-five cents (\$2,164.45) per each month for the lease of the property, to be due and payable on the 1st day of each month beginning on the 1st day of December 2026. At the end of each twelve-month period during the lease term the rent shall be increased by 3%.

ADDITIONAL RENTS & CHARGES

If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of the Lessee, including interest, at a rate of twelve percent (12%) per annum, together with all costs, damages and penalties including reasonable attorney fees with notice as described more fully herein. 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.

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 City of Manassas may establish fees or charges that are shared by all the airport users, including the VRE, with thirty (30) days notice to lessee.

The Lessee will contract with and obtain all required permits from the appropriate agencies for any utility services provided by the City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

The Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities and telephone services furnished to the Leased Premises. The City shall

allow the providers of such utilities reasonable access to the boundaries of the Leased Premises for the installation of their utility systems.

LATE CHARGES

If Lessee fails to pay within three (3) days after the date which due, any installment of rent or any other payment due hereunder, any and all such unpaid amounts shall bear interest at the rate of five percent (5%) per month beginning on the due date and continuing until paid.

ARTICLE 5

ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

Lessee warrants it has inspected the Leased Premises and accepts possession of the Leased Premises “as is” in its 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, Airport Rules and Regulations and by ordinances of the City, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make improvements, repairs or restoration upon or to the Leased Premises.

The Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense for all repair and maintenance whatsoever on the Leased Premises, whether such repair or maintenance be ordinary or extraordinary, although acts of terrorism, acts of war, acts of God and force majeure are excluded. Additionally, the Lessee, without limiting the generality hereof, shall:

- A. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, equipment and personal property which are located on any part of the Leased Premises.
- B. Provide and maintain on the Leased Premises all obstruction lights, security lights and similar devices, and safety equipment required by law.
- C. Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon. Normal wear and tear is acceptable.
- D. Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved upon, and in particular shall plant, maintain and replant any landscaped areas.
- E. Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by the Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and

sanitary sewers and storm sewers. Those lines that are used jointly are not the exclusive responsibility of the Lessee

- F. Be responsible for snow removal, appropriate for lot surface, and grass cutting on the Leased Premises.

The Airport Director may at anytime during regular working hours enter upon the property to determine if maintenance satisfactory to Lessor is being accomplished. If in the Airport Director's reasonable judgment, the Lessee is not satisfactorily maintaining the property, he or she shall notify the Lessee in writing, giving specifics of his or her findings. Lessee's failure to complete the necessary improvements within thirty (30) days, or such longer time as the Airport Director may reasonably allow, will result in Lessee being in default under Article 22 of this Land Lease.

In the event the Lessee fails: (a) to commence to maintain, clean, or repair within a period of thirty (30) days after written notice from the Airport Director to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance; (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; (c) or to diligently continue to complete any maintenance or repairs as required under this Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair all or any part of the Leased Premises, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by the Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states 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, elect to perform such maintenance at any time after the giving of such notice, and the Lessee agrees to pay to the City the cost and expense of such performance on demand. The City's costs and expenses shall include, but not be limited to, all direct and indirect costs and expenses of the City, its agents, contractors, and employees and all financing charges, if any, and all allocations of fringe benefits, overhead, and legal charges. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, the Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from the sole 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, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

Plans for all Improvements shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City. The City shall advise the Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed Improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and

in the event, it disapproves, stating its reasons therefore. 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, Airport Rules and Regulations, compatibility with the Airport's architecture, and functionality for present and future uses appropriate to the Airport.

If the Lessee makes any Improvements without City approval that are disapproved of by the City, then, upon notice the Lessee shall remove the Improvement or at the option of the City cause the same to be changed to reasonable satisfaction of the City. If the Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, the City may affect the removal or change and the Lessee shall pay the cost thereof to the City.

ARTICLE 6 ADDITIONAL OBLIGATIONS OF LESSEE

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.

Further, the Lessee shall take all reasonable measures not to produce on the Airport through the operation of machinery or equipment any electrical, electronic or other disturbance that interferes with the operation by the City or the Federal Aviation Administration's operation of navigational, communication or flight equipment on the Airport or on aircraft using the Airport, or with ground transportation communications.

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

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.

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

Lessee shall be responsible for removal from the Airport, or otherwise disposing of in a manner approved by the City, all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Leased Premises or out of its operations. The Lessee shall dispose of its sewage through the City's system.

Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Leased Premises is forbidden. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises 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 premises.

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 the Leased Premises.

The Lessee shall not overload any paved area on the Leased Premises, or paved area elsewhere on the Airport, and shall repair at the Lessee's expense any structure, structural member, or any paved area damaged by overloading without limiting the Lessee's obligations of this Agreement.

The Lessee expressly agrees for itself to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, and/or any other regulations promulgated by proper authority.

The Lessee, at its own expense, agrees to remove all snow and ice, appropriate for lot surface, from the Leased 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 Lessee shall be prohibited from keeping any animals, domestic or otherwise, within the Lease Premises, except for those animals such as Seeing Eye dogs and others protected by federal accessibility standards.

ARTICLE 7 INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress between the Leased Premises and the entrance(s) to the Airport by means of connecting paved roads. The Lessee shall also have the right to ingress and egress shall be in common with others having rights of passage thereon, and may be used except when the Airport is closed to the public.

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

ARTICLE 8 AIRPORT SECURITY

It is understood and agreed that while the City will make reasonable efforts to provide a safe and secure airport environment, the City makes no warranty, expressed or implied, that the security services it contracts for will avert or prevent occurrences, or the consequences there from, which may result in loss or damage to the Lessee.

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

The Lessee shall be responsible for securing its area at all times and will make every effort to prevent unauthorized personnel or vehicles from entering on the Leased Premises. The Lessee shall abide by the Airport's Security Plan as written and as amended in the future.

ARTICLE 9 LIABILITIES AND INDEMNITIES

The City shall not in any way be liable for any cost, liability, damage or injury occurring on the Leased Premises or the Airport including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises or the Airport, by the Lessee, its sublessees or tenants, or their guests or invitees.

The Lessee has agreed to secure insurance, pursuant to Article 12 of this Lease, as full coverage for any and all damages that may result from the actions of the Lessee, its guests or invitees.

ARTICLE 10 RULES AND REGULATIONS AND MINIMUM STANDARDS

From time to time, the City may adopt, amend and enforce rules and regulations and minimum standards with respect to the occupancy and use of the Airport. The Lessee agrees to observe and obey any and all such rules and regulations and minimum standards and all other Federal, Commonwealth and municipal rules, regulations and laws, as amended, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

ARTICLE 11 NON-DISCRIMINATION

The Lessee as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) 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 Leased Premises; (2) 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; (3) that the Lessee shall use the Leased 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.

ARTICLE 12 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 below. Before execution of this Agreement, certificates of insurance in form acceptable to the City should be submitted to the City. Each certificate shall have endorsed thereon:

“No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Director, Manassas Regional Airport, P. O. Box 560, Manassas, Virginia 20108.”

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

- A. Workers' Compensation Unlimited - Statutory - in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
- B. General Liability Insurance with a maximum combined single limit of \$5,000,000 per occurrence. This insurance shall indicate on the Certificate of Insurance the following coverages:
 - 1. Premises and Operations
 - 2. Independent Contractor and Subcontractors
 - 3. Death and Personal Injury
- C. Automobile Liability Insurance with maximum limits of liability (single limit per occurrence) of \$1,000,000 for bodily injury and \$500,000 for property damage.

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

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

- D. Disability Benefits: The Contractor shall provide proof of compliance with the Disability Benefits Law.

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

Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

ARTICLE 13 LOSS OR DAMAGE TO PROPERTY OR PERSONS

All personal property belonging to the Lessee, located on or about the premises shall be there at the sole risk of the Lessee; and neither the City nor the City's agent shall be liable for the theft or misappropriation thereof nor for any damage or injury thereto, nor for damage or injury to the Lessee or any of its officers, agents or employees or to other persons or to any property caused by fire, explosion or by any act or neglect of the Lessees due to any other cause whatsoever, unless resulting from the willful acts of the City, its employees, agents or representatives. Lessee shall give immediate notice to the City in case of fire or accident in the premises or of any defects, damage or injury therein or in any fixtures or equipment.

ARTICLE 14 HAZARDOUS MATERIALS

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

Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the demised Premises without the prior written consent and approval of the Lessor 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, 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.

Should Lessee's activities on or upon the demised Premises result in toxic or hazardous waste contamination of the Premises, Lessee agree to take full responsibility for the cost of the

clean up of the same, further agrees to indemnify and hold harmless the Lessor for the same, and to defend Lessor at the Lessee's expense in any proceeding arising from, or resulting from such contamination which is determined by an objective finder of fact to be the fault of the Lessee. Lessee further agrees to compensate Lessor for any loss or diminution in value of the demised Premises resulting from or arising out of such contamination.

ARTICLE 15 REPAIRS AND MAINTENANCE

Lessee shall take good care of the premises and fixtures therein located and, at the expiration or earlier termination or cancellation of this lease, shall surrender the premises in as good condition as at the time of delivery, subject to reasonable wear and tear.

ARTICLE 16 SERVICES AND UTILITIES

During the term of this Lease, Lessee shall be responsible for providing any and all utilities to the leased property. The City will not provide water, sewer, electrical power, or waste disposal. In the event that the Lessee requires electrical power, the Lessee will be permitted to have an electrical line run, after receiving approval from the City and the City of Manassas Utilities Department.

ARTICLE 17 CONDEMNATION

In the event that the Leased Premises or any part thereof shall be condemned and taken by authority 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 to the City, it being understood that title to all real property and all improvements thereon remains fully vested in the City free and clear of any liens or encumbrances; provided, however, that 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.

Rentals for that portion of the Leased Premises condemned shall be abated from the date that the Lessee is dispossessed therefrom; provided, however, if all of the Leased Premises are condemned or if a portion of the Leased Premises are condemned and in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for the Lessee's operations authorized hereunder, the Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective) as of the date thereafter and within 90 days of the date of such dispossession by giving the City 30 days written notice of such termination.

The Lessee shall be entitled to the award made for a temporary taking of possession of all or part of the Leased 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 18 QUIET ENJOYMENT

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

ARTICLE 19 USE OF PREMISES

The parties expressly agree that this Lease is executed in order that Lessee may provide a parking facility of approximately 100 spaces to add to available parking at the Lessee's Broad Run train station and for no other purpose.

Lessee agrees to observe all reasonable rules and regulations from time to time promulgated by City, which in the City's judgment are needed for the general well-being, safety, care, and cleanliness of the premises and the temporary structure, if any, provided, however, that any such rules and regulations shall be of general application to all other Lessees and occupants of similarly situated Lessees at the Airport. Such rules and regulations are incorporated herein as if fully set forth. A breach of a rule or regulation shall constitute a breach of this lease. The rules and regulations may, in the sole discretion of the City, be modified from time to time, so long as they do not affect a material change in this lease. Such rules shall include, but are not limited to, the following:

- A. The Lessee shall not install or permit the installation of any temporary or permanent structure without the prior written approval of the City.
- B. No locks shall be placed upon any gate in the premises unless keys therefor are given to the City for use in emergencies.
- C. The Lessee shall not construct, maintain, use or operate within the premises any equipment or machinery which produces music, sound or noise which is audible beyond the premises.
- D. Electric and telephone floor distribution boxes must remain accessible at all times.

ARTICLE 20 GOVERNMENTAL REQUIREMENTS

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

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 Leased Premises or operation hereunder or on the gross receipts or gross income to the Lessee there from, and shall make all applications, reports and returns required in connection therewith.

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 Leased 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 Leased Premises in such manner that there will be at all times a practicable minimum of air pollution.

ARTICLE 21

RIGHTS OF ENTRY RESERVED

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

In the event that any personal property of the Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If the Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further the Lessee hereby waives any claim against the City for damages as a result there from, except for claims for damages arising from the City's sole negligence.

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

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

ARTICLE 22

TERMINATION & DEFAULT

In the event of a default on the part of the Lessee in the payment of rents, arrears or any other charges required by this Agreement to be paid to the City, the City shall give written notice to the Lessee of such default, and demand the immediate cancellation of this Agreement and full payment of amounts due thereunder, including all arrears and interest thereon. If, within five (5) days after the date the City gives such notice of non-payment, the Lessee has not corrected said default, and paid the delinquent amounts in full, the City may, by written notice to the Lessee, terminate this Agreement and all rights and privileges granted hereby in and to the Leased Premises.

This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:

- A. The filing by the Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of the Lessee's assets; or,
- B. Any institution of proceedings in bankruptcy against the Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within sixty (60) days after the institution thereof; or
- C. The filing of a petition requesting a court to take jurisdiction of the Lessee or its assets under the provision of any Federal reorganization act which, if it is an involuntary petition is not dismissed within sixty (60) days after its being filed; or
- D. 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 sixty (60) days 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; or
- E. The abandonment by Lessee of the conduct of its authorized business at the Airport and in this connection, suspension of operations for a period of (60) days will be considered abandonment in the absence of a satisfactory explanation, which is accepted in writing by the City; or
- F. Upon the default by the Lessee in the performance of any covenant or conditions required to be performed by the Lessee, and the failure of the Lessee to remedy such default for a period of thirty (30) days or such other period as is provided in the Agreement, after receipt from the City of written notice to remedy the same, except default in the payment of any money due the City, the City shall have the right to cancel this Agreement for such cause by notice to the Lessee.

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

Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee shall terminate.

Failure by the City to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rentals by the City from the Lessee, or performance by the City under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the City to cancel this Agreement for any subsequent failure by the Lessee to so perform, keep or observe any said terms, covenants or conditions.

ARTICLE 23 TERMINATION BY LESSEE

In addition to any other right of cancellation herein given to Lessee, or any rights to which it may be entitled by law, equity or otherwise, and as long as the Lessee is not in default in payment to the City of any amounts due the City under this Agreement, the Lessee may cancel this Agreement, and thereby terminate all of its rights and unaccrued obligation hereunder, by giving the City thirty (30) days advance written notice upon or after the happening of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- B. 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 24 SERVICES TO LESSEE

The City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the 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 Leased Premises and remove snow therefrom. The City also agrees to provide and maintain water and sanitary sewer services in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by the Lessee in accordance with the City policy governing same.

ARTICLE 25 SURRENDER AND RIGHT OF REENTRY

Upon the expiration, cancellation or termination of this Agreement pursuant to any terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as 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 leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the City's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period the Lessee will pay to the City current Agreement rentals), or during the term of this Agreement, if the Lessee is not in default in rentals or any other charges or obligations due the City, the Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises, and provided, further, that the Lessee repairs all damages that might be occasioned by such removal, and restore the site to the condition above required.

ARTICLE 26 SIGNS AND LOGOS

The Lessee shall have the right to install one sign on the Leased Premises identifying it 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 written approval of the City. All signs must comply with the City's sign ordinance and all airport rules, regulations and minimum standards. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or to the traffic, or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City

ARTICLE 27
ASSIGNMENT & SUBLEASE

Lessee shall not assign or sublet the demised premises or any part thereof. Any assignment or transfer of this Agreement, or any rights of the Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

ARTICLE 28
WARRANTY

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

ARTICLE 29
NOTICES

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.

The notice addresses of the parties are as follows:

To the City: The Honorable Mayor Michelle Davis-Younger
 The City of Manassas
 Manassas Regional Airport
 9027 Center Street
 Manassas, Virginia 20110

With a copy to:

City of Manassas
Airport Director
Manassas Regional Airport
10600 Harry J. Parrish Blv.
Manassas, Virginia 20110

The Lessee: Virginia Railway Express
 Attn: Chief Executive Officer
 1500 King Street, Suite 202
 Alexandria, VA 22314-2730

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

ARTICLE 30 WAIVER

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

ARTICLE 31 SUBORDINATION

This Agreement is subject and subordinate to the following:

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

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

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

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

Except to the extent required for the performance of any obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights which are

subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

**ARTICLE 32
ENTIRE AGREEMENT**

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

**ARTICLE 33
PARTIAL INVALIDITY**

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

**ARTICLE 34
BINDING EFFECT**

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

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

THE CITY OF MANASSAS

Airport Director
City of Manassas, Virginia

ATTEST:

Signature

Print Name

ATTEST:

Signature

Print Name

LESSEE

By: _____

Print Name: _____

Title: _____

Exhibit A

