



City of Manassas, Virginia
City Council Meeting

AGENDA

City Council Regular Meeting
Council Chambers
9027 Center Street
Manassas, VA 20110
Monday, April 28, 2025

Call to Order - 5:30 p.m.

Roll Call

Invocation and Pledge of Allegiance

Council Time

Mayor Time

City Manager Time

1. Presentations

- 1.1 Manassas City Crime Solvers
(Cliff Blasius, President of Manassas City & Manassas Park Crime Solvers)
[Crime Solvers Presentation](#)
- 1.2 Proclamation: Bike to Work Day
[Proclamation: Bike to Work Day](#)
- 1.3 MCPS School Presentation - Baldwin Elementary School
(Staff: David Rupert, Principal - Introduced by Dr. Zella Jones, MCPS School Board)
[PRES Baldwin Elementary School](#)

2. Consent Agenda

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

SUGGESTED MOTION: "I move that the Consent Agenda be approved and the readings of the ordinances be dispensed."

SUGGESTED MOTION #2: "I move that Items # and # be removed from the Consent Agenda and be added as Items # and #, respectively, and that the remaining Consent Agenda items be approved as it now appears and the readings of the ordinances be dispensed."

- 2.1 **Proclamation: Bike to Work Day**
[Proclamation: Bike to Work Day](#)
- 2.2 **Resolution #R-2025-732 Amending the FY 2025 Budget by Budgeting and Appropriating \$445,851 of State of Good Repair Funds for Church Street (from Zebedee to West) Paving**
(Staff: Chloe Delhomme, AICP, Senior Planner)
[R-2025-732 RES Church Street](#)
[2025-732 ATTH01 Project Picture](#)
[2025-732 ATTH02 Appendix A](#)
- 2.3 **Resolution #R-2025-733: Rail-with-Trail Feasibility Study – MOU with Manassas Park and Prince William County**
(Staff: Chloe Delhomme, AICP, Senior Planner)
[R-2025-733 RES Rail with Trail](#)
[2025-733 ATTH01 MOU](#)
[2025-733 ATTH02 Project Location Map](#)
- 2.4 **Approval of City Council Meeting Minutes**
(Staff: Eric W. Smith II, City Clerk)
[2025-02-10 City Council Meeting Minutes](#)
[2025-02-18 COTW-Work Session Minutes](#)
[2025-02-24 City Council Meeting Minutes](#)
[2025-02-26 Budget Work Session Meeting Minutes](#)
[2025-03-03 Budget Work Session Meeting Minutes](#)
[2025-03-05 Budget Work Session Meeting Minutes](#)
[2025-03-12 Budget Work Session Meeting Minutes](#)

3. Public Hearing

- 3.1 **Public Hearing: Proposed Fiscal Year 2026 Real Property Tax Increase**
(Staff: Diane Bergeron, Assistant City Manager/Finance Director)
[ATTH01 FY2026 Notice of Real Property Tax Increase Ad](#)

[Affidavit of Publication - Notice of Rate Increase](#)

- 3.2 Public Hearing: Proposed Fiscal Year 2026 Real Property Tax Rate, Increases in Personal Property Tax Rates and Sewer, Water, and Electric Utility Rates (Staff: Diane Bergeron, Assistant City Manager/Finance Director)**

[ATTH01 FY2026 Budget & Rate Increases Ad](#)

[Affidavit of Publication - Budget & Rate Increases](#)

- 3.3 Public Hearing: Proposed Fiscal Year 2026 Annual Operating Budget and Five-Year Capital Improvement Program**

(Staff: Diane Bergeron, Assistant City Manager/Finance Director)

[ATTH01 FY2026 Budget & Rate Increases Ad](#)

[Affidavit of Publication - Budget & Rate Increases](#)

4. Ordinances and Resolutions

- 4.1 Resolution #2025-709: AccessStar Community Living Services - Beacon II - Adult Day Care Center SUP**
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)

[2025-709 RES AccessStar Community Living Services - Beacon II - Adult Day Care Center SUP](#)

[2025-709 ATTH01 Draft SUP Conditions](#)

[2025-709 ATTH02 Generalized Development Plan](#)

- 4.2 Ordinance #2025-710: Liberia Associates LLC - Signal Hill Condominium Association REZ**
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)

[2025-710 ORD Liberia Associates LLC - Signal Hill Condominium Association REZ](#)

[2025-710 ATTH01 Property Map](#)

- 4.3 Resolution #R-2025-764: Amending Manassas Regional Airport Rules and Regulations for Aeronautical Services and Activities**
(Staff: Jolene Berry, Assistant Airport Director)

[2025-764 RES Amending Manassas Regional Airport Rules and Regulations for Aeronautical Services and Activities](#)

[ATTH01 Redline Airport Rules and Regulations 2025 \(Redline Version\)](#)

[ATTH02 Final Airport Rules and Regulations 2025](#)

- 4.4 Resolution #R-2025-765: Amending Manassas Regional Airport Minimum Standards for Aeronautical Services and Activities**
(Staff: Jolene Berry, Assistant Airport Director)

[2025-765 RES Amending Manassas Regional Airport Minimum Standards](#)

[ATTH01 Redline Airport Minimum Standards 2025](#)

[ATTH02 Final Airport Minimum Standards 2025](#)

- 4.5 Resolution #R-2025-770: Landscape Grant – 9403 Battle Street**

(Staff: Patrick Small, Director of Economic Development)

[R-2025-770 Landscape Grant - 9403 Battle Street](#)

[Application - Landscape Grant- 9403 Battle Street](#)

5. Public Comment

The Public Comment portion of the agenda is set aside for those residents who wish to address the Council for less than three minutes each. Residents need not give prior notice to the City to speak during the Public Comment portion of the agenda. Residents may address the Council for longer than three minutes if they ask the City Manager for a place on the agenda at least four working days before the meeting.

6. Authorize a Closed Meeting

6.1 Resolution R-2025-766 Authorizing a Closed Meeting

(Staff: Craig Brown, City Attorney)

[R-2025-766 Authorize A Closed Meeting](#)

7. Certify the Closed Meeting

7.1 Resolution #R-2025-768 Certifying a Closed Meeting

(Staff: Craig Brown, City Attorney)

[R-2025-768 Certify The Closed Meeting](#)

Adjournment



City Council Agenda Item Report

Agenda Item No. 1.1
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: April 28, 2025

Item Title

Manassas City Crime Solvers
(Cliff Blasius, President of Manassas City & Manassas Park Crime Solvers)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department City Clerk
Meeting Body City Council

Item ID 2025-713
Drafter Eric Smith
Meeting Date April 28, 2025

ATTACHMENTS

- [Crime Solvers Presentation](#)

Manassas City – Manassas Park



.....A program that allows citizens to anonymously provide information about crimes to the Police

What is Crime Solvers?

- The Manassas City / Manassas Park Crime Solvers is a program that offers citizens a safe, secure and totally anonymous way to help the Police Departments in the Cities of Manassas & Manassas Park
- In the Fight Against Crime, it joins citizens, law enforcement and media

History

- In 1976, a Detective in New Mexico needed assistance in solving a robbery / murder and devised the concept of partnering the community, local media and an anonymous tip line.
- The first Virginia program was in Fairfax County – 1978
- Now over 50 programs throughout Virginia



Photo credit: Virginia Crime Stoppers Association
April 1, 2003

Virginia Legislation

- **Crime Stoppers Programs**

§ 15.2-1713.1. Local "Crime Stoppers" programs; confidentiality.

- **Protection for Tipsters**

§ 2.2-3706. Disclosure of law-enforcement and criminal records; limitations.

- **Civilian Board Immunity**

§ 8.01-226.3. Civil immunity for officers, directors and members of certain crime information-gathering organizations.

What Does It Do?

Provides the tools for citizens to anonymously help law enforcement fight crime by:

- Identifying Criminals
- Recovering Stolen Property
- Taking Illegal Drugs off the Streets
- Reintroducing Unsolved Cases
- Locating Fugitives
- Putting Criminals Behind Bars

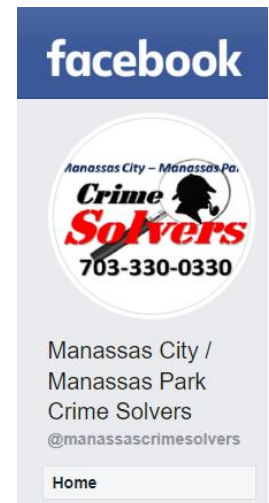
Media

- Press Releases of criminal activity from the Police Departments in the Cities of Manassas & Manassas Park, are reposted on the Crime Solvers website and Facebook page
- At the end of each Press Release, the Crime Solvers Tip Line and P3 Tip Portal are included



The Manassas City/Manassas Park Crime Solvers will pay a cash reward up to \$1,000 for information that leads to an arrest in these cases. The confidential 24-hour tip line is **703.330.0330**. You can also submit a web tip at: <https://www.p3tips.com/tipform.aspx?ID=271#>

Crime Solvers pagará un premio de hasta \$1,000 en efectivo por información que ayude en arrestar los sospechosos en estos casos. Llame las 24 horas al **703.330.0330**. Nunca tiene que dar su nombre; solamente la información. <https://www.p3tips.com/tipform.aspx?ID=271#>



How Does it Work?

- Citizens with information, contact the anonymous, 24-hour confidential Tip Line or use the online P3 Tip Portal



 Manassas City / Manassas Park Crime Solvers, Inc.
Manassas, Virginia, United States
(703) 330-0330 | manassascrimesolvers.org

Options & Language ▾

Call 911 if this is an emergency or a crime in progress.

General Information ^

Description: (Including... Who, What, When, Where and How Do You Know) *

Offense Type *

Address of Incident

County City, State (required) *

Nearest Intersection or Crossing Street

Neighborhood or Subdivision

How did you hear about our program?

Links to any online news stories you are reporting in reference to. (copy/paste the URL if possible)



How Does It Work? *(continued)*

- Citizen is given a unique identification number by the service provider
- Tip is forwarded to local Law Enforcement to investigate



How Does It Work? *(continued)*

- If an arrest is made, Law Enforcement informs the Board of the arrest and the crime(s) charged
- Based on the type(s) of crime(s), the Crime Solvers Board determines the reward amount the citizen is eligible to receive
- Rewards can be up to **\$1,000**
- Cash reward is paid



What We Do Not Do

- **Crime Solvers is not a Law Enforcement Agency**
- **Crime Solvers is not a crime prevention program**
- **Crime Solvers does not solve crimes**

Program Name

- Crime Solvers, Crime Stoppers, Silent Witness – All are the same programs
- Over 1,000 programs around the world



CrimeStoppers Phone Number on
the Window of the
Portree Police Station
Isle of Skye, Scotland
July 2018

Logo



"*Sherlock Holmes* is a fictional private detective created by British author Sir Arthur Conan Doyle.

Referring to himself as a "consulting detective" in the stories, Holmes is known for his proficiency with observation, deduction, forensic science, and logical reasoning that borders on the fantastic, which he employs when investigating cases for a wide variety of clients, including Scotland Yard"¹

¹ Definition from Wikipedia, the Free Encyclopedia

Manassas City / Manassas Park Board of Directors

- Manassas City Crime Solvers was established in 1987
- Manassas Park joined in January 2012
- Board of Directors volunteers are citizens living or working in the Cities of Manassas & Manassas Park
- Community Based – Non-Profit IRS 501(c)(3) Organization
- Operates entirely with contributions from local individuals, organizations and businesses.

Board of Directors

- Responsibilities include:
 - Administering and Managing the Program
 - Creating Policies
 - Program Publicity
 - Fundraising
 - Determining and Paying Rewards

Program Publicity & Fundraising

- The Board of Directors is visible at community events in the Cities of Manassas & Manassas Park, advertising the anonymous phone Tip Line number and online P3 Tip Portal



How You Can Help

- Help advertise the Tip Line and online P3 Tip Portal to the community
- Please consider making a donation to assist with our crime fighting mission. Our program is endorsed by the Manassas City and Manassas Park Police Departments. Manassas City/Manassas Park Crime Solvers is a non-profit, federally tax-exempt 501(c)(3) organization, IRS#54-1430034. Contributions may qualify as a charitable donation for federal income tax purposes.

Any Questions?





City Council Agenda Item Report

Agenda Item No. 1.2

Submitted by: Chloe Delhomme

Submitting Department: Community Development

Meeting Date: April 28, 2025

Item Title

Proclamation: Bike to Work Day

Suggested Action and/or Recommendation

Approve

Suggested Motion

Item Type Proclamations

Submitting Department Community Development

Meeting Body City Council

Item ID 2025-746

Drafter Chloe Delhomme

Meeting Date April 28, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Staff: Chloe Delhomme, AICP, Senior Planner

ATTACHMENTS

- [Proclamation: Bike to Work Day](#)



PROCLAMATION

WHEREAS, Bike to Work Day began in 1956 and has grown into a widespread event in an effort to get commuters to try bicycling to work as a healthy and safe alternative to driving alone; and

WHEREAS, bicycle commuting benefits the National Capital Region, including the City of Manassas, by improving air quality, reducing noise, and encouraging energy conservation; and

WHEREAS, bicycle commuting benefits the National Capital Region, including the City of Manassas, by enhancing the quality of life for its residents and by creating healthy and vibrant communities; and

WHEREAS, bicycle commuting benefits both employees and employers through better health and fitness, lower costs, and reduced parking spaces; and

WHEREAS, Bike to Work Day supports the City of Manassas comprehensive plan mobility vision, which seeks to provide a sustainable multi-modal transportation system throughout the City; and

WHEREAS, in June 2023, the City of Manassas was awarded the Bronze-level Bicycle Friendly Community award by the League of American Bicyclists; and

WHEREAS, the National Capital Region Transportation Planning Board proclaimed Thursday, May 15, 2025 as Bike to Work Day throughout the Washington Metropolitan Region; and

WHEREAS, the City of Manassas is celebrating [Bike Month](#) with numerous events throughout the month of May.

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby proclaim Thursday, May 15, 2025 as

Bike to Work Day

in the City of Manassas and encourage all citizens to participate on May 15th by visiting <https://www.biketoworkmetrodc.org>, and also to use and explore the City's growing bicycle network throughout the year.

ATTEST:

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

Eric W. Smith, II City Clerk



City Council Agenda Item Report

Agenda Item No. 1.3
Submitted by: Eric Smith
Submitting Department: City Clerk
Meeting Date: April 28, 2025

Item Title

MCPS School Presentation - Baldwin Elementary School
(Staff: David Rupert, Principal - Introduced by Dr. Zella Jones, MCPS School Board)

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations
Submitting Department City Clerk
Meeting Body City Council

Item ID 2025-772
Drafter Eric Smith
Meeting Date April 28, 2025

ATTACHMENTS

- [PRES Baldwin Elementary School](#)



Manassas City Public Schools

Leadership Prince William and Micron



Present

Baldwin Gardens





Why Baldwin Gardens?



The purpose for the school garden is to create a hands-on learning environment that fosters environmental stewardship, promotes healthy eating, and strengthens community engagement.

Goals that align with the creation of the school community garden:

Environmental Education

Provide students with an opportunity to learn about sustainable gardening practices, ecology, and the environment through direct interaction with nature.



Benefits of Indigenous Plants For Our City

Indigenous plants are crucial to Northern Virginia's ecosystem because they support local wildlife, enhance biodiversity, and contribute to environmental stability. These plants are well-adapted to the region's climate and soil, requiring fewer resources like water and fertilizer compared to non-native species. By providing food, shelter, and nesting sites for native animals, such as birds, insects, and mammals, they help maintain a healthy, balanced ecosystem. Additionally, indigenous plants improve soil health, prevent erosion, and help manage stormwater, all of which are important for the region's sustainability. Preserving and planting native species also strengthens cultural heritage, as many of these plants have historical significance for Indigenous peoples in the area. Below are examples of some of the indigenous plants that will be in our garden.

- Butterfly Milkweed (*Asclepias tuberosa*): A vital food source for monarch butterflies.



- Swamp Milkweed (*Asclepias incarnata*): Another important milkweed species for pollinators.



- Cardinal Flower (*Lobelia cardinalis*): A striking perennial with bright red flowers.



Benefits of Pollinator Plants For Our Garden

Pollinator plants—those that attract and support pollinators—are beneficial for indigenous plants because they help sustain healthy pollinator populations. By providing nectar and pollen, these plants keep bees, butterflies, and other pollinators active in the area, increasing the chances that nearby indigenous plants will be pollinated. This boosts reproduction and genetic diversity among native species, helping ecosystems stay balanced and resilient. Including pollinator-friendly plants in landscapes can also restore natural habitats and strengthen connections between native plants and their pollinators.

Marigolds

- Pollinator Benefits: Bees love the bright orange and yellow flowers of Marigolds. The flowers' nectar provides food for pollinators, helping them thrive.



Sunflowers

- Pollinator Benefits: Sunflowers provide abundant nectar and pollen, which attract bees, butterflies, and even hummingbirds. Their large blooms act as a beacon for pollinators.



Zinnia

- Pollinator Benefits: Zinnias are especially attractive to butterflies and bees. Their nectar-rich flowers offer pollinators a perfect source of food and help boost biodiversity.



Benefits of Pollinator Plants For Our Garden

Herb and pollinator-friendly herb plants are great for both gardens and the environment. They attract bees, butterflies, and other pollinators, which support the health and reproduction of surrounding plants, especially native species. Many herbs—like basil, thyme, lavender, and mint—produce flowers rich in nectar and pollen, helping to sustain pollinator populations. At the same time, these herbs are useful to humans for cooking, medicine, and natural pest control. Planting them supports biodiversity, improves garden productivity, and helps create a more balanced, thriving ecosystem.

Basil

- Environmental Benefits: Basil attracts bees, which help pollinate other plants. It's also a natural pest repellent, making it great for companion planting.



Oregano

- Environmental Benefits: Oregano attracts pollinators like bees and butterflies, enhancing the biodiversity of your garden. It also naturally deters some pests.



Lavender

- Environmental Benefits: Lavender attracts pollinators and is drought-tolerant, making it a great plant for conserving water. It also helps improve soil quality by preventing erosion.





Why Baldwin Gardens?



Community Building

Strengthen the sense of community among students, teachers, and parents by involving them in garden-related activities, fostering collaboration and teamwork.

Hands-On Learning

Offer real-world experiences in science, math, and biology through gardening activities, helping students understand concepts like plant growth, ecosystems, and nutrition.

Health and Nutrition

Encourage healthy eating habits by growing fruits and vegetables that students can harvest, promoting the benefits of fresh, locally-grown produce.

Emotional Well-being

Provide a peaceful and therapeutic space for students to relax and reduce stress, improving their mental health and well-being.





Baldwin Garden Dedication Ceremony

Baldwin Elementary School and Baldwin Intermediate School



Date: April 26th, 2025
Time: Noon
Location: Baldwin ES, 1978 Eagle Way
Manassas, VA 20110



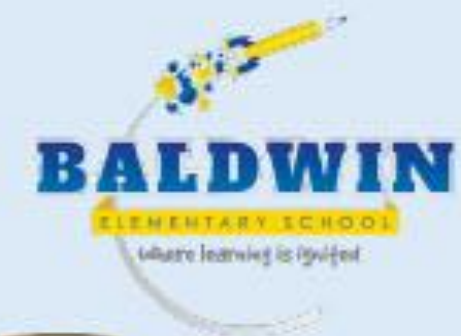
Please join us as we celebrate the growth of something truly special — the dedication of our brand-new school garden! This beautiful space will be a place of learning, growth, and connection for all our students.



Our Generous Sponsors:

We'll enjoy a short ceremony as we officially open our garden.

*Come see how our garden will blossom for years to come.
We hope you can join us!*



Presented by Leadership Prince William Class of 2025 - "A Spark in the Dark!"

Dr. Kevin Newman, Superintendent
David Rupert, Principal, Baldwin ES
Dakota Jackson, Principal, Baldwin IS

Baldwin's Current Gardens

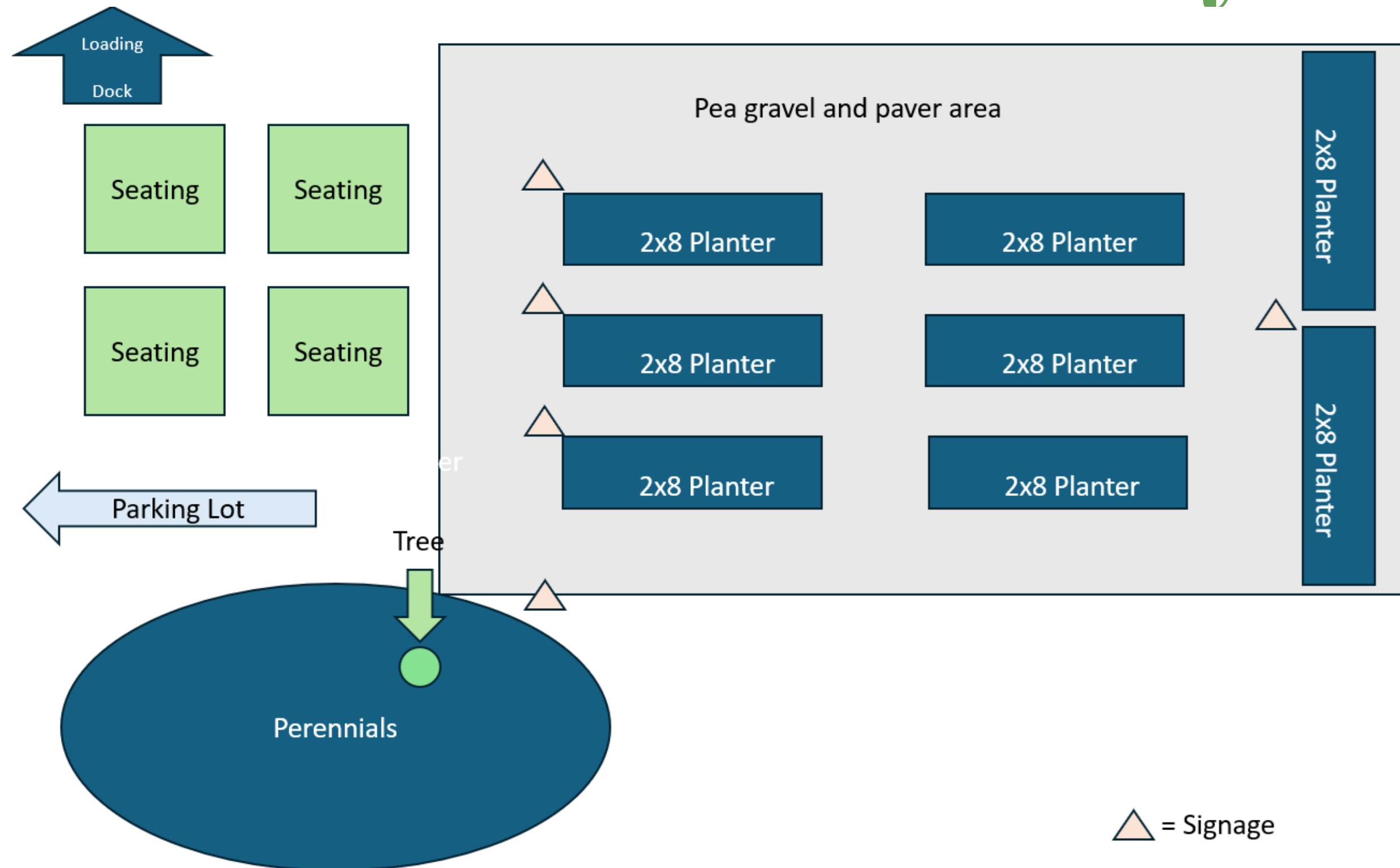




The Start of Baldwin's New Gardens



Baldwin Garden Layout



Leadership Prince William Class of 2025 presents:

Connections

A celebration of our Community!

Experience what our community has to offer!

Fun for the whole
family!



PLACE: BALDWIN ELEMENTARY SCHOOL
1978 EAGLE WAY, MANASSAS, VA 20110

DATE: SATURDAY, APRIL 26, 2025
10 A.M. - 3 P.M.

FREE!



Drumming!

Create your
own ART!



Sit with a
Therapy Dog!



Zumba and Fitness!

Touch a TRUCK!



Recycling Station!

Hands on STEM
activities!



Bring clothing
donations!



SPONSORED BY:



LEADERSHIP
PRINCE WILLIAM

micron

MANASSAS CITY
PUBLIC SCHOOLS



What is Next for Baldwin Gardens?



- Indigenous Garden - school community use for a healthier city, class visits, after school clubs will help maintain.
- Herb Garden (2nd floor outdoor space BES) - herbs will be used at Metz Middle School in their vegetable garden for enhancements.
- OHS and BES/BIS: students will continue to build, decorate and tend to garden with ongoing needs while Micron and Leadership Prince William will continue their support as well.
- Come visit and enjoy!

The page is decorated with various botanical illustrations. In the top left, there is a sprig of small green leaves and a single red flower with yellow centers. To its right are several long, pointed green leaves. On the far right, a large, detailed monstera leaf is partially visible. In the bottom left corner, another large monstera leaf is shown. The bottom center features a small cluster of round green leaves on a stem. The bottom right has a sprig of small, rounded green leaves. The text is centered in a green, serif font.

We Hope You Enjoy the
Benefits of the Baldwin
Gardens



City Council Agenda Item Report

Agenda Item No. 1.2

Submitted by: Chloe Delhomme

Submitting Department: Community Development

Meeting Date: April 28, 2025

Item Title

Proclamation: Bike to Work Day

Suggested Action and/or Recommendation

Approve

Suggested Motion

Item Type Proclamations

Submitting Department Community Development

Meeting Body City Council

Item ID 2025-746

Drafter Chloe Delhomme

Meeting Date April 28, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Staff: Chloe Delhomme, AICP, Senior Planner

ATTACHMENTS

- [Proclamation: Bike to Work Day](#)



PROCLAMATION

WHEREAS, Bike to Work Day began in 1956 and has grown into a widespread event in an effort to get commuters to try bicycling to work as a healthy and safe alternative to driving alone; and

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WHEREAS, bicycle commuting benefits both employees and employers through better health and fitness, lower costs, and reduced parking spaces; and

WHEREAS, Bike to Work Day supports the City of Manassas comprehensive plan mobility vision, which seeks to provide a sustainable multi-modal transportation system throughout the City; and

WHEREAS, in June 2023, the City of Manassas was awarded the Bronze-level Bicycle Friendly Community award by the League of American Bicyclists; and

WHEREAS, the National Capital Region Transportation Planning Board proclaimed Thursday, May 15, 2025 as Bike to Work Day throughout the Washington Metropolitan Region; and

WHEREAS, the City of Manassas is celebrating [Bike Month](#) with numerous events throughout the month of May.

NOW, THEREFORE, I, Michelle Davis-Younger, Mayor of the City of Manassas, Virginia and on behalf of the Manassas City Council, hereby proclaim Thursday, May 15, 2025 as

Bike to Work Day

in the City of Manassas and encourage all citizens to participate on May 15th by visiting <https://www.biketoworkmetrodc.org>, and also to use and explore the City's growing bicycle network throughout the year.

ATTEST:

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

Eric W. Smith, II City Clerk



City Council Agenda Item Report

Agenda Item No. 2.2
Submitted by: Sandra Mitchell
Submitting Department: Finance
Meeting Date: April 28, 2025

Item Title

Resolution #R-2025-732 Amending the FY 2025 Budget by Budgeting and Appropriating \$445,851 of State of Good Repair Funds for Church Street (from Zebedee to West) Paving
(Staff: Chloe Delhomme, AICP, Senior Planner)

Suggested Action and/or Recommendation

Approve and place the resolution on the Consent Agenda for April 28, 2025

Suggested Motion

I move that Resolution 2025-732 be approved.

Item Type Resolutions
Submitting Department Finance
Meeting Body City Council

Item ID 2025-732
Drafter Sandra Mitchell
Meeting Date April 28, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

\$445,851 – From State of Good Repair (SGR) Funding

Executive Summary and Background Information

The City was awarded \$445,851 in State of Good Repair funds to repave Church Street between West Street and Zebedee Street in FY25. Use of state funds will offset the need to use local funds.

ATTACHMENTS

- [R-2025-732 RES Church Street](#)
- [2025-732 ATTH01 Project Picture](#)
- [2025-732 ATTH02 Appendix A](#)

RESOLUTION R-2025-732

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 28th day of April, 2025, that the following funds be budgeted and appropriated as shown.

State of Good Repair - Church Street (from Zebedee to West)		
GENERAL FUND		
<u>Revenue:</u>		
10098125-324001 G2500	State Categorical Aid/Grants	445,851.00
<u>Expenditure:</u>		
10042512-439004 G2500	Paving Services	445,851.00

For: State of Good Repair Funding – Church Street (from Zebedee to West)

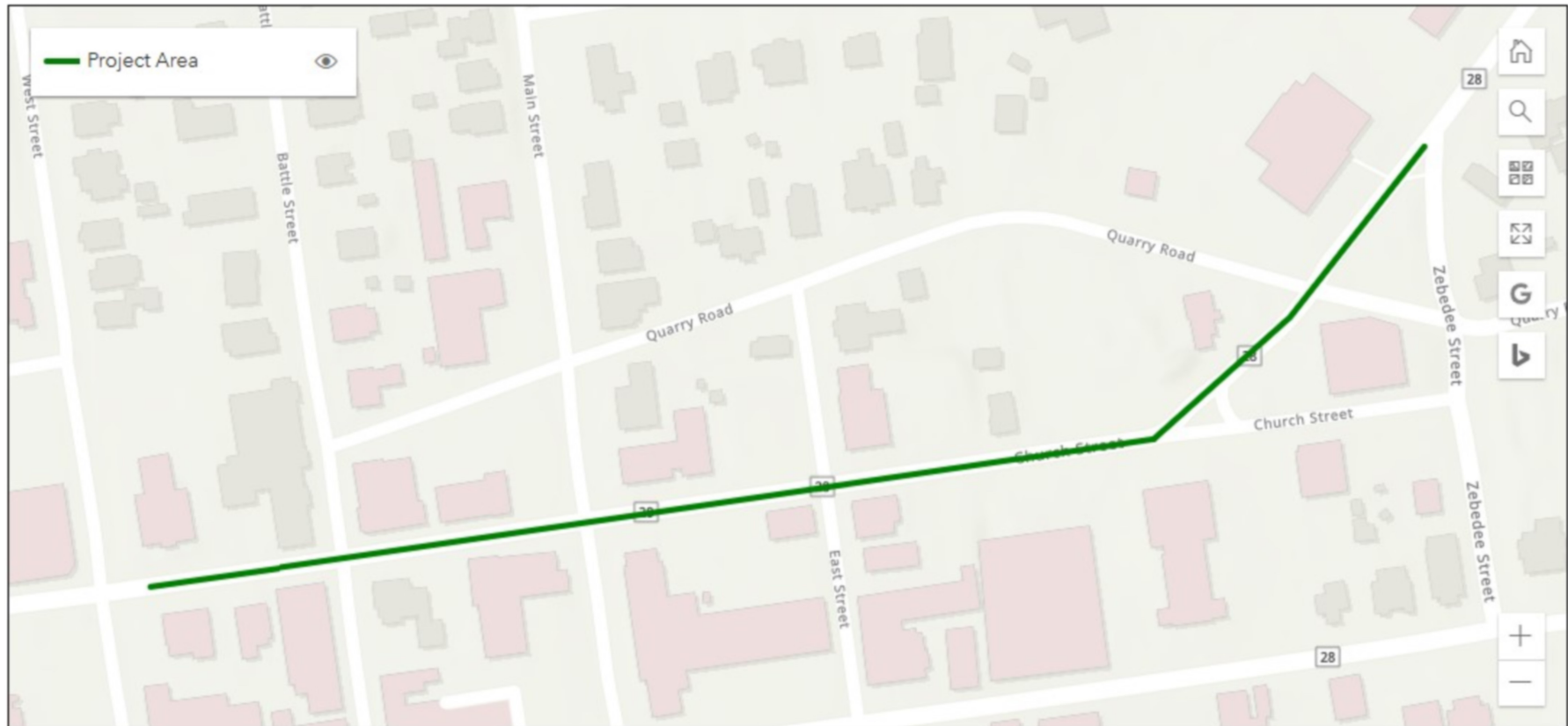
This resolution shall take effect upon its passage.

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

ATTEST:

Eric Smith City Clerk

Location



Areas Served

The geographic information below will populate based on items added to the map.

Districts Served

- NOVA

MPOs Served

- National Capital Region
Transportation Planning
Board

PDCs Served

- Northern Virginia

Jurisdictions Served

- Manassas City

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0028-155-342	125414	City of Manassas

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the CITY OF MANASSAS, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project and the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* (“LAP Manual”), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY’S commitment to provide local funding for the Project as contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations or policies.
- c. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

- g. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes ineligible for state reimbursement, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950) as amended, or other applicable provisions of state law or regulations.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of state-aid reimbursements
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
- k. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a. and 3.a.
- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

- e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
 5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise

agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

10. Prior to any action pursuant to paragraphs 2.b or 2.h of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY'S breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
12. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.
13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CITY OF MANASSAS, VIRGINIA:

Signature Date

City Engineering Director
Title

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Angel Deem

Signature Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A
Appendix B

Appendix A - Locally Administered

Version: Original

Prepared Date: 11/13/2024

Project Details

UPC: 125414 State Project #: 0028-155-342 CFDA #: 20.205 Locality UEI #: EUD6N1LLGKM5

Locality: City of Manassas Address: 8500 Public Works Drive, Manassas, VA 20110

Work Description: #SGR25LP - 2 WB LANES CHURCH ZEBEDEE TO WEST ST Project Location (Zip +4) 20110-5414

Project Points of Contact

Locality Project Manager

Name: Steven Schrank
Phone: 703-257-8347
Email: sschrank@manassasva.gov

VDOT Project Coordinator

Name: Sofia Pinedo
Phone: 703-259-1724
Email: sofia.pinedo@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$25,500	\$0	\$420,351	\$445,851
Estimated VDOT Project Oversight	\$6,000	\$0	\$3,000	\$9,000
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$31,500	\$0	\$423,351	\$454,851

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
SGR	\$454,851	0%	\$0	\$454,851	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Funding Totals	\$454,851		\$0	\$454,851	\$445,851

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official

Date

Lance Kilby

Printed Name of Locality Official

City Engineering Director

Title of Locality Official

Authorized VDOT Official

Date

Kurt Kuppert

Printed Name of VDOT Official

Urban Program Manager

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Locally Administered State-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0028-155-342	125414	City of Manassas

SMART SCALE

Administration of this Project, including but not limited to Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

Authorized Locality Official Signature and Date

Printed Name of Locality Official



City Council Agenda Item Report

Agenda Item No. 2.3
Submitted by: Sandra Mitchell
Submitting Department: Finance
Meeting Date: April 28, 2025

Item Title

Resolution #R-2025-733: Rail-with-Trail Feasibility Study – MOU with Manassas Park and Prince William County
(Staff: Chloe Delhomme, AICP, Senior Planner)

Suggested Action and/or Recommendation

Approve and place the resolution and MOU on consent agenda for April 28, 2025

Suggested Motion

I move that Resolution 2025-733 be approved.

Item Type Resolutions
Submitting Department Finance
Meeting Body City Council

Item ID 2025-733
Drafter Sandra Mitchell
Meeting Date April 28, 2025

Advisory Board/Committee Review

N/A

Fiscal Impact

\$180,000 – From Manassas Park and Prince William County

Executive Summary and Background Information

The City of Manassas is partnering with the City of Manassas Park and Prince William County to conduct a feasibility study of a 3-mile multi-jurisdictional trail adjacent to the Virginia Railway Express (“VRE”) Manassas Line between Downtown Manassas and the Bull Run Trail in Fairfax County. The cost of the planning phase will be split three ways and City of Manassas is designated as the lead jurisdiction over the planning phase of the project.

ATTACHMENTS

- [R-2025-733 RES Rail with Trail](#)
- [2025-733 ATTH01 MOU](#)
- [2025-733 ATTH02 Project Location Map](#)

RESOLUTION R-2025-733

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 28th day of April, 2025, that the following funds be budgeted and appropriated as shown and that the City Manager is authorized to sign the MOU for the feasibility study.

Rail with Trail Feasibility Study - MOU with Manassas Park & Prince William County		
NVTA CAPITAL PROJECTS FUND		
<u>Revenue:</u>		
39997700-318450 C2513	Donations/Contributions - Manassas Park	90,000.00
39997700-318450 C2513	Donations/Contributions - Prince William County	90,000.00
		180,000.00
<u>Expenditure:</u>		
39945300-439000 C2513	Project Development - Rail with Trail Study	180,000.00

For: Rail with Trail Feasibility Study

This resolution shall take effect upon its passage.

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

ATTEST:

Eric Smith City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into this _____ day of _____, 2025, by and between the Prince William Board of County Supervisors ("BOCS") and the Governing Bodies of the City of Manassas and the City of Manassas Park (the "Governing Bodies") provides guidance for conducting the feasibility study of a multijurisdiction trail project titled "VRE Manassas Line Rail-with-Trail: Phase 1" ("Project").

1. Background:

The Governing Bodies and Prince William County ("PWC") have been greatly developing and expanding their bicycle and pedestrian networks; however, major gaps remain in the regional connections which make them disconnected from each other and from the rest of the Washington, D.C. Metropolitan area. The Project, which was previously supported by the jurisdictions for a federal grant application due to its numerous benefits, would offer a context sensitive solution by using an existing transportation corridor to create a long-distance off-road active transportation spine.

The Project will include the development of a conceptual plan for a 3-mile section of the Rail-with-Trail adjacent to the Virginia Railway Express ("VRE") Manassas Line between Downtown Manassas and the Bull Run Trail in Fairfax County. As part of this planning phase, a concept and cost estimate for final design, right-of-way, and construction will be completed in order to advance a joint application to the Fiscal Year 2026 – 2031 Northern Virginia Transportation Authority ("NVTA") Six Year Program.

This project is considered Phase 1 of the overall project titled as "VRE Manassas Line Trail: Landmark to City of Manassas" in NVTA's Long-Range Transportation Plan, known as Transaction (ID 439). The Project is also included in the long-range transportation plan of the Metropolitan Washington Council of Governments' Transportation Planning Board, known as Visualize 2045, as part of the National Capital Trail Network. Phase 1 of this multi-jurisdiction project will span across the Cities of Manassas and Manassas Park and PWC.

The City of Manassas developed a Task Order using their On-Call Engineering contract to acquire consultant services to develop the feasibility study. Kimley-Horn has developed the attached proposal and fee. The cost for advancing the Project is \$268,600.42

2. Funding the Feasibility Study

In order to advance the Project, the Governing Bodies and BOCS propose to make approximately equal financial contributions. The City of Manassas Park will contribute \$90,000. Prince William County will contribute \$90,000, pending approval of the Board of County Supervisors. The City of Manassas will provide a financial contribution of \$88,600.42 to fully fund the project, in addition to providing in kind services from administering the project.

Should the Project be billed at an amount different than the proposed amount, authorized designees of the Governing Bodies and BOCS will make any necessary scope adjustments to align with the approved budget.

The City of Manassas will lead the planning phase of the Project. The BOCS and the City of Manassas Park agree to fund their portion of the Project at the execution of this Memorandum of Understanding.

3. Project Administration

The City of Manassas is designated as the lead jurisdiction over the planning phase of the Project and will be responsible for managing the Project to include the procurement process. The City of Manassas Park and PWC agree to participate as part of the Project's advisory team in order to assist the development of the feasibility study for the Project.

4. Feasibility Study Deliverables

Kimley-Horn will provide all deliverables from the feasibility study to all jurisdictions in an email upon the appropriate completion of each task identified in the proposal.

5. Fiscal Year 2026 – 2031 NVT A Six Year Program

Upon completion of the feasibility study, City of Manassas staff will submit the funding application for the Fiscal Year 2026 – 2031 NVT A funding program. Staff from all jurisdictions will coordinate to ensure the preparation and delivery of an application to fully fund the Project for the following project phases: preliminary engineering, right-of-way, construction, and oversight. If awarded, the Cities of Manassas and Manassas Park will jointly administer the project.

Enclosures

Kimley-Horn Feasibility Study Proposal and Fee

{Signature pages follow}

WITNESS the following signatures:

CITY OF MANASSAS

BY: _____
Steve Burke, City Manager

COMMONWEALTH OF VIRGINIA;
City of Manassas, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by Steve Burke, City Manager of the City of Manassas, a Virginia municipal corporation.

NOTARY PUBLIC

My Commission expires: _____

Notary Registration No.: _____

CITY OF MANASSAS PARK

BY: _____
Carl Cole, City Manager

COMMONWEALTH OF VIRGINIA;
City of Manassas Park, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by Carl Cole, City Manager of the City of Manassas Park, a Virginia municipal corporation.

NOTARY PUBLIC

My Commission expires: _____

Notary Registration No.: _____

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY

BY: _____
Ricardo Canizales
Director of Transportation
Authorized by Resolution No.

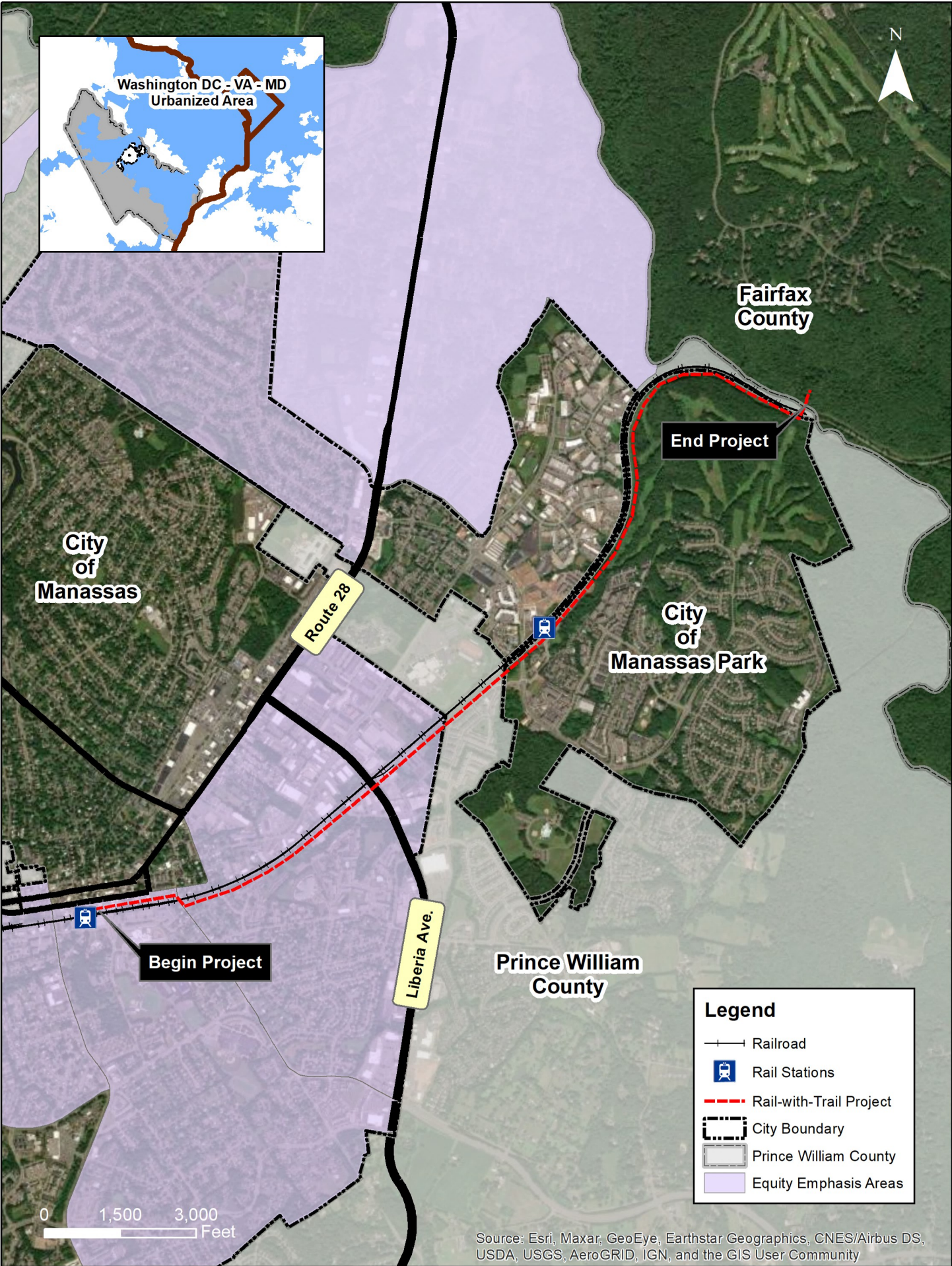
COMMONWEALTH OF VIRGINIA;
County of Prince William, to-wit:

I, the undersigned Notary Public, hereby certify that RICARDO CANIZALES, Director of Transportation and authorized agent of the Board of County Supervisors of Prince William County, Virginia, whose name is signed to the foregoing Agreement, appeared and acknowledged the same before me this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission expires: _____

Notary Registration No.: _____





Manassas City Council
Regular Meeting – Manassas City Hall – Council Chambers
February 10th, 2025 – 5:30 pm

A Regular Meeting of the Council of the City of Manassas, Virginia was held in the Council Chambers of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Mark Wolfe, Council Members Theresa Coates Ellis, Tom Osina, Ralph J. Smith, Sonia Vasquez Luna and Ashley Hutson

Staff present included: City Manager Steve Burke, Chief of Police Doug Keen, Assistant City Manager/Planning and Community Development Director Matt Arcieri, Interim Public Works Director Mike Morgan City, Director of Electric, Tarek Aly, Director of Utilities, Ana Davis Director of Water and Sewer, Jeff Small, City Attorney Craig Brown, City Clerk Eric Smith and Deputy City Clerk Karen Garcia. Mayor Davis-Younger called the meeting to order at 5:30 p.m. took a moment of silence and led the Pledge of Allegiance.

COUNCIL TIME

Vice Mayor Wolfe provided an update on a recent conference he attended, which focused on the potential of data centers to serve as valuable data sources. He also shared that the Prince William County Board of Supervisors had voted to cancel the Route 28 bypass project.

Council Member Ellis highlighted the success of the recent First Friday event and shared details about other upcoming activities taking place throughout the City of Manassas.

Council Member Osina expressed appreciation to Public Works in advance for their efforts to manage the anticipated snowfall later in the week. He reflected on recent Black History Month celebrations across the community and also commented on the cancellation of the Route 28 project.

Council Member Vasquez Luna congratulated the staff members recognized during the evening's proceedings. She acknowledged Black History Month, highlighting the significance of the Mayor's role as the City's first Black Mayor. She also addressed concerns about immigration enforcement, affirming that "there is no such thing as an illegal person." She welcomed Mr. Burke to the dais and reiterated preparations for the upcoming winter weather.

Council Member Hutson spoke about the strength diversity brings to the community and expressed sadness over the tone of current national discourse surrounding diversity. She also shared news of her appointment to the Northern Virginia Regional Commission (NVRC) and commended their ongoing work to serve the region.

MAYOR TIME

Mayor Davis-Younger shared thoughts on the cancellation of the Route 28 project and expressed concern about the growing unease surrounding diversity at the national level.

She recognized Anthony Neal, the first-place winner of the "If I Were Mayor" contest, and read his winning essay aloud.

In closing, she encouraged everyone to hold close the people they love.

CITY MANAGER TIME

Mr. Burke discussed the upcoming weather event, noting that emergency snow parking restrictions would go into effect at 8:00 a.m. on Tuesday, February 11. He also highlighted new artwork recently installed at several locations and shared information about the upcoming City holiday.

Vice Mayor Wolfe made a motion to amend the agenda to include a proclamation recognizing Police Chief Doug Keen.

Motion: Vice Mayor Wolfe
Second: Council Member Vasquez Luna
Vote: PASSED - Unanimous

Mayor Davis Younger presented Chief Keen with a proclamation in his honor. Chief Keen made brief remarks.

1. PRESENTATIONS

Police Department Presentation

Chief Keen expressed his gratitude to former Interim Police Chief, Captain Trey Lawler. Captain Lawler provided an overview of two Attorney General awards recently presented to Manassas City Police Department officers, with a video shown to honor each recognition.

He then presented additional awards to members of the Manassas Police Department.

Public Works Department Annual Report

Interim Public Works Director Mike Morgan presented the department's annual report.

Council Member Osina inquired whether the City is responsible for snow removal at school properties, and Mr. Morgan confirmed that it is.

Vice Mayor Wolfe asked about responsibility for school vehicle maintenance, and Mr. Morgan clarified that those costs are handled by the school system.

Airport Annual Report

Juan Rivera introduced Rod Hall, Chair of the Airport Commission, to present the department's annual report.

Mr. Hall acknowledged the Airport Commission members in attendance and proceeded with the presentation. A video was shown highlighting the airport's achievements and key initiatives over the past year.

Council and Mr. Hall engaged in a discussion about upcoming airport projects.

Following the presentation, Airport Commission Member Jakelin D. Melgar requested a group photo with the City Council.

Electric/ Water Department

Director of Electric Tarek Aly, Director of Utilities Ana Davis, and Director of Water and Sewer Jeff Small each presented reports from their respective departments.

Council Member Osina requested additional information about undergrounding efforts. Mr. Aly provided details on the project's timeline and associated costs.

Mr. Burke added that some existing underground infrastructure would need to be replaced as part of the process.

Council Member Vasquez Luna asked for more information regarding recent power outages.

2. CONSENT AGENDA

- 2.1. Resolution #R-2025-527: GMBL Annual License Agreement
- 2.2. Resolution #R-2025-538: Application for FY 2024-2025 PROTECT Program
- ~~2.3. Resolution #R-2025-550: Micron Technology Inc. Expansion 2025~~
- 2.4. Resolution #R-2025-539 Resolution Designating List of Community Events

Council Member Osina requested removal of Item 2.3 for further discussion. This item is moved and updated to item 3.3.

Motion: Osina
Second: Vasquez Luna
Vote: PASSED - Unanimous

3. ORDINANCES AND RESOLUTIONS

- 3.1 Resolution #R-2025-540 Approving a Real Estate Donation Agreement with the Virginia Electric and Power Company for the Jennie Dean Model Cottage

Motion: Vasquez Luna
Second: Osina
Vote: PASSED - Unanimous

- 3.2 Resolution #R-2025-530 Appointments to Boards, Committees, and Commissions

Motion: Osina
Second: Vasquez Luna
Vote: PASSED - Unanimous

- 3.3 Resolution #R-2025-550: Micron Technology Inc. Expansion 2025

Motion: Wolfe
Second: Vasquez Luna
Vote: PASSED – 5-1 (Ellis against)

Patrick Small, Economic Development Director, provided an overview of the item, noting that Micron is the City's largest taxpayer and employer.

He clarified that the proposal is not an investment by the City, but rather a tax incentive—meaning it involves foregone revenue, not existing funds. He cautioned that if Micron were to leave, the City would face a financial loss.

Vice Mayor Wolfe discussed the climate when Micron originally came to Manassas and noted that this action is to ensure money continues to flow into the city at nearly zero cost to the city.

Council Member Vasquez Luna discussed the importance of this item as over 300 jobs are on the line.

4. PUBLIC COMMENT

The following individuals addressed Council:

Timothy Plevniak

Mr. Plevniak discussed Human Trafficking Awareness Month and Human Trafficking in Manassas.

Janet Plevniak

Ms. Plevniak explained that the community is defined by its people and addressed various issues impacting the community.

Carolyn Malenick

Ms. Malenick expressed her disappointment that President Trump was not mentioned at the most recent City Council meeting, along with other issues affecting Manassas.

Andrew Smith

Mr. Smith expressed his gratitude to the city for advancing initiatives like electric vehicles and charging stations. He also discussed Micron, the Route 28 project, and shared that he relocated to Manassas for its small-town atmosphere.

Lynn Forkell Greene

Ms. Greene discussed the Micron item.

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 7:05 p.m.

Mayor Davis-Younger

City Clerk



A Committee of the Whole/ Work Session of the Council of the City of Manassas, Virginia was held in the Council Chambers of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Mark Wolfe, Council Members Theresa Coates Ellis, Tom Osina, Ralph J. Smith, Sonia Vasquez Luna and Ashley Hutson

Staff present included: City Manager Steve Burke, AICP Planning Manager Christian Samples, AICP Senior Planner Chloe Delhomme, City Attorney Craig Brown, Deputy City Attorney Amelia May, City Clerk Eric Smith and Deputy City Clerk Karen Garcia.

Mayor Davis-Younger called the meeting to order at 5:30p.m.

1. PRESENTATIONS

2045 Comprehensive Plan & Mobility Master Plan Updates

Mr. Arcieri introduced AICP Planning Manager Christian Samples, who provided an update on the comprehensive plan, highlighting completed projects, celebrating successes, and discussing potential future projects. The focus was on new opportunities in the potential tourist corridor and housing development.

Mr. Arcieri clarified that the comprehensive plans are recommendations and not final decisions, emphasizing that the process is exploratory. Council Member Vasquez Luna stressed the importance of improving the quality of life for all residents in the planning process.

AICP Senior Planner Chloe Delhomme presented the Mobility Master Plan, which included updates on city policies regarding existing conditions and opportunities for improvement. This encompassed future traffic analysis without the Route 28 Bypass, as well as recommendations for pedestrians, cyclists, the addition of nature and historic routes, and traffic calming measures.

Mr. Arcieri noted that the department is on track to finalize the comprehensive plan by the fall of 2025.

GTS Parking District Permits

Mr. Burke explained that the Treasurer's Office has consolidated the sale to take place in January and proposed an amendment to the current resolution, including changing the expiration date of the permit from July to January. He also noted that if the "lottery" Georgetown South parking permit were issued, there would be no additional cost to the permit holder.

Joint Inter-Jurisdictional Ad Hoc Committee

City Manager Steve Burke explained that Prince William County has requested that City Council appoint representatives for future meetings as soon as practical. The selected members for the Prince William County, City of Manassas Park Interjurisdictional Ad Hoc Committee are Mayor Michelle Davis-Younger, Council Member Sonia Vasquez Luna, and Vice Mayor Mark Wolfe as the alternate.



2. CITY MANAGER'S TIME

City Manager Steve Burke addressed the School Board's inability to meet on November 20th. The Mayor asked the City Clerk to gather availability from Council members to determine the most suitable date for rescheduling.

Vice Mayor Wolfe discussed the intention to move forward with having the City Attorney begin drafting a proposal for a merit increase for Council members, effective July 1st, 2027, with proposed amounts of \$34,000 for Council members and \$36,000 for the Mayor, depending on further discussions.

Vice Mayor Wolfe also mentioned the potential to consolidate offices into one to free up space for staff needs. Council Member Vasquez Luna expressed opposition to this idea. Chief Keen noted that the Senate office was also being considered for relocation to Manassas Park.

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 6:58 p.m.

Mayor Davis-Younger

City Clerk



Manassas City Council
Regular Meeting – Manassas City Hall – Council Chambers
February 24th, 2025 – 5:30

A Regular Meeting of the Council of the City of Manassas, Virginia was held in the Council Chambers of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Mark Wolfe, Council Members Theresa Coates Ellis, Tom Osina, Ralph J. Smith, and Sonia Vasquez Luna

Staff present included: City Manager Steve Burke, Social Services Department Director Nicole Kirven, Fire and Rescue Chief Ed Mills, Assistant City Manager/ Police Chief Doug Keen, City Attorney Craig Brown, Deputy City Attorney Amelia May, City Clerk Eric Smith, Deputy City Clerk Karen Garcia, EM Planner Amelia Gangon and Public Affairs Manager, Jeremy Beale.

Approval of Participation by Remote Electronic Communication - Council Member Ashley Hutson
Council Member Osina

Motion:

Second: Council Member Vasquez Luna

Vote: PASSED - Unanimous (Vice Mayor Wolfe Absent)

Mayor Davis-Younger called the meeting to order at 5:30p.m. delivered the invocation. Philip Gorviev, Boy Scouts of America led the Pledge of Allegiance.

Council Member Ashley Hutson participated remotely.

COUNCIL TIME

Council Member Ellis spoke about recent events in the city, highlighting the installation of brass statues at two locations. She expressed gratitude to first responders who attended to a house fire on Valentine's Day.

Council Member Smith expressed his anticipation for the annual reports being presented that evening.

Council Member Osina also thanked first responders for their quick response to the recent fire. He provided an update on the work of the Utility Commission, where he serves as Council Liaison, and reminded the public of the upcoming High School Art Gallery Presentation at the Manassas Museum.

Council Member Vasquez Luna emphasized the importance of supporting small businesses in the city and highlighted the Black History Month Gallery talk at the Manassas Museum. She also discussed various events that had taken place over the previous two weeks and explained the recent funding approved for the Virginia Railway Express (VRE).

MAYOR TIME

Mayor Davis-Younger thanked everyone for being presented. She highlighted the upcoming events including a Budget Work Session on Wednesday February 26th, a panel speaking session at Jennie Dean, Black History Happy Hour at the Museum, the Black History Month event at Mayfield and Project Menderhouse Business Mixer. A special thank you was given to the fire and police members who were involved in the house fire at Waterford.



CITY MANAGER'S TIME

City Manager Burke addressed the cloudy water encounters due to water line repairs and encouraged residents to leave the cold water on or reach out to operations center. Mr. Burke thanked the tip provided to identify the individual who dumped petroleum products underneath the route 28 overpass at Wellington Road and announced the temporary playground shutdowns for the new mulch installation to take place.

1. PRESENTATIONS

Proclamation: Irish American Heritage Month 2025

Mayor Davis-Younger presented the proclamation to Vincent Fitzpatrick and members of Irish American Community in attendance. Mr. Fitzpatrick made brief remarks.

MCPS Presentation: Jennie Dean Elementary School

MCPS School Board Member Jill Spall introduced Jennie Dean Elementary School Principal Brian Coleman.

A video presentation was shown, highlighting the previous year at Jennie Dean.

Mr. Coleman gave a brief presentation on the past school year, emphasizing the contributions of his Assistant Principal.

Council Member Smith encouraged Mr. Coleman to continue his efforts.

Council Member Osina inquired whether breakfast was served to all students at Jennie Dean. Mr. Coleman emphasized that providing breakfast to all students is crucial and essential.

Mayor Davis-Younger acknowledged the importance of supporting all students and thanked Mr. Coleman for his dedication and passion.

Social Services Department Annual Report

Social Services Department Director Nicole Kirvin presented the department's Annual Report.

Council and staff discussed the department's funding.

Council Member Ellis thanked Ms. Kirvin for her team's additional efforts in the community.

Council Member Smith expressed gratitude to Ms. Kirvin and her staff for their excellent work.

Council Member Vasquez Luna requested more information regarding child care spending.

Fire and Rescue Department Annual Report

Fire and Rescue Chief Ed Mills presented the department's annual report.

Council Member Osina expressed his appreciation for the volume of data the department has been able to collect. He asked whether response times would improve with the addition of the new fire station.



Chief Mills confirmed that the department should be able to reach every point in the city within five minutes or less.

Council Member Vasquez Luna thanked the department for their dedicated work.

Police Department Annual Report

Chief Doug Keen introduced Captain Trey Lawler, former Interim Chief of Police, and expressed gratitude to the Police Officers in attendance. A video presentation of the Police Department's Annual Report was shown.

Council Member Vasquez Luna reminded the community that the Police Department is always there for them.

Council Member Smith extended his thanks to Interim Police Chief Lawler and the Police Officers present.

Mayor Davis-Younger thanked Chief Keen for his leadership.

CONSENT AGENDA

3.1. Proclamation: Irish American Heritage Month

Motion: Council Member Vasquez Luna
Second: Council Member Smith
Vote: PASSED - Unanimous (Vice Mayor Wolfe Absent)

3. ORDINANCES AND RESOLUTIONS

3.1 Resolution R-2025-517 City of Manassas Emergency Operations Plan

Mayor Davis-Younger thanked Amelia Gagnon for her efforts in assisting with the recent Potomac Air Crash.

Motion: Council Member Vasquez Luna
Second: Council Member Osina
Vote: PASSED – Unanimous (Vice Mayor Wolfe Absent)

3.2 Resolution R-2025-581 Approving Merit Increases In Compensation For Constitutional Officers Of The City Of Manassas To Begin April 1, 2025

Mr. Burke explained the purpose and history of the item, while Commissioner of the Revenue Tim Demeria provided an overview of the history of the increases.

Motion: Council Member Vasquez Luna
Second: Council Member Smith
Vote: PASSED – Unanimous (Vice Mayor Wolfe Absent)

3.3 Resolution 2025-588 - Joint Inter-Jurisdictional Ad Hoc Committee Appointment

Mr. Burke explained the selections made by council for the committee.



Manassas City Council
Regular Meeting – Manassas City Hall – Council Chambers
February 24th, 2025 – 5:30

Council Member Osina discussed the purpose of the committee.

Motion: Council Member Ellis
Second: Council Member Smith
Vote: PASSED – Unanimous (Vice Mayor Wolfe Absent)

4. NEW BUSINESS

4.1 Proposed Fiscal Year 2026 Operating Budget and Capital Improvement Program

Mr. Keen made a brief statement and presented his proposed FY26 operating budget and CIP.

Mayor Davis-Younger inquired whether there would be a forum where residents could ask questions.

PUBLIC COMMENT

The following individuals addressed Council:

Eric Godwin

Discussed the STEM night taking place at Jennie Dean Elementary School and Osbourn High School Job Fair event in June.

Jacob Green

Discussed the work being done at Jennie Dean, noting that he saw Mr. Coleman working hard with students daily and thanked him for his efforts with the kids.

5. AUTHORIZE A CLOSED MEETING

6.1 Resolution R-2025-605 Authorizing a Closed Meeting

Motion: Council Member Vasquez Luna
Second: Council Member Osina
Vote: PASSED – Unanimous (Vice Mayor Wolfe Absent)

6. CERTIFY THE CLOSED MEETING

7.1 Resolution R-2025-604 Certifying a Closed Meeting

Motion: Council Member Vasquez Luna
Second: Council Member Osina
Vote: PASSED – Unanimous (Vice Mayor Wolfe Absent)

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 8:25 p.m.

Mayor Davis-Younger

City Clerk



Manassas City Council
Budget Work Session – Manassas City Hall – Community Conference Room
February 26, 2025 – 5:30

A Budget Work Session of the Council of the City of Manassas, Virginia was held in the Community Conference Room of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Council Members Tom Osina, Ralph J. Smith, Sonia Vasquez Luna and Ashley Hutson

Approval of Participation by Remote Electronic Communication - Council Member Theresa Coates Ellis

Motion: Vasquez Luna
Second: Hutson
Vote: PASSED - Unanimous (Wolfe Absent)

Staff present included: City Manager Steve Burke, Chief Doug Keen, Finance Director Diane Bergeron, City Attorney Craig Brown, Deputy City Attorney Amelia May, City Clerk Eric Smith and Deputy City Clerk Karen Garcia.

Mayor Davis-Younger called the meeting to order at 5:30 p.m.

Vice Mayor Wolfe was absent.

1. Discussion Item - Tax Supported Funds - Operating and CIP

Chief Keen outlined how the discussion would be facilitated and provided a walkthrough of the previously distributed budget books.

Council and staff discussed tax revenue, including data center taxation, as well as utility rates. They also reviewed individual departmental budgets and identified topics for upcoming budget meetings.

Chief Keen highlighted various staff-recommended budget adjustments, and Council members shared their individual budget priorities.

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 7:07 p.m.

Mayor Davis-Younger

City Clerk



Manassas City Council
Budget Work Session – Manassas City Hall – Community Conference Room
March 3, 2025 – 5:30 pm

A Budget Work Session of the Council of the City of Manassas, Virginia was held in the Community Conference Room of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Mark Wolfe, Council Members Theresa Coates Ellis, Ralph J. Smith, Sonia Vasquez Luna and Ashley Hutson

Approval of Participation by Remote Electronic Communication - Council Member Tom Osina

Motion: Vasquez Luna
Second: Wolfe
Vote: PASSED - Unanimous

Staff present included: City Manager Steve Burke, Chief Doug Keen, Assistant City Manager/Finance Director Diane Bergeron, City Attorney Craig Brown, Deputy City Attorney Amelia May, City Clerk Eric Smith and Deputy City Clerk Karen Garcia.

Mayor Davis-Younger called the meeting to order at 5:30 p.m.

1. Discussion Item - Tax Supported Funds - Operating and CIP

Mr. Arcieri provided an overview of upcoming Capital Improvement Program (CIP) projects. Council and staff discussed these initiatives, including those related to Social Services, Parking, Parks, Fire Station One, Grant Avenue, Liberia Avenue, and findings from the previous space needs study.

Chief Keen informed Council that a decision on the advertised tax rate would be required at Wednesday night's meeting. Council then reviewed the proposed rate in the context of tax rates in neighboring municipalities.

Council and staff also explored staffing options for the Marsteller Community Center. Chief Keen concluded by encouraging Council members to reach out to staff with any follow-up questions prior to the Wednesday Work Session.

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 6:30 p.m.

Mayor Davis-Younger

City Clerk



Manassas City Council
Budget Work Session – Manassas City Hall – Community Conference Room
March 5, 2025 – 5:30 pm

A Budget Work Session of the Council of the City of Manassas, Virginia was held in the Community Conference Room of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Mark Wolfe, Council Members Theresa Coates Ellis, Tom Osina, Ralph J. Smith, Sonia Vasquez Luna and Ashley Hutson

Staff present included: City Manager Steve Burke, Chief Doug Keen, Finance Director Diane Bergeron, City Attorney Craig Brown, Deputy City Attorney Amelia May, City Clerk Eric Smith and Deputy City Clerk Karen Garcia.

Mayor Davis-Younger called the meeting to order at 5:30p.m.

1. Discussion Item - Council-Requested Topics or Determine Advertised Tax Rate

Council and staff discussed the proposed tax rate, with Chief Keen emphasizing that the advertised rate serves as a not-to-exceed ceiling, allowing for a lower final rate if desired. Vice Mayor Wolfe proposed an advertised rate of \$1.28, which received consensus support from five members. Council Member Ellis preferred a lower rate of \$1.26.

Council also discussed transportation funding, noting that VRE and OmniRide are funded through gas tax revenue. Staff referenced a \$300,000 supplement and suggested Wawa contributions could help offset this amount. Council Member Vasquez Luna highlighted Manassas City's low gas tax rate and the direct benefits it provides to residents.

Staff noted that a potential increase to the elderly tax relief cap would be considered during a future budget work session. Council Member Osina requested that unassigned fund usage be discussed on March 12.

Council acknowledged the uncertainty surrounding possible federal funding cuts, particularly related to AvPorts, and discussed the importance of preparing accordingly. Staff recommended reserving a portion of the data center revenue to help offset any future impacts.

Council Member Hutson underscored the importance of maintaining investments in schools, supported by consistent revenue streams. He and Council Member Osina both expressed that fund assignment decisions should be delayed until after the Joint School Board meeting.

Staff confirmed that the vote on the final tax rate is scheduled for May 12.

2. AUTHORIZE A CLOSED MEETING

2.1 Resolution R-2025-515 Authorizing a Closed Meeting

Motion: Wolfe
Second: Vasquez Luna
Vote: PASSED – Unanimous



Manassas City Council
Budget Work Session – Manassas City Hall – Community Conference Room
March 5, 2025 – 5:30 pm

3. CERTIFY THE CLOSED MEETING

3.1 Resolution R-2025-516 Certifying a Closed Meeting

Motion: Wolfe
Second: Hutson
Vote: PASSED – Unanimous

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 7:06 p.m.

Mayor Davis-Younger

City Clerk



Manassas City Council
Budget Work Session – Manassas City Hall – Community Conference Room
March 12, 2025 – 5:30 pm

A Budget Work Session of the Council of the City of Manassas, Virginia was held in the Community Conference Room of Manassas City Hall on the above date with the following present on roll call: Mayor Michelle Davis-Younger, Vice Mayor Mark Wolfe, Council Members Theresa Coates Ellis, Ralph J. Smith, Sonia Vasquez Luna and Ashley Hutson.

Approval of Participation by Remote Electronic Communication - Council Member Tom Osina

Motion: Hutson
Second: Ellis
Vote: PASSED - Unanimous

Staff present included: City Manager Steve Burke, Chief Doug Keen, Finance Director Diane Bergeron, City Attorney Craig Brown, Deputy City Attorney Amelia May, City Clerk Eric Smith and Deputy City Clerk Karen Garcia.

Mayor Davis-Younger called the meeting to order at 5:30p.m.

1. Discussion Item - Council-Requested Topics or Determine Advertised Tax Rate

Ana Davis provided an overview of utility operations and financials, while Jeff Smalls and Tarek Aly presented updates on utility-related Capital Improvement Program (CIP) projects.

The Commissioner of the Revenue and Ms. Bergeron discussed data center tax rates, as well as recent legislative updates that now allow vehicle tax rates to be set separately from real property tax rates.

Commissioner Demeria suggested waiting to see how neighboring municipalities implement changes to vehicle tax rates and how the public responds before considering adjustments locally. He also joined Council and staff in discussing potential tax relief options.

Mr. Burke shared that staff have received inquiries about allowing backyard chickens, largely due to the ongoing egg shortage. However, Council expressed no interest in revisiting its previous decisions on the matter.

Chief Keen noted that the discussion regarding the airport is scheduled for the next work session.

ADJOURNMENT

Mayor Davis-Younger declared the meeting adjourned at 6:40 p.m.

Mayor Davis-Younger

City Clerk



City Council Agenda Item Report

Agenda Item No. 3.1
Submitted by: Sandra Mitchell
Submitting Department: Finance
Meeting Date: April 28, 2025

Item Title

Public Hearing: Proposed Fiscal Year 2026 Real Property Tax Increase
(Staff: Diane Bergeron, Assistant City Manager/Finance Director)

Suggested Action and/or Recommendation

Receive Comments and Close the Public Hearing

Suggested Motion

I move that the Public Hearing be closed.

Item Type Public Hearings
Submitting Department Finance
Meeting Body City Council

Item ID 2025-761
Drafter Sandra Mitchell
Meeting Date April 28, 2025

Fiscal Impact

FY 2026 Real Property Tax Rate

Executive Summary and Background Information

Virginia Law, Code Section 58.1-3321, requires the City to hold a public hearing on the proposed FY 2026 real property tax increase. The public hearing was advertised on March 20, 2025.

Virginia Law, Code Section 58.1-3321, also requires that this public hearing be a separate public hearing from the public hearing on the proposed budget.

ATTACHMENTS

- [ATTH01 FY2026 Notice of Real Property Tax Increase Ad](#)
- [Affidavit of Publication - Notice of Rate Increase](#)

NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE

The City of Manassas proposes to increase property tax levies.

1. **Assessment Increase:** Total assessed value of real property (residential and commercial), excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 6.15 percent.
2. **Lower Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$1.187 per \$100 of assessed value. This rate will be known as the "lowered tax rate."
3. **Effective Rate Increase:** **The City of Manassas proposes to adopt a tax rate of \$1.28 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.093 per \$100, or 7.84 percent. This difference will be known as the "effective tax rate increase."**

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. **Proposed Total Budget Decrease:** Based on the proposed real property tax rate and changes in other revenues, the total budget of the City of Manassas (excluding the Manassas City Public School Board budget, which has not yet been presented) will decrease from last year's by 1.7 percent.

A public hearing on the increase will be held on Monday, April 28, 2025 at the City Council meeting which begins at 5:30 P.M. in the City Council Chambers, at 9027 Center Street, Manassas, Virginia. All hearings are open to the public. The Manassas City Council shall permit persons desiring to be heard an opportunity to present oral testimony within such reasonable time limits as shall be determined by the Manassas City Council.

The Manassas City Council, while advertising a real property tax rate of \$1.28 per \$100 of assessed value, requests public input from the citizens of Manassas before actually setting real property tax rates as detailed in Notice of Public Hearing on the proposed budget for Fiscal Year 2026.

The hearing is being held in a public facility believed to be accessible to persons with disabilities. Any person with questions on the accessibility of the facility should contact the City Clerk at the above address or by telephone at 703/257-8280 or TTY 7-1-1. Persons needing interpreter services for the deaf must notify the City Clerk no later than April 21, 2025.

**AFFIDAVIT OF PUBLICATION
PURSUANT TO SECTION 8.01-415
OF THE 1950 CODE OF VIRGINIA
AD AMENDED**

I, Scott Elliott being duly sworn deposes and says that the attached order of publication was published in the Prince William Times, a newspaper published in the County of Prince William, State of Virginia, on

3/20/25, _____, _____, _____, _____

and that deponent is the Publisher of said newspaper



**Scott Elliott
Publisher
State of Virginia
County of Prince William**

COMMONWEALTH of VIRGINIA
IN THE COUNTY OF PRINCE WILLIAM, to-wit:

on |stopdate|

Scott Elliott who is known to me and whose name as Publisher of the Prince William Times in the

County Prince William, State of Virginia, is signed to the foregoing affidavit, personally appeared before me, a Notary Public in and for the jurisdiction aforesaid, to affirm that the foregoing affidavit was sworn & subscribed to in front of me and executed the same by proper authority.



Notary Public
Notary Registration No. 8066381
My commission expires: September 30, 2027





City Council Agenda Item Report

Agenda Item No. 3.2
Submitted by: Sandra Mitchell
Submitting Department: Finance
Meeting Date: April 28, 2025

Item Title

Public Hearing: Proposed Fiscal Year 2026 Real Property Tax Rate, Increases in Personal Property Tax Rates and Sewer, Water, and Electric Utility Rates
(Staff: Diane Bergeron, Assistant City Manager/Finance Director)

Suggested Action and/or Recommendation

Receive Comments and Close the Public Hearing

Suggested Motion

I move that the Public Hearing be closed.

Item Type Public Hearings
Submitting Department Finance
Meeting Body City Council

Item ID 2016-6212
Drafter Sandra Mitchell
Meeting Date April 28, 2025

Fiscal Impact

FY 2026 Real Property and Personal Property Tax Rates; Sewer, Water, and Electric Utility Rates

Executive Summary and Background Information

Virginia Law, Code Sections 58.1-3007 and 15.2-107, requires the City to hold a public hearing on the proposed FY 2026 increases in personal property tax rates and increases in sewer, water, and electric utility rates. The public hearing was advertised on April 17, 2025.

ATTACHMENTS

- [ATTH01 FY2026 Budget & Rate Increases Ad](#)
- [Affidavit of Publication - Budget & Rate Increases](#)

**CITY OF MANASSAS, VIRGINIA
PUBLIC HEARINGS

ANNUAL OPERATING BUDGET &
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
AND
INCREASE IN REAL & PERSONAL PROPERTY TAX RATES
AND WATER, SEWER, & ELECTRIC UTILITY RATES

FOR THE FISCAL YEAR ENDING JUNE 30, 2026**

On Monday, April 28, 2025, at the City Council meeting which begins at 5:30 PM in the City Council Chambers, at 9027 Center Street, Manassas, Virginia, public hearings will be held to give citizens an opportunity to be heard by the City Council of Manassas regarding the annual operating budget and five-year capital improvement program; increases in real and personal property tax rates; and increases in water, sewer, and electric utility rates for the fiscal year ending June 30, 2026 (FY 2026).

A summary of the annual operating budget, the five-year capital improvement program, and rate/fee ordinances are available for public inspection from 9:00 A.M. to 5:00 P.M. weekdays at City Hall, 9027 Center Street, Manassas, Virginia. The annual operating budget and the five-year capital improvement program can also be viewed at www.manassasva.gov/budget.

The annual operating budget and five-year capital improvement program are for informative and fiscal planning purposes only and are subject to change.

Any person with questions on the accessibility of the public hearing should contact the City Clerk at the above address or by telephone at 703/257-8280 or TTY 7-1-1. Persons needing interpreter services for the deaf must notify the City Clerk no later than April 21, 2025.

LEGAL NOTICE

Annual Operating Budget Required by Section 15.2-2506 of the Code of Virginia

	FY 2025	FY 2026	\$ Increase (Decrease)	% Increase (Decrease)
General Fund	\$ 173,540,000	\$ 158,374,000	(\$15,166,000)	(8.7%)
Social Services Fund	8,800,000	9,540,000	740,000	8.4%
Fire and Rescue Fund	16,275,000	17,025,000	750,000	4.6%
Owens Brooke Fund	40,000	40,000	-	0.0%
PEG Fee Fund	150,000	150,000	-	0.0%
Debt Service Fund	12,950,000	12,932,000	(18,000)	(0.1%)
Sewer Fund	20,620,000	24,020,000	3,400,000	16.5%
Water Fund	17,662,000	20,213,000	2,551,000	14.4%
Electric Fund	54,398,000	52,797,000	(1,601,000)	(2.9%)
Stormwater Fund	3,618,000	2,788,000	(830,000)	(22.9%)
Airport Fund	5,433,000	6,983,000	1,550,000	28.5%
Solid Waste Fund	4,754,000	4,754,000	-	0.0%
Building Maintenance Fund	2,730,000	2,842,000	112,000	4.1%
Vehicle Maintenance Fund	6,100,000	7,463,000	1,363,000	22.3%
Information Technology Fund	6,510,000	7,802,000	1,292,000	19.8%
School Funds	152,900,313	184,024,855	31,124,542	20.4%
Total	\$486,480,313	\$511,747,855	\$25,267,542	5.2%

Five-Year Capital Improvement Program Required by Section 15.2-2506 of the Code of Virginia (dollars in thousands)

	Total	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
General Gov't	18,360	4,535	10,825	1,500	1,500	-
Culture & Recreation	250	250	-	-	-	-
Public Safety	20,000	-	-	-	-	20,000
Transportation	36,763	21,102	12,042	1,046	1,561	1,012
Sewer	3,300	3,300	-	-	-	-
Water	24,000	3,200	900	3,900	16,000	-
Electric	7,500	1,500	1,500	1,500	1,500	1,500
Stormwater	9,780	662	6,657	2,461	-	-
Airport	104,050	32,900	42,250	1,600	17,100	10,200
Schools	41,582	27,040	8,422	2,040	2,040	2,040
Program Costs:	\$265,585	\$94,489	\$82,596	\$14,047	\$39,701	\$34,752
General Fund	2,765	1,140	225	700	700	-
Sewer Fund	4,395	3,695	300	200	200	-
Water Fund	24,205	3,165	970	3,870	16,200	-
Electric Fund	9,415	1,565	2,550	1,900	1,900	1,500
Stormwater Fund	6,834	662	4,679	1,493	-	-
Airport Fund	30,191	1,480	28,025	32	450	204
School Funds	16,582	2,040	8,422	2,040	2,040	2,040
Bonds	44,105	25,000	-	-	-	19,105
State	16,879	4,679	7,870	1,305	2,007	1,018
Federal	80,371	40,128	12,297	2,277	15,679	9,990
NVTA	4,896	2,774	1,597	-	525	-
Other	24,947	8,161	15,661	230	-	895
Funding Sources:	\$265,585	\$94,489	\$82,596	\$14,047	\$39,701	\$34,752
<i>City Maintenance Projects</i>	<i>34,323</i>	<i>7,333</i>	<i>7,862</i>	<i>6,345</i>	<i>6,621</i>	<i>6,162</i>

LEGAL NOTICE

Tax Rates Required by Section 58.1-3007 of the Code of Virginia

	<u>Current Rate</u>	<u>New Rate</u>
Real Estate		
Real Estate Property Rate (based on proposed budget)	\$1.070	\$1.070
Fire/Rescue Levy (based on proposed budget)	\$0.190	\$0.190
Owens Brooke Special Taxing District	\$0.0803	\$0.074
<i>Advertised Tax Rate (including Real Estate Property Rate & Fire/Rescue Levy) was \$1.28.</i>		
Personal Property		
Machinery & Tools	\$2.100	\$2.100
Machinery & Tools Used in Semiconductor Manufacturing	\$0.756	\$0.784
Tangible Personal Property Classes		
Programmable Computer Equipment and Peripherals Employed in a Trade or Business	\$2.150	\$2.150
Computer equipment and peripherals used in a data center	-	\$3.600
Mobile Homes	\$1.070	\$1.070
Business Personal Property	\$3.600	\$3.600
Aircraft	\$0.00001	\$0.00001
Antique Motor Vehicles	\$0.00001	\$0.00001
Motor Vehicles Specially Equipped to Provide Transportation for Physically Handicapped Individuals	\$0.00001	\$0.00001
Motor Vehicles Owned by Certain Elderly and Handicapped Persons (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Volunteer Rescue Squad/Fire Department (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Auxiliary Police (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Auxiliary, Reserve, or Special Deputy Sheriff (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Auxiliary Firefighter or Rescue Personnel (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Virginia Defense Force (if obligated by terms of lease to pay tangible personal property tax on motor vehicle)	\$0.00001	\$0.00001
All Other Classes	\$3.600	\$3.600

Real estate tax year is July 1, 2025 to June 30, 2026. Payments are due December 5, 2025 and June 5, 2026.

Personal property tax year is January 1, 2025 to December 31, 2025. Payments are due October 5, 2025.

Tax Exemption Information for July 1, 2025 to June 30, 2026
Required by Section 58.1-3604 of the Code of Virginia

Assessed value of property exempt from taxation:	\$1,061,312,900
Reduction in tax revenues from tax exemption:	\$13,372,543
Tax exempt property as a percentage of the aggregate assessed value of all real property:	11.90%

Estimated Personal Property Tax Relief for January 1, 2025 to December 31, 2025
From the Commonwealth of Virginia for Qualifying Vehicles

	<u>Current</u>	<u>New</u>
Percentage of Tax Relief For:		
Qualifying Vehicles with assessed value of \$1,000 or less	100.00%	100.00%
Qualifying Vehicles with assessed value of \$1,001 - \$20,000	35.29%	34.58%
Qualifying Vehicles with assessed value over \$20,000 with such percentage applied as a credit to the tax due on the first \$20,000 of assessed value	22.17%	24.39%

LEGAL NOTICE

Electric, Water & Sewer Rates

Authorized by Sections 15.2-2119, 15.2-2122, 15.2-2143 of the Code of Virginia

Required by Section 15.2-107 of the Code of Virginia

Effective July 1, 2025

	<u>Current Rate</u>	<u>New Rate</u>
ELECTRIC RATES		
Large Power Service - Secondary (LPS)		
Customer Charge (per month)	\$ 156.03	\$ 166.17
Energy Charge (per kWh)	\$ 0.0293	\$ 0.0312
Demand Charge (per KW)	\$ 19.44	\$ 20.70
Large Power Service - Primary (LPP)		
Customer Charge (per month)	\$ 180.03	\$ 191.73
Energy Charge (per kWh)	\$ 0.0289	\$ 0.0308
Demand Charge (per KW)	\$ 19.20	\$ 20.45
Medium General Service (MGS)		
Customer Charge (per month)	\$ 21.91	\$ 23.33
Energy Charge (per kWh)	\$ 0.0536	\$ 0.0571
Demand Charge (per KW)	\$ 13.85	\$ 14.75
Small General Service (SGS)		
Customer Charge (per month)	\$ 21.88	\$ 23.30
Energy Charge (per kWh)	\$ 0.0917	\$ 0.0977
Residential Service (RS)		
Customer Charge (per month)	\$ 15.18	\$ 16.17
Energy Charge (per kWh)	\$ 0.0924	\$ 0.0984
Charges for All Electric Service Classes Have a Power		
Cost Adjustment (PCA) Fuel Charge Pass Through (per kWh)	Variable	Variable
Private Area Lighting Service (PAL)		
Mercury Vapor Lamps (per month)		
2,200 Lumen, 75 watt	\$ 9.58	\$ 10.20
3,300 Lumen, 100 watt	\$ 12.98	\$ 13.82
7,000 Lumen, 175 watt	\$ 15.04	\$ 16.02
20,000 Lumen, 400 watt	\$ 26.31	\$ 28.02
53,000 Lumen, 1,000 watt	\$ 51.93	\$ 55.31
High Pressure Sodium Vapor Lamps (per month)		
5,800 Lumen, 70 watt	\$ 13.46	\$ 14.33
9,500 Lumen, 100 watt	\$ 14.66	\$ 15.61
16,000 Lumen, 150 watt	\$ 16.62	\$ 17.70
27,500 Lumen, 250 watt	\$ 21.83	\$ 23.25
50,000 Lumen, 400 watt	\$ 31.52	\$ 33.57
8 Foot Upsweep Arm Standard Installation (per month)	\$ 0.37	\$ 0.37
30 Foot Wood Pole Standard Installation (per month)	\$ 4.95	\$ 4.95
WATER AND SEWER RATES		
WATER - Residential (RWS)		
Customer Charge (per month)	\$ 10.94	\$ 11.87
Flow Charge - First 5,000 Gallons (per 1,000 gallons)	\$ 3.50	\$ 3.80
Flow Charge - Over 5,000 to 12,000 Gallons (per 1,000 gals)	\$ 3.71	\$ 4.03
Flow Charge - Over 12,000 Gallons:		
November to April (per 1,000 gallons)	\$ 3.71	\$ 4.03
May to October (per 1,000 gallons)	\$ 3.87	\$ 4.20
Flow Surcharge - Over 14,000 Gallons (per 1,000 gallons)	\$ 2.08	\$ 2.26

LEGAL NOTICE

	<u>Current Rate</u>	<u>New Rate</u>
SEWER - Residential (RSS)		
Customer Charge (per month)	\$ 9.87	\$ 10.17
Flow Charge - November to April:		
First 5,000 Gallons (per 1,000 gallons)	\$ 3.17	\$ 3.27
Over 5,000 Gallons (per 1,000 gallons)	\$ 4.59	\$ 4.73
Flow Charge - May to October:		
First 5,000 Gallons (per 1,000 gallons)	\$ 3.17	\$ 3.27
Over 5,000 Gallons (per 1,000 gallons)	\$ 4.59	\$ 4.73
Over 14,000 Gallons if Winter Quarter Average is 10,000 Gallons or Less (per 1,000 gallons)	\$ 0.00	\$ 0.00
Over 14,000 Gallons if Winter Quarter Average is Greater than 10,000 Gallons (per 1,000 gallons)	\$ 4.59	\$ 4.73
UOSA Direct Charge to City for Treatment (per 1,000 gallons)	Variable Rate	Variable Rate
WATER - Commercial and Industrial (CWS)		
Customer Charge (per month):		
3/4" and Under Meter	\$ 15.56	\$ 16.88
1" Meter	\$ 20.87	\$ 22.64
1.5" Meter	\$ 27.83	\$ 30.20
2" Meter	\$ 36.12	\$ 39.19
3" Meter	\$ 64.10	\$ 69.55
4" Meter	\$ 89.84	\$ 97.48
6" Meter	\$ 173.15	\$ 187.87
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10" Meter	\$ 401.10	\$ 435.19
Customer Charge - Multi-Family Residential Apartments Per Unit (per month)	\$ 8.99	\$ 9.75
Flow Charge - First 1 Million Gallons (per 1,000 gallons)	\$ 3.96	\$ 4.30
Flow Charge - Over 1 Million Gallons (per 1,000 gallons)	\$ 3.44	\$ 3.73
WATER - Large Users (LUWS)		
Customer Charge (per month)	\$ 401.10	\$ 435.19
Flow Charge - First 25,000 Gallons (per 1,000 gallons)	\$ 3.96	\$ 4.30
Flow Charge - Over 25,000 Gallons (per 1,000 gallons)	\$ 3.23	\$ 3.50
SEWER - Commercial and Industrial (GSS)		
Customer Charge (per month):		
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Flow Charge (per 1,000 gallons)	\$ 4.26	\$ 4.39
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WATER - Hydrant Meter (HMS)		
Customer Charge (per month)	\$ 45.31	\$ 49.16
Flow Charge (per 1,000 gallons)	\$ 5.99	\$ 6.50
WATER - Lake Water Service (LWS)		
Customer Charge (per month)	\$ 82.28	\$ 89.27
Usage Charge (per 1,000 gallons)	\$ 1.43	\$ 1.55

**AFFIDAVIT OF PUBLICATION
PURSUANT TO SECTION 8.01-415
OF THE 1950 CODE OF VIRGINIA
AD AMENDED**

I, Scott Elliott being duly sworn deposes and says that the attached order of publication was published in the Prince William Times, a newspaper published in the County of Prince William, State of Virginia, on

4/17/25, _____, _____, _____, _____

and that deponent is the Publisher of said newspaper



**Scott Elliott
Publisher
State of Virginia
County of Prince William**

COMMONWEALTH of VIRGINIA
IN THE COUNTY OF PRINCE WILLIAM, to-wit:

on |stopdate|

Scott Elliott who is known to me and whose name as Publisher of the Prince William Times in the

County Prince William, State of Virginia, is signed to the foregoing affidavit, personally appeared before me, a Notary Public in and for the jurisdiction aforesaid, to affirm that the foregoing affidavit was sworn & subscribed to in front of me and executed the same by proper authority.



Notary Public
Notary Registration No. 8066381
My commission expires: September 30, 2027





City Council Agenda Item Report

Agenda Item No. 3.3
Submitted by: Sandra Mitchell
Submitting Department: Finance
Meeting Date: April 28, 2025

Item Title

Public Hearing: Proposed Fiscal Year 2026 Annual Operating Budget and Five-Year Capital Improvement Program
(Staff: Diane Bergeron, Assistant City Manager/Finance Director)

Suggested Action and/or Recommendation

Receive Comments and Close the Public Hearing

Suggested Motion

I move that the Public Hearing be closed.

Item Type Public Hearings
Submitting Department Finance
Meeting Body City Council

Item ID 2016-6213
Drafter Sandra Mitchell
Meeting Date April 28, 2025

Fiscal Impact

FY 2026 Annual Operating Budget and Five-Year Capital Improvement Program

Executive Summary and Background Information

Virginia Law, Code Section 15.2-2506, requires the City to hold a public hearing on the proposed FY 2026 annual operating budget and capital improvement program. The public hearing was advertised on April 17, 2025.

ATTACHMENTS

- [ATTH01 FY2026 Budget & Rate Increases Ad](#)
- [Affidavit of Publication - Budget & Rate Increases](#)

**CITY OF MANASSAS, VIRGINIA
PUBLIC HEARINGS

ANNUAL OPERATING BUDGET &
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
AND
INCREASE IN REAL & PERSONAL PROPERTY TAX RATES
AND WATER, SEWER, & ELECTRIC UTILITY RATES

FOR THE FISCAL YEAR ENDING JUNE 30, 2026**

On Monday, April 28, 2025, at the City Council meeting which begins at 5:30 PM in the City Council Chambers, at 9027 Center Street, Manassas, Virginia, public hearings will be held to give citizens an opportunity to be heard by the City Council of Manassas regarding the annual operating budget and five-year capital improvement program; increases in real and personal property tax rates; and increases in water, sewer, and electric utility rates for the fiscal year ending June 30, 2026 (FY 2026).

A summary of the annual operating budget, the five-year capital improvement program, and rate/fee ordinances are available for public inspection from 9:00 A.M. to 5:00 P.M. weekdays at City Hall, 9027 Center Street, Manassas, Virginia. The annual operating budget and the five-year capital improvement program can also be viewed at www.manassasva.gov/budget.

The annual operating budget and five-year capital improvement program are for informative and fiscal planning purposes only and are subject to change.

Any person with questions on the accessibility of the public hearing should contact the City Clerk at the above address or by telephone at 703/257-8280 or TTY 7-1-1. Persons needing interpreter services for the deaf must notify the City Clerk no later than April 21, 2025.

LEGAL NOTICE

Annual Operating Budget Required by Section 15.2-2506 of the Code of Virginia

	FY 2025	FY 2026	\$ Increase (Decrease)	% Increase (Decrease)
General Fund	\$ 173,540,000	\$ 158,374,000	(\$15,166,000)	(8.7%)
Social Services Fund	8,800,000	9,540,000	740,000	8.4%
Fire and Rescue Fund	16,275,000	17,025,000	750,000	4.6%
Owens Brooke Fund	40,000	40,000	-	0.0%
PEG Fee Fund	150,000	150,000	-	0.0%
Debt Service Fund	12,950,000	12,932,000	(18,000)	(0.1%)
Sewer Fund	20,620,000	24,020,000	3,400,000	16.5%
Water Fund	17,662,000	20,213,000	2,551,000	14.4%
Electric Fund	54,398,000	52,797,000	(1,601,000)	(2.9%)
Stormwater Fund	3,618,000	2,788,000	(830,000)	(22.9%)
Airport Fund	5,433,000	6,983,000	1,550,000	28.5%
Solid Waste Fund	4,754,000	4,754,000	-	0.0%
Building Maintenance Fund	2,730,000	2,842,000	112,000	4.1%
Vehicle Maintenance Fund	6,100,000	7,463,000	1,363,000	22.3%
Information Technology Fund	6,510,000	7,802,000	1,292,000	19.8%
School Funds	152,900,313	184,024,855	31,124,542	20.4%
Total	\$486,480,313	\$511,747,855	\$25,267,542	5.2%

Five-Year Capital Improvement Program Required by Section 15.2-2506 of the Code of Virginia (dollars in thousands)

	Total	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
General Gov't	18,360	4,535	10,825	1,500	1,500	-
Culture & Recreation	250	250	-	-	-	-
Public Safety	20,000	-	-	-	-	20,000
Transportation	36,763	21,102	12,042	1,046	1,561	1,012
Sewer	3,300	3,300	-	-	-	-
Water	24,000	3,200	900	3,900	16,000	-
Electric	7,500	1,500	1,500	1,500	1,500	1,500
Stormwater	9,780	662	6,657	2,461	-	-
Airport	104,050	32,900	42,250	1,600	17,100	10,200
Schools	41,582	27,040	8,422	2,040	2,040	2,040
Program Costs:	\$265,585	\$94,489	\$82,596	\$14,047	\$39,701	\$34,752
General Fund	2,765	1,140	225	700	700	-
Sewer Fund	4,395	3,695	300	200	200	-
Water Fund	24,205	3,165	970	3,870	16,200	-
Electric Fund	9,415	1,565	2,550	1,900	1,900	1,500
Stormwater Fund	6,834	662	4,679	1,493	-	-
Airport Fund	30,191	1,480	28,025	32	450	204
School Funds	16,582	2,040	8,422	2,040	2,040	2,040
Bonds	44,105	25,000	-	-	-	19,105
State	16,879	4,679	7,870	1,305	2,007	1,018
Federal	80,371	40,128	12,297	2,277	15,679	9,990
NVTA	4,896	2,774	1,597	-	525	-
Other	24,947	8,161	15,661	230	-	895
Funding Sources:	\$265,585	\$94,489	\$82,596	\$14,047	\$39,701	\$34,752
<i>City Maintenance Projects</i>	<i>34,323</i>	<i>7,333</i>	<i>7,862</i>	<i>6,345</i>	<i>6,621</i>	<i>6,162</i>

LEGAL NOTICE

Tax Rates Required by Section 58.1-3007 of the Code of Virginia

	<u>Current Rate</u>	<u>New Rate</u>
Real Estate		
Real Estate Property Rate (based on proposed budget)	\$1.070	\$1.070
Fire/Rescue Levy (based on proposed budget)	\$0.190	\$0.190
Owens Brooke Special Taxing District	\$0.0803	\$0.074
<i>Advertised Tax Rate (including Real Estate Property Rate & Fire/Rescue Levy) was \$1.28.</i>		
Personal Property		
Machinery & Tools	\$2.100	\$2.100
Machinery & Tools Used in Semiconductor Manufacturing	\$0.756	\$0.784
Tangible Personal Property Classes		
Programmable Computer Equipment and Peripherals Employed in a Trade or Business	\$2.150	\$2.150
Computer equipment and peripherals used in a data center	-	\$3.600
Mobile Homes	\$1.070	\$1.070
Business Personal Property	\$3.600	\$3.600
Aircraft	\$0.00001	\$0.00001
Antique Motor Vehicles	\$0.00001	\$0.00001
Motor Vehicles Specially Equipped to Provide Transportation for Physically Handicapped Individuals	\$0.00001	\$0.00001
Motor Vehicles Owned by Certain Elderly and Handicapped Persons (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Volunteer Rescue Squad/Fire Department (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Auxiliary Police (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Auxiliary, Reserve, or Special Deputy Sheriff (one vehicle only)	\$0.00001	\$0.00001
Motor Vehicles Owned or Leased by Auxiliary Firefighter or Rescue Personnel (one vehicle only)	\$0.00001	\$0.00001
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LEGAL NOTICE

Electric, Water & Sewer Rates

Authorized by Sections 15.2-2119, 15.2-2122, 15.2-2143 of the Code of Virginia

Required by Section 15.2-107 of the Code of Virginia

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WATER - Residential (RWS)		
Customer Charge (per month)	\$ 10.94	\$ 11.87
Flow Charge - First 5,000 Gallons (per 1,000 gallons)	\$ 3.50	\$ 3.80
Flow Charge - Over 5,000 to 12,000 Gallons (per 1,000 gals)	\$ 3.71	\$ 4.03
Flow Charge - Over 12,000 Gallons:		
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LEGAL NOTICE

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**AFFIDAVIT OF PUBLICATION
PURSUANT TO SECTION 8.01-415
OF THE 1950 CODE OF VIRGINIA
AD AMENDED**

I, Scott Elliott being duly sworn deposes and says that the attached order of publication was published in the Prince William Times, a newspaper published in the County of Prince William, State of Virginia, on

4/17/25, _____, _____, _____, _____

and that deponent is the Publisher of said newspaper



**Scott Elliott
Publisher
State of Virginia
County of Prince William**

COMMONWEALTH of VIRGINIA
IN THE COUNTY OF PRINCE WILLIAM, to-wit:

on |stopdate|

Scott Elliott who is known to me and whose name as Publisher of the Prince William Times in the

County Prince William, State of Virginia, is signed to the foregoing affidavit, personally appeared before me, a Notary Public in and for the jurisdiction aforesaid, to affirm that the foregoing affidavit was sworn & subscribed to in front of me and executed the same by proper authority.



Notary Public
Notary Registration No. 8066381
My commission expires: September 30, 2027





City Council Agenda Item Report

Agenda Item No. 4.1

Submitted by: Christen Miller

Submitting Department: Community Development

Meeting Date: April 28, 2025

Item Title

Resolution #2025-709: AccessStar Community Living Services - Beacon II - Adult Day Care Center SUP
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)

Suggested Action and/or Recommendation

Approve Resolution #2025-709.

Suggested Motion

I move approval of Resolution #2025-709.

Item Type Resolutions

Submitting Department Community Development

Meeting Body City Council

Item ID 2025-762

Drafter Christen Miller

Meeting Date April 28, 2025

Advisory Board/Committee Review

Planning Commission unanimously recommended approval 7/0, as conditioned.

Fiscal Impact

N/A

Executive Summary and Background Information

Request to consider a special use permit to allow an Adult Day Care Center at 8705 Stonewall Road 1C and 2C.

ATTACHMENTS

- [2025-709 RES AccessStar Community Living Services - Beacon II - Adult Day Care Center SUP](#)
- [2025-709 ATTH01 Draft SUP Conditions](#)
- [2025-709 ATTH02 Generalized Development Plan](#)

MOTION: _____

April 28, 2025
Regular Meeting
No. R-2025-709

SECOND: _____

RE: Special Use Permit #2025-0003: AccessStar Community Living Services – Beacon II,
8705 Stonewall Road 1C & 2C

WHEREAS, AccessStar Community Living Services has applied for a special use permit, pursuant to §130-241 of the Manassas City Zoning Ordinance to allow for the use Adult Day Care Center; and

WHEREAS, the Community Development staff has reviewed the application and **RECOMMENDS APPROVAL** subject to specific conditions; and

WHEREAS, the City of Manassas Planning Commission held a public hearing on April 2, 2025 after full compliance with all state code public hearing notice and posting requirements and **RECOMMENDS APPROVAL** subject to specific conditions; and

WHEREAS, the Manassas City Council held a public hearing on April 14, 2025 after full compliance with all state code public hearing notice and posting requirements; and

WHEREAS, among the purposes of zoning called out in Chapter 15.2-2283 of the Code of Virginia is “to facilitate the creation of convenient, attractive, and harmonious community”; and

WHEREAS, among the matters to be considered in drawing and applying zoning ordinances and districts called out in Chapter 15.2-2284 of the Code of Virginia is “the suitability of property for various uses”; and

WHEREAS, the City Council upon careful consideration finds that approval of SUP #2025-0003 is justified by public necessity and convenience and general welfare, and is consistent with reasonable zoning practices, and that the cumulative effect of the activity proposed will not be detrimental to the character and development of the adjacent land, and is in reasonable harmony with the City’s land use plan and policies; and

WHEREAS, the Council finds that a comprehensive list of conditions and safeguards can eliminate or mitigate the negative impacts of the proposed development sufficiently to justify approval.

April 28, 2025
Regular Meeting
Res. No. R-2025-709
Page Two

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby **APPROVE** SUP #2025-0003 in regular session this 28th day of April, 2025, subject to the conditions listed on the attached pages.

Michelle Davis-Younger Mayor

On behalf of the City Council
of Manassas, Virginia

ATTEST:

Eric W. Smith II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

Special Use Permit Conditions

SUP #2025-0003, AccessStar Community Living Services – Beacon II 8705 Stonewall Road 1C & 2C

April 7, 2025

In addition to compliance with all applicable zoning, subdivision, and Design & Construction Standards Manual (DCSM) requirements, the development and use of the designated property shall be subject to the following conditions:

1. This special use permit is for the use “Adult Day Care Center”. The occupancy for the facility shall be in accordance with the Virginia Uniform Statewide Building Code.
2. Site Development – The use shall be developed and operated in substantial conformance with the special use permit plan entitled, “Manassas Office Center – Lot 5 Special Use Permit”, prepared by Harold A. Logan Associates P.C. and dated October 2, 2024, subject to minor modifications in connection with final occupancy review or final engineering. Sheet A-1 of the SUP Plan is included for reference only.
3. Prior to issuance of an occupancy permit, exterior walkways, curb ramps and pedestrian connections through the parking lot shall be improved to provide accessible routes, meeting ADA requirements, to and from the parking lot and to the building.
4. Lighting - All new exterior lighting shall be downward-directed and shielded to prevent illumination of adjacent properties.
5. There shall be no use of an exterior public address or bell system.
6. A copy of the conditions for this special use permit shall be included with any lease agreements and with any permit application submitted to the City.
7. The use of this property shall comply with all federal, state, and local ordinances.
8. The applicant shall secure an approved certificate of occupancy and building permit from the City of Manassas before occupying the premises.

Christian Samples, Zoning Administrator

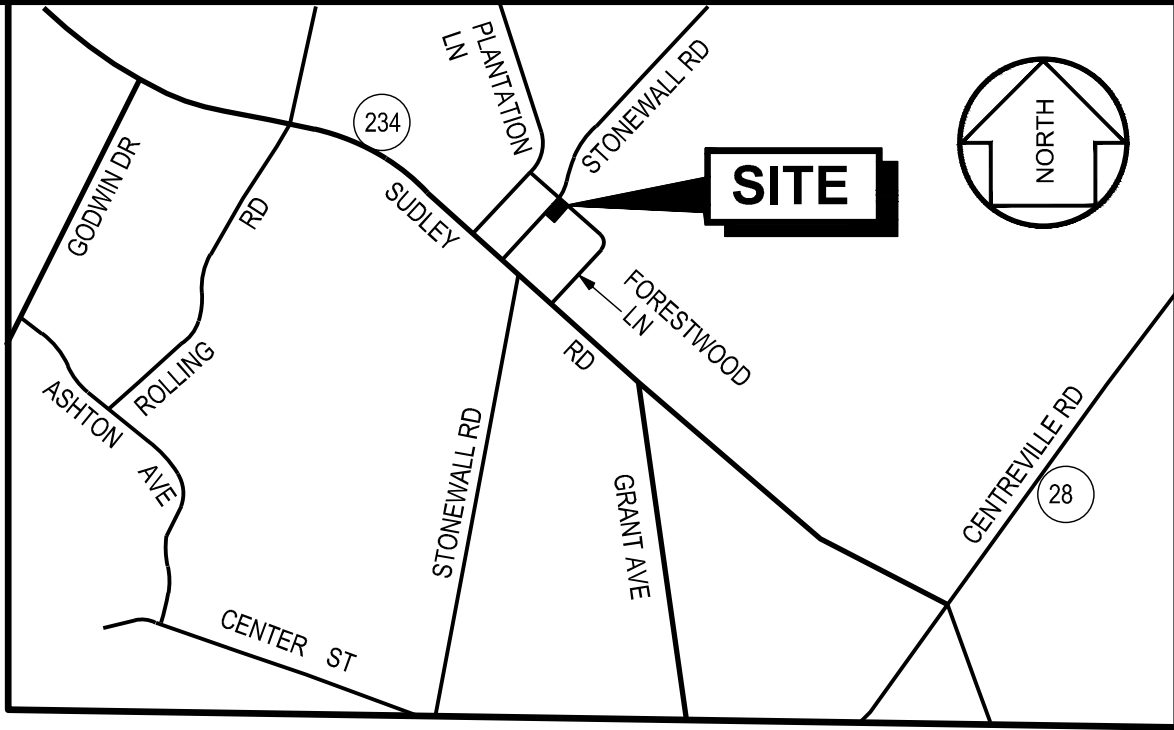
Date

This signature certifies that these conditions were approved by the Manassas City Council as part of the above referenced special use permit.

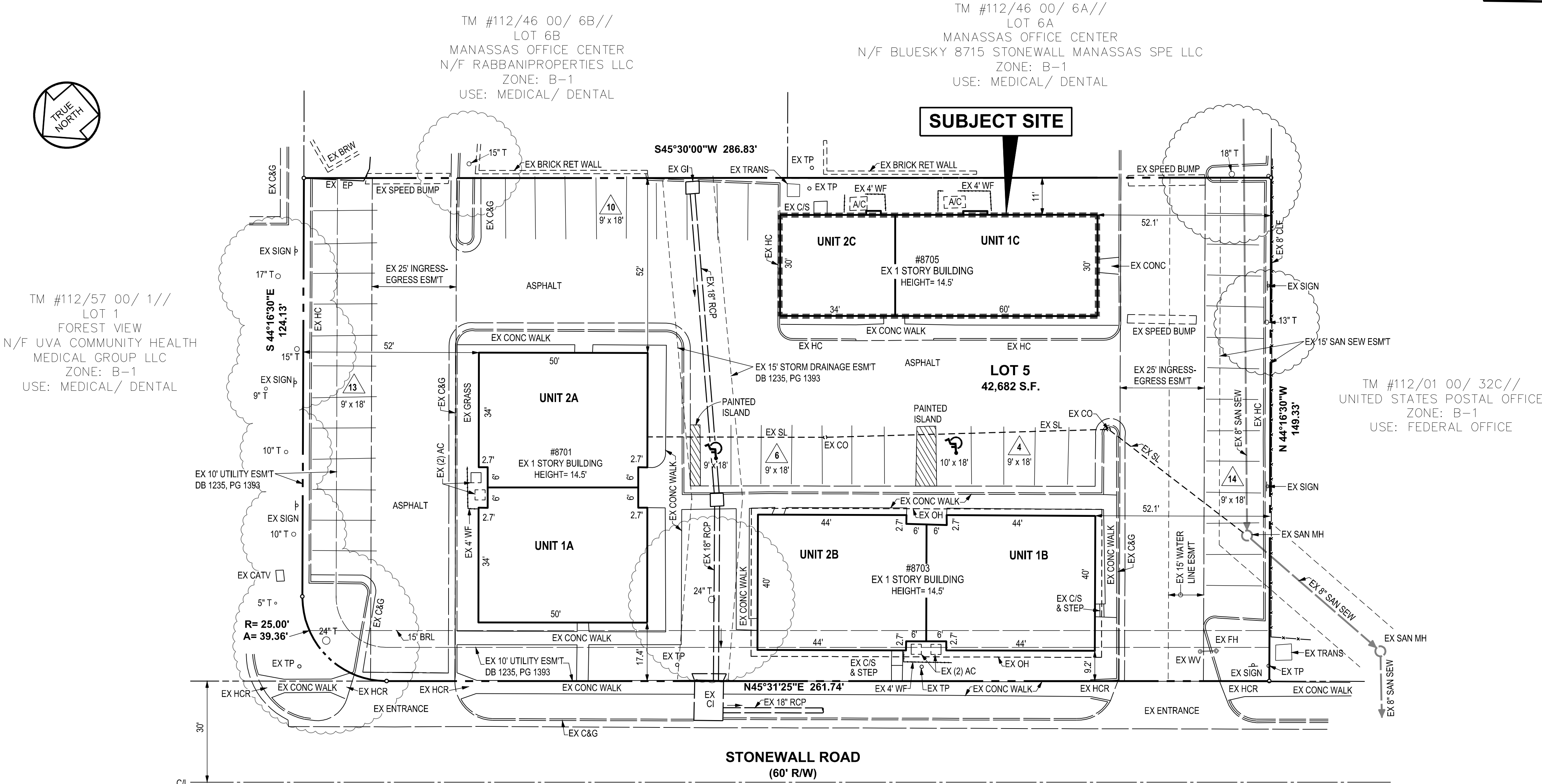
LEGEND

A/C = AIR CONDITIONING UNIT
BRL = BUILDING RESTRICTION LINE
BRW = BRICK RETAINING WALL
C & G = CURB AND GUTTER
C/S = CONCRETE STOOP
CI = CURB INLET
CLF = CHAIN LINK FENCE
CO = CLEAN-OUT
CONC = CONCRETE
EP = EDGE OF PAVEMENT
FH = FIRE HYDRANT
GI = GRATE INLET
HV = HEADER CURB
HCR = HANDICAP RAMP
IPF = IRON PIPE FOUND
OH = OVERHANG
SAN MH = SANITARY MANHOLE
SL = SANITARY LATERAL
SAN SEW = SANITARY SEWER
T = TREE
TP = TELEPHONE PEDESTAL
TRANS = TRANSFORMER
PP = POWER POLE
WF = WOOD FENCE
WV = WATER VALVE

HANDICAP PARKING SPACE
 NUMBER OF REGULAR PARKING



VICINITY MAP
SCALE: 1"= 2,000'



PARKING TABULATION

PARKING REQUIRED
REGULAR = 47 SPACES
HANDICAP = 2 SPACES
TOTAL PARKING = 49 SPACES

PARKING PROVIDED = 49 SPACES

SPECIAL USE PERMIT (SUP) AREA = 2,800 S.F. ±

NOTES:

- NO TITLE REPORT FURNISHED.
- THE BOUNDARY INFORMATION TAKEN FROM RECORD PLATS RECORDED IN DEED BOOK 1235, AT PAGE 1393 AND DEED BOOK 1316, AT PAGE 1693.
- TAX MAP REFERENCE OF SUBJECT UNIT 1C: 112-46-00-5-1C
TAX MAP REFERENCE OF SUBJECT UNIT 2C: 112-46-00-5-2C
- THE SPECIAL USE PERMIT SHOWN HEREON IS FOR THE USE OF A DAY PROGRAM FOR ADULTS ONLY IN UNITS 1C AND 2C. NO IMPROVEMENTS PROPOSED ON-SITE UNLESS OTHERWISE NOTED.

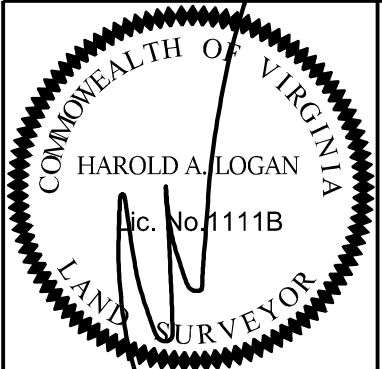
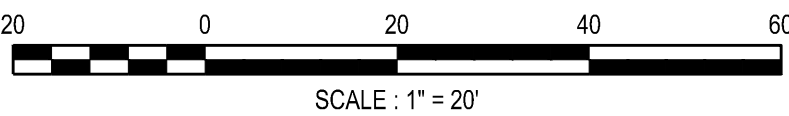
SETBACKS- ZONE B-1

FRONT= 15'
SIDE = NONE (ADJACENT TO B-1 LOTS)
REAR = NONE (ADJACENT TO B-1 LOTS)

OWNER/ DEVELOPER

UNITS 1C & 2C
#8705 STONEWALL ROAD

K A INVESTMENTS GROUP LLC
8705 STONEWALL ROAD
MANASSAS, VA 20110
PHONE: 703-468-1974
EMAIL: KANWOMEA@ACCESSSTARCLS.COM

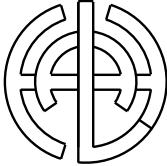


SCALE : 1" = 20'
DATE : 10-02-2024
DESIGNED : HAL
DRAFTED : MB
REVISIONS:

MANASSAS OFFICE CENTER - LOT 5

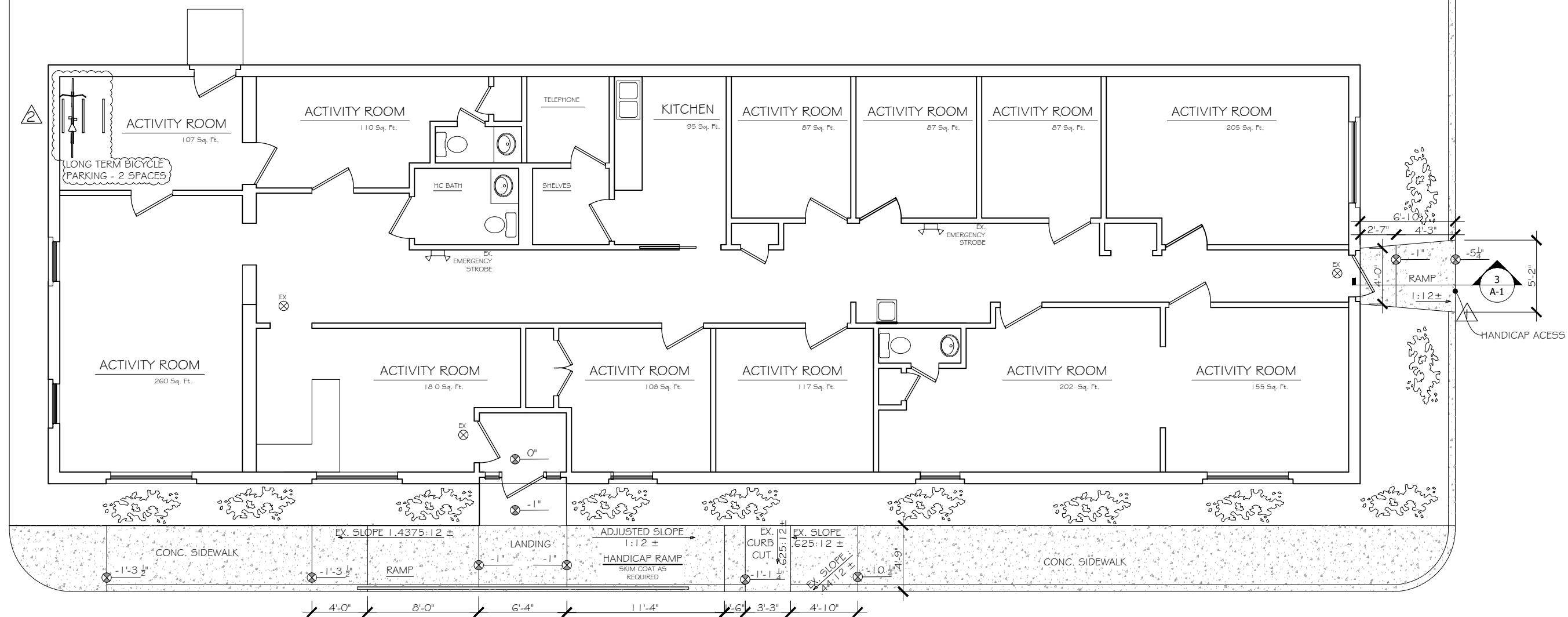
CITY OF MANASSAS, VIRGINIA

SPECIAL USE PERMIT



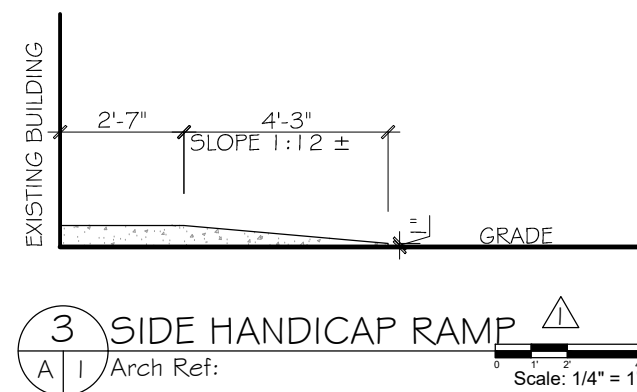
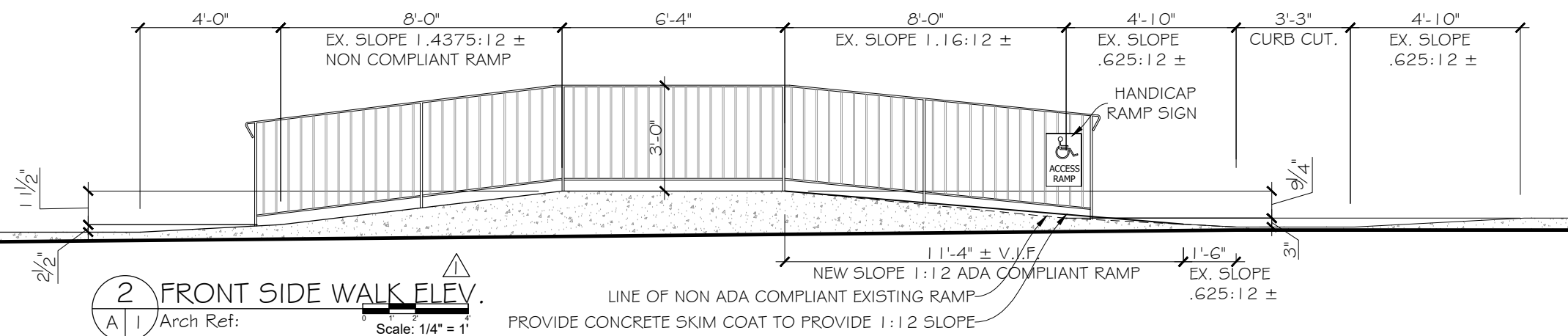
HAROLD A. LOGAN ASSOCIATES P.C.
LAND SURVEYING - SITE PLANNING - SUBDIVISION DESIGN
9114 INDUSTRY DRIVE
MANASSAS PARK, VA, 20111 (703) 330-1988
LOGANASSOCMARK@GMAIL.COM

SHEET
1 OF 1
RP 3546

[illegible]

GENERAL NOTE:

- ALL DIMENSION AND SLOPES OBSERVED ON FIELD DATED: 2-20-2025. ALTERNATE HANDICAP ACCESS IS SLIGHTLY ABOVE THE ALLOWED 1:12 RAMP PITCH.
- ALL HEIGHTS ARE BASED ON FINISH FLOOR OF BUILDING.





City Council Agenda Item Report

Agenda Item No. 4.2

Submitted by: Christen Miller

Submitting Department: Community Development

Meeting Date: April 28, 2025

Item Title

Ordinance #2025-710: Liberia Associates LLC - Signal Hill Condominium Association REZ
(Staff: Matthew D. Arcieri, AICP, Assistant City Manager/Planning & Community Development Director)

Suggested Action and/or Recommendation

Approve Ordinance #2025-710.

Suggested Motion

I move to approve Ordinance #2025-710.

Item Type Ordinances

Submitting Department Community Development

Meeting Body City Council

Item ID 2025-763

Drafter Christen Miller

Meeting Date April 28, 2025

Advisory Board/Committee Review

Planning Commission unanimously recommended approval 7/0, as conditioned.

Fiscal Impact

N/A

Executive Summary and Background Information

Request to consider a city-initiated request to rezone 9161 Liberia Avenue from I-2, Heavy Industrial to B-1, Business Office.

ATTACHMENTS

- [2025-710 ORD Liberia Associates LLC - Signal Hill Condominium Association REZ](#)
- [2025-710 ATTH01 Property Map](#)

ORDINANCE #O-2025-710

First Reading April 28, 2025
Second Reading
Enacted
Effective

AN ORDINANCE TO APPROVE REZONING #2025-0003

Liberia Associates LLC, Signal Hill Condominium Associates, 9161 Liberia Avenue

WHEREAS, the property owner has requested a rezoning of the property located at 9161 Liberia Avenue, to include unit numbers 100, 101, 102, 103, 104, 200, 201, 202, 203, 204A, 204B, 205, 300, 301, 302, 303, 304, 305, 400, 401, 403 & 405 from I-2, Heavy Industrial to B-1, Business Office; and

WHEREAS, on March 5, 2025 the Planning Commission, pursuant to the Manassas City Zoning Ordinance Section 130-542(a), initiated a rezoning of 9161 Liberia Avenue, to include unit numbers 100, 101, 102, 103, 104, 200, 201, 202, 203, 204A, 204B, 205, 300, 301, 302, 303, 304, 305, 400, 401, 403 & 405 from I-2, Heavy Industrial to B-1, Business Office; and

WHEREAS, the Community Development staff has reviewed the application and **RECOMMENDS APPROVAL**; and

WHEREAS, the City Planning Commission held a public hearing on April 2, 2025 after full compliance with all state code public hearing notice and posting requirements and **RECOMMENDS APPROVAL**; and

WHEREAS, the City Council of the City of Manassas held a public hearing on April 14, 2025 after full compliance with all state code public hearing notice and posting requirements; and

WHEREAS, among the purposes of zoning called out in Chapter 15.2-2283 of the Code of Virginia is to “facilitate the creation of a convenient, attractive, and harmonious community”; and

WHEREAS, among the matters to be considered in drawing and applying zoning ordinances and districts called out in Chapter 15.2-2284 of the Code of Virginia is: “the existing use and character of the property”; and

WHEREAS, the City Council upon careful consideration finds that approval of REZ #2025-0003, is justified by public necessity and convenience and general welfare, and is consistent with reasonable zoning practices, and that the cumulative effect of the activities permitted with this rezoning will not be detrimental to the character of the adjacent land,

and is in reasonable harmony with the City's land use plan and policies.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Manassas, Virginia, meeting in regular session this 28th day of April, 2025, that REZ #2025-0003 for 9161 Liberia Avenue, to include unit numbers 100, 101, 102, 103, 104, 200, 201, 202, 203, 204A, 204B, 205, 300, 301, 302, 303, 304, 305, 400, 401, 403 & 405, and as shown on Attachment 1 is hereby APPROVED.

This ordinance shall become effective upon second reading.

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

ATTEST:

Eric W. Smith, II City Clerk

MOTION:

SECOND:

RE:

ACTION:

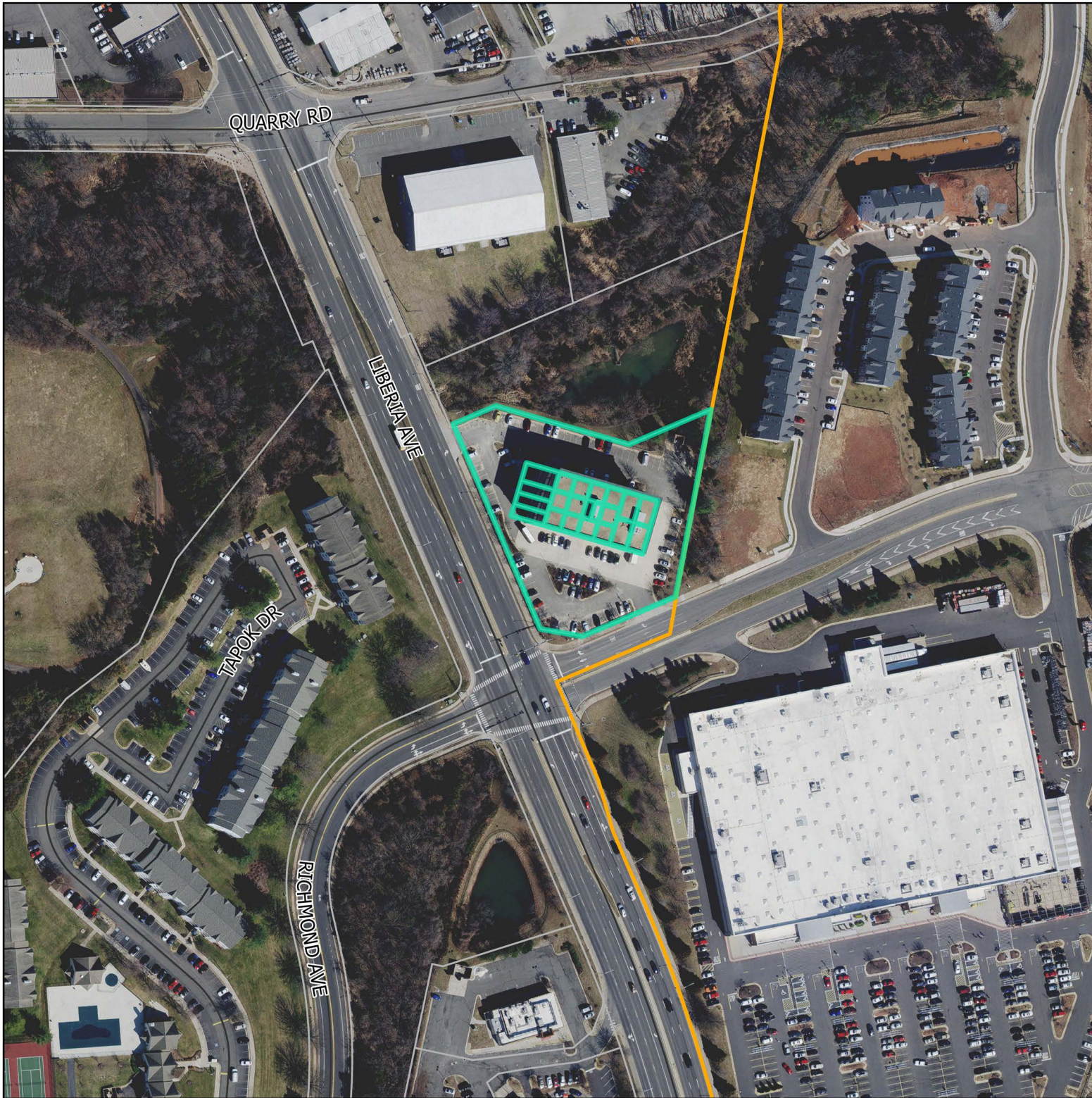
Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:



City of Manassas

REZ-2025-0003, Signal Hill
Condominium Association
9161 Liberia Avenue
I-2 to B-1

Legend

- Parcels
- Subject Property
- City Boundary

0 180 360 Feet



Map Created by:
Department of Community Development
Map Updated on: 3/4/2025

This map is intended for reference purposes only. The City of Manassas does not provide any guarantee of the accuracy or completeness regarding the map information. Any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.



City Council Agenda Item Report

Agenda Item No. 4.3

Submitted by: Amelia May

Submitting Department: Manassas Regional Airport

Meeting Date: April 28, 2025

Item Title

Resolution #R-2025-764: Amending Manassas Regional Airport Rules and Regulations for Aeronautical Services and Activities

(Staff: Jolene Berry, Assistant Airport Director)

Suggested Action and/or Recommendation

Approve Resolution #R-2025-764.

Suggested Motion

I move that Resolution #R-2025-764 be approved.

Item Type Resolutions

Submitting Department Manassas Regional Airport

Meeting Body City Council

Item ID 2025-764

Drafter Amelia May

Meeting Date April 28, 2025

Advisory Board/Committee Review

In the spring of 2024, the Manassas Regional Airport Commission and Staff began the revision process to update the Rules and Regulations. These changes were posted during a period of public comment, after which the Commission approved the amended Rules and Regulations at its regular meeting on July 18, 2024. Because of changes within the composition of the Airport Commission, as well as major strides in the commercial expansion of the Airport in the second half of 2024, Airport Staff now presents the amended Airport Rules and Regulations for the City Council's consideration.

Fiscal Impact

There is no fiscal impact with approval of the Resolution.

Executive Summary and Background Information

The City of Manassas operates its Regional Airport as a department, with the appointed Airport Commission providing oversight to the Director and Staff in regard to management and facilities. Commission and Staff have worked in concert to develop a set of Rules and Regulations, intended to provide the basic guidelines for Aeronautical Activities at the Airport. The document includes, but is not limited to, governance of commercial activity, security, operating and emergency procedures, fees, franchise and lease agreements, use of aircraft and other motor vehicles on the property, and enforcement of these rules and regulations. Airport Staff and Commission update the Rules and Regulations from time to time, as the facilities and services offered change and expand. The City

Council of Manassas last approved of updates to the Airport Rules and Regulations on May 24, 2021. The Manassas Airport Commission and Staff have revised and updated the Rules and Regulations with largely non-substantive amendments for City Council's review and approval.

ATTACHMENTS

- [2025-764 RES Amending Manassas Regional Airport Rules and Regulations for Aeronautical Services and Activities](#)
- [ATTH01 Redline Airport Rules and Regulations 2025 \(Redline Version\)](#)
- [ATTH02 Final Airport Rules and Regulations 2025](#)

MOTION:

April 28, 2025

Regular Meeting

SECOND:

Res. No. R-2025-746

**RE: RESOLUTION AMENDING MANASSAS REGIONAL AIRPORT
RULES AND REGULATIONS FOR AERONAUTICAL SERVICES AND ACTIVITIES**

WHEREAS, the City Council has assumed certain responsibilities and grant obligations to operate the Manassas Regional Airport (“Airport”) for the use and benefit of the public, establishing fair and reasonable terms for those desiring to provide aviation related services at the Airport; and

WHEREAS, the City Council has charged the Manassas Regional Airport Commission (“Airport Commission”) with oversight of the Airport and its management; and

WHEREAS, the Airport Commission and the Airport Staff have developed and may update, from time to time, Rules and Regulations that are intended to provide basic guidelines for aeronautical activities at the Airport; and

WHEREAS, the City Council previously approved the Airport Rules and Regulations as Agenda Item #1.5 on its Consent Agenda of May 24, 2021; and

WHEREAS, the Airport Commission and the Airport Staff recently drafted updates to those Airport Rules and Regulations and solicited public comment on the proposed changes thereto, and that comment period has now concluded; and

WHEREAS, the Airport Commission approved the amended Airport Rules and Regulations at its meeting on July 18, 2024, and hereby recommends approval by the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Manassas hereby adopts the attached, amended Airport Rules and Regulations for the Manassas Regional Airport Aeronautical Services and Aeronautical Activity Operators, which shall become effective upon adoption.

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

ATTEST:

Eric Smith

City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:



Rules and Regulations

Manassas Regional Airport
Manassas, VA

Adopted by City Council:
XXXXXX

FOREWORD

The **Mission** of the Manassas Regional Airport is to provide world class facilities and services to our customers and be a major driver of economic growth to our community.

The **Vision** of the Manassas Regional Airport is to be a world class, innovative, thriving aviation gateway for the greater Washington, DC area, providing global access and economic opportunity for our customers and our community.

These Rules and Regulations are intended to provide the basic guidelines for Aeronautical Activities at the Manassas Regional Airport. Additional, activity-specific requirements may be imposed in ~~L~~ease ~~A~~greements, ~~F~~franchise ~~a~~greements or other agreements between the City of Manassas and ~~P~~persons engaging in Aeronautical Activities at the Airport. In the event of a conflict between these Rules and Regulations and other agreements, the most stringent requirements shall apply. The Airport is owned by the City of Manassas and operated as a department of the City of Manassas. The Manassas Regional Airport Commission has eight representatives from the City of Manassas and two from Prince William County. The Commission serves at the pleasure of the Manassas City Council and is tasked to operate and maintain existing and future facilities, oversee construction, prepare report and annual budgets and make recommendations to the City Council. Day-to-day operations and the implementation of the policies of the Commission are the responsibility of the Airport Director.

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SECTION 1 - DEFINITIONS

1.01 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

1. **Abandoned Motor Vehicle** - ~~A~~Means a ~~M~~motor ~~V~~vehicle, trailer, or semitrailer or part of a ~~M~~motor ~~V~~vehicle, trailer, or semitrailer that:
 - a. Is inoperable and is left unattended on public property, for more than forty-eight hours, or
 - b. Has remained illegally on public property for more than forty-eight hours, or
 - c. Has remained for more than forty-eight hours on private property without the consent of the property's owner, regardless of whether it was brought onto the private property with the consent of the owner or person in control of the private property, or
 - d. Is inoperable, left unattended, or both on the shoulder of any roadway.
2. **Accident** - Any collision between a ~~M~~motor ~~V~~vehicle and another ~~M~~motor ~~V~~vehicle, ~~P~~person, or object which results in property damage, personal injury, or death.
3. **Aircraft Accident** – An occurrence associated with the operation of an Aircraft which takes place between the time any ~~P~~person boards the Aircraft with the intention of flight and all such ~~P~~persons have disembarked, and in which any ~~P~~person suffers death or serious injury, or in which the Aircraft receives ~~S~~substantial ~~D~~damage.
4. **Aeronautical Activity (Activities)** - Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model Aircraft and model rocket operations, are not aeronautical activities.
5. **Aircraft** - A device that is used or intended to be used for flight in air. Examples of ~~A~~aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft (helicopter and gyroplane), balloon, blimp and ultralight.
6. **Aircraft Maintenance** - The inspection, overhaul, repair, preservation and the replacement of parts including ~~P~~preventive ~~M~~maintenance.
7. **Airport** - Manassas Regional Airport. All land and improvements located with~~in~~ the geographical boundaries of the Manassas Regional Airport, Manassas, Virginia, ~~-as~~

- 1 shown on the Airport Layout Plan or as it may hereafter be extended, enlarged or
2 modified.
3
- 4 8. **Airport Director** - A person that is the duly appointed Airport Director of the Manassas
5 Regional Airport or their duly authorized representative. In these Rules and Regulations,
6 the Airport Director will be referred to as the "Director".
7
- 8 9. **Airport Commission (the Commission)** - The body established by the Manassas City
9 Council, which serves at their pleasure, tasked with operating and maintaining the
10 Airport's existing and future facilities, overseeing construction at the Airport, preparing
11 reports and annual budgets relating to the Airport, hearing appeals, and making
12 recommendations to the City Council relating to the Airport.
13
- 14 9. **Airport Operations Area (AOA)** - Area of the Airport used or intended to be used for
15 the landing, take off, or surface maneuvering of aircraft. The AOA is divided into two
16 areas: the 'Movement' area and the 'Non-movement' area.
17
- 18 10. **Air Traffic Control** - A service operated by appropriate authority to promote the safe,
19 orderly, and expeditious flow of air traffic. The Manassas Air Traffic Control Tower
20 (ATCT) is operated by employees of the Federal Aviation Administration (FAA).
21
- 22 11. **Airworthy** - An aircraft maintained to Airworthiness standards as more particularly
23 defined pursuant to Federal Aviation Regulations.
24
- 25 12. **Apron(s)** - Those areas of the Airport within the AOA designated for the loading,
26 unloading, servicing, or parking of aircraft.
27
- 28 13. **Based Aircraft (to Base an Aircraft)** - Any aircraft that remains or is housed,
29 hangared, or tied-down at the Airport for more than 60 days in a 12-month period and
30 which is required to have a state-issued aircraft license.
31
- 32 14. **Building(s)** - Includes the main portion of each structure, all projections or extensions
33 therefrom and shall include garages, outside platforms and docks, carports, canopies,
34 eaves and porches. Paving, ground cover, fences, signs and landscaping are not to be
35 included.
36
- 37 15. **City** - The City of Manassas, Virginia.
38
- 39 16. **Commercial Activity** - The exchange, trading, buying, hiring, or selling of goods,
40 services or property of any kind, or any revenue producing activity on the Airport.
41
- 42 17. **Commercial Operating Permit** - A written license issued by the Airport Commission
43 granting the right to perform aviation related business functions on the Airport.
44
- 45 18. **Commercial Operator** - A person or organization engaged in commercial activity
46 and licensed by the Airport.
47

- 1 **19. Commercial Vehicle** - A Commercial Vehicle is defined as a loaded or empty ~~M~~motor
2 ~~V~~vehicle, trailer, or semitrailer, designed or regularly used for carrying freight,
3 merchandise, or more than ten passengers. ~~A~~Commercial Vehicles shall include buses,
4 but shall not include vehicles used for vanpools.
5
6 **20. Control Tower** - The Air Traffic Control facility located at the Airport.
7
8 **21. DEQ** – Virginia Department of Environmental Quality.
9
10 **22. EPA** - The United States Environmental Protection Agency.
11
12 **23. Equipment** - All machinery, together with the necessary supplies for service and
13 maintenance, and all tools and apparatuses necessary to the proper construction and
14 completion of work.
15
16 **24. Emergency** - Any occasion or instance such as a hurricane, tornado, storm, flood, ~~tidal~~
17 ~~wave, tsunami,~~ earthquake, ~~volcanic eruption,~~ landslide, mudslide, snowstorm, fire,
18 nuclear accident, pandemic or any other natural or man-made catastrophe that warrants
19 action to save lives and to protect property, public health, and safety.
20
21 **25. FAR** - Federal Aviation Regulations.
22
23 **26. Federal Aviation Administration (FAA)** - The ~~federal aviation~~ agency governing
24 national aviation standards established by the Federal Aviation Act of 1958, as amended,
25 and re-established in 1967 under the Department of Transportation.
26
27 **27. Flying Club** - A club that meets all provisions of Section 2.08 of these Rules and
28 Regulations and the Airport's Minimum Standards.
29
30 **28. Foreign Object Debris (FOD)** - Any object, alive or ~~inanimate~~~~not~~, ~~located~~found in an
31 inappropriate location in the airport environment that has the capacity to injure airport or
32 air carrier personnel and damage aircraft.
33
34 **29. Franchise Agreement** – An agreement, spanning a period in excess of five (5) years,
35 made between a ~~P~~person and the City Council which allows that ~~P~~person to exclusively
36 use public property at the Airport in a manner that is not permitted to the general public
37 for a period in excess of five (5) years.
38
39 **30. Franchisee** - A ~~P~~person that has been granted a ~~F~~franchise ~~A~~agreement at the Airport.
40
41 **31. Full-Service Fixed Base Operator (FBO)** - An aviation business providing multiple
42 aeronautical services including ~~A~~aircraft ~~F~~fueling, ~~O~~oil ~~S~~sales and ~~S~~services, ~~A~~airframe
43 and ~~P~~power plant ~~R~~repair ~~S~~services, as well two (2) of the following aeronautical
44 activities to ~~A~~aircraft owners, Airport users, and Airport tenants:-
45
46 1. Sale of New Aircraft Parts and Components
47 2. Aircraft Charter
48

3. Aircraft Hangar Storage
4. Flight Training and Aircraft Rental
5. Avionics Repairs and Sales
6. Aircraft Refurbishing and or Painting
7. Sale of New and Used Aircraft

A Full-Service FBO shall comply with all the standards and requirements contained in the Airport's Minimum Standards.

32. **ID Badge** - Refers to any airport ID, access card, and/or airport badge issued by the Airport. ID Badges are the property of the Airport and must be returned upon termination of employment, termination of lease or whenever requested by the Director or Designee.
33. **Hangar** – General term for aircraft storage unit to include, but not limited to definitions of **Corporate, Executive/Intermediate, and T-Hangar (following)**.
34. **Hangar - Corporate** – A structure with a minimum of 10,000 square feet designed for the storage of one or more large corporate aircraft or multiple smaller aircraft. Such structures may include offices, kitchens, toilets and shower facilities.
35. **Hangar -- Executive or Intermediate** – A portion of a row of **Hhangars**, comprising a minimum of 3,000 square feet for the storage of larger **Aaircraft**. Such structures may include an office, kitchen, toilets, and shower facilities.
36. **Hangar - T-Hangar** - A specific type of storage **Hhangar** that are row **Hhangars** typically used for the storage of single engine or small twin-engine **-aAircraft** with common walls and roof systems classified as Group III Aircraft Hangar(s) and Use Group S-1 in accordance with National Fire Protection Association Standard (NFPA) 409. **The T-Hhangars** do not provide any automatic fire protection and the type of construction is the minimum allowable by code against fire spread and is therefore subject to **relatively** more stringent fire protection precautions.
37. **Incident** – An occurrence other than an **Aaircraft Aaccident**, associated with the operation of an **Aaircraft**, which affects or could affect the safety of operations.
38. **Improvements** - All buildings, structures, and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any franchised or leased area by, or with the concurrence of, a **Ffranchisee** or **Llessee**.
39. **Large Aircraft** - Any **Aaircraft** weighing more than 12,500 pounds maximum certificated takeoff weight.
40. **Lease Agreement** – An agreement between a **Pperson** and the City Council which allows that **Pperson** to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period of not more than five (5) years.
41. **Lessee** - A **Pperson** that has been granted a **Llease Aagreement** at the Airport.

- 1 42. **Maintenance** – Maintenance other than ~~A~~aircraft ~~M~~maintenance.
2
- 3 43. **Motor Vehicle** – As defined by Virginia Code §46.2-100, every vehicle that is self-
4 propelled or designed for self-propulsion. This includes, but is not limited to,
5 automobiles, motorcycles, and any other motor driven devices as defined by the Virginia
6 Code.
7
- 8 44. **Movement Area** - The ~~R~~runways, ~~T~~taxiways and other areas of the Airport that are
9 utilized for the taxiing, air taxiing, takeoff and landing of ~~A~~aircraft.
10
- 11 45. **NFPA** – National Fire Protection Association-~~Standard~~.
12
- 13 46. **Non-Commercial Activity** - Activities that are undertaken not for profit.
14
- 15 47. **Non-Commercial Self-Fueling** – The dispensing of fuel into an ~~A~~aircraft by an owner of
16 the ~~A~~aircraft from facilities and equipment that are provided by that owner.
17
- 18 48. **Non-Movement Area** - The ~~T~~taxilanes, ~~A~~aprons, and other areas of the Airport that are
19 utilized for ~~A~~aircraft loading areas and ~~A~~aircraft parking areas.
20
- 21 49. **Operational Areas** -- Two distinct areas associated with the Airport are:
22 1. Landside - Those areas outside of the AOA.
23 2. Airside - Those areas involved in any ~~A~~aircraft movement or operations, i.e.,
24 ~~R~~runways, ~~T~~taxiways, ~~A~~aprons, tie-down areas, ~~H~~hangar areas, etc., also known as the
25 AOA.
26
- 27 50. **Park** (Parking, Parked).- To put, ~~or~~ leave or let a ~~M~~motor ~~V~~ehicle or ~~A~~aircraft stand or
28 stop in any location, whether the operator ~~thereof~~ leaves or remains in such ~~M~~motor
29 ~~V~~ehicle or ~~A~~aircraft, when such standing or stopping is not required by traffic controls
30 or conditions beyond the control of the operator. Fuel trucks that are in the process of
31 fueling ~~A~~aircraft are not considered to be ~~P~~arked.
32
- 33 51. **Person** - Any individual, firm, partnership, corporation, company, association, joint stock
34 association, business entity, or body politic, including any trustee, receiver, committee,
35 assignee or other representative or employee thereof.
36
- 37 52. **Preventive Maintenance** - Simple or minor ~~A~~aircraft preservation operations and the
38 replacement of small standard parts not involving complex assembly operations in
39 accordance with 14 CFR Part 43, Appendix A, paragraph C.
40
- 41 53. **Private Vehicle** - A ~~M~~motor ~~V~~ehicle transporting ~~P~~ersons or property for which no
42 charge is paid directly or indirectly by the passenger or by any other ~~P~~erson.
43
- 44 54. **Public Facility** - Those areas of the Airport provided for public use (e.g. ~~T~~terminal),
45 rather than but not including areas used by private businesses.
46
- 47 55. **Public Parking Facilities** - All ~~M~~motor ~~V~~ehicle parking provided for the public at the
48 Airport.

- 1
2 56. **Repair Station** - A Federal Aviation Administration approved facility utilized for the
3 repair of Aircraft that may include airframes, power plants, propellers, radios,
4 instruments, and accessories.
5
- 6 57. **Restricted Area** - Any area of the Airport posted to prohibit ~~entry~~ or ~~to~~ limit entry or
7 access to unauthorized pPersons.
8
- 9 58. **Runway(s)** - A defined rectangular surface on the Airport prepared or suitable for the
10 landing and takeoff of Aircraft.
11
- 12 59. **Scheduled Operations** - All regularly scheduled operations of Aircraft by a duly
13 certificated air carrier (FAR 121, 125 or 135, 139) holding an agreement with the City for
14 the purpose of transporting passengers, mail and freight whose operation is either
15 intrastate or interstate.
16
- 17 60. **Shall** - The words "shall", "must", or "will" are interchangeable and indicate a mandatory
18 action.
19
- 20 61. **Solicitation or to Solicit** - To ask or request (or endeavor to obtain by asking), whether
21 directly or indirectly, something of a person or entity. actively or passively, openly or
22 subtly, ask (or endeavor to obtain by asking), request, implore, plead for, importune, or
23 seek to obtain.
24
- 25 62. **Standard Parts** – Those parts that meet published specifications that include information
26 clearly establishing design, materials, manufacture and uniform identification
27 requirements. Examples include National Aerospace Standards (NAS), the Army-Navy
28 Aeronautical Standard (AN), Society of Automotive Engineers (SAE) Standards, and
29 American National Standards Institute (ANSI), etc.
30
- 31 63. **Sublease** - A lease granted by a Franchisee or Lessee to another Person of all or part
32 of the franchised or leased property.
33
- 34 64. **Substantial Damage** - Means damage or failure which adversely affects the structural
35 strength, performance or flight characteristics of the Aircraft, and which would normally
36 require major repair or replacement of the affected component. Engine failure or damage
37 limited to an engine if only one engine fails or is damaged, bent fairing or cowlings,
38 dented skin, small puncture holes in the skin or fabric, ground damage to rotor or
39 propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories,
40 brakes, or wing tips are not considered "Substantial Damage."
41
- 42 65. **Taxilane(s)** – The portion of the Aircraft parking area used for access between
43 Taxiways and Aircraft parking positions.
44
- 45 66. **Taxiway(s)** – A defined path established for the taxiing of Aircraft from one part of an
46 airport to another.
47

1 67. **Tenant** – Any ~~P~~person entering into a contractual relationship with the City to conduct
2 its business, or a sublessee who has the written approval of the City.

3
4 68. **Terminal** - The passenger terminal facility, the designated ~~M~~motor ~~V~~vehicle parking
5 facilities serving that facility, and all roadways associated therewith.

6
7 69. **Tie-Down Area** - A paved or grass area suitable for the ~~P~~parking and mooring of
8 ~~A~~aircraft wherein suitable tie-down points have been located.

9
10 70. **Transient Aircraft** - An ~~A~~aircraft that is not using the Airport as its permanent base of
11 operations.

12
13 71. **Unmanned Aircraft** - An ~~A~~aircraft that is operated without the possibility of direct human
14 intervention from within or on the ~~a~~aircraft.

15
16 72. **Unmanned Aircraft Systems (UAS)** – Unmanned aircraft and its associated elements
17 (including communication links and the components that control the small unmanned
18 aircraft) that are required for the safe and efficient operation of the unmanned aircraft in
19 the national airspace system.
20
21
22

SECTION 2 - GENERAL REGULATIONS

2.01 COMPLIANCE WITH RULES AND REGULATIONS

a. Any permission granted by the City, directly or indirectly, expressly, or by implication or otherwise, to any ~~P~~person to enter or to use the Airport or any part thereof, is conditioned upon compliance with these Rules and Regulations and the Minimum Standards of the Airport. In the event that these Rules and Regulations conflict with FAA regulations, the FAA regulations shall supersede these Rules and Regulations. In the event that differing specific requirements are imposed upon a ~~P~~person by other ~~L~~ease ~~A~~greements, ~~F~~ranchise ~~A~~greements or other agreements with the City of Manassas, the most stringent applicable requirements shall apply.

b. Any permission granted by the Director, after approval by the Airport Commission if such is necessary, under these Rules and Regulations, is conditioned upon the payment of any and all applicable fees and charges as established by the City.

c. Any person witnessing an unlawful act, suspicious activity, or security threat, will report it to the City of Manassas Police immediately. It is the responsibility of the person witnessing the act to also report such activity within 12 hours to the Airport Security Coordinator and ~~his~~~~their~~ employer.

d. Any ~~P~~person violating any of these Rules and Regulations shall be held accountable as provided by these Rules and Regulations, by any applicable law, or by any applicable administrative or contractual actions.

2.02 COMMERCIAL ACTIVITY

No ~~P~~person shall occupy, sublease or rent space, and no ~~P~~person shall carry on any ~~C~~ommercial ~~A~~activity on the Airport without first complying with the Minimum Standards and obtaining written authorization for such activity from the City or its authorized representative.

2.03 ADVERTISING AND DISPLAY

No ~~P~~person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material on or at the Airport without the prior written permission of the City or its authorized representative. Such actions are subject to reasonable restrictions to protect traffic, the public, businesses, and other uses of the Airport by the public. These reasonable restrictions may limit leafleting to a defined stationary area, may limit the number and sizes of signs and may require that someone attend the signs. Signs displayed on the Airport must comply with all applicable local laws, including those governing zoning.

2.04 SOLICITATION

No ~~P~~person shall ~~S~~solicit fares, ~~donations~~~~alms~~, or funds for any purpose or conduct any poll within the Airport grounds without first obtaining permission from the City or its authorized representative. Such actions are subject to reasonable restrictions to protect traffic, the public, businesses, and other uses of the Airport by the public. These ~~reasonable~~ restrictions may limit solicitation to a defined stationary area, ~~may limit~~ the number and sizes of signs, and may require that someone ~~maintain~~~~attend~~ the signs.

2.05 RESTRICTED AREAS AND AIR OPERATIONS AREAS

No ~~P~~person may, without the prior authorization of the Director or his authorized agent, enter the Airport Operations Area (AOA) or any ~~R~~restricted ~~A~~area on the Airport except:

- a. Persons assigned to duty thereon and entering in accordance with a security clearance pursuant to a security program established or authorized by the Airport.
- b. Aircraft owners, operators and their employees, pilots, passengers, and those engaged in an Aeronautical Activity that have completed the Airport Driver Training Program.
- c. Persons and/or entities authorized by the Director to perform Aeronautical Activities.
- d. Police, ~~and~~ fire and rescue personnel performing their duties.

~~All owners~~, operators of based aircraft and/or employees operating on the AOA shall complete the Airport's Driver Training Movement and/or Non-Movement requirements.

2.06 AIRPORT SECURITY

Any ~~P~~person using the Airport in any capacity shall follow the security requirements adopted by the City and as required by local, state, and federal regulations.

- a. Each ~~P~~person and ~~T~~tenant who has a ~~F~~franchise ~~A~~agreement or ~~L~~lease ~~A~~agreement, or other agreement with the Airport and whose leased, franchised, or otherwise assigned area forms a part of the Airport's perimeter fence, or ~~whose leased, franchised, or otherwise assigned area is~~ in the main ~~T~~terminal shall make every reasonable effort to prevent, restrict and deter unauthorized access to the AOA through their leased, franchised, or otherwise assigned area.
- b. Each ~~P~~person and ~~T~~tenant who is on the AOA shall comply with ~~the~~ all applicable parts of the Airport's Security Program.
- c. Each ~~P~~person and ~~T~~tenant who has a ~~F~~franchise ~~A~~agreement, ~~L~~lease ~~A~~agreement, or other applicable agreement with the Airport shall be responsible for maintaining its outside ~~A~~apron and parking lot lighting system(s) in good working order and shall replace broken lamps and fixtures within 48 hours of becoming aware of the problem. Lights that cannot be repaired within 48 hours shall be reported to Airport Operations.

d. No person shall “piggy-back” through an Airport gate. Any ~~P~~person that has been issued an Airport- ID Badge, or is under escort by a ~~P~~person who has been issued an ID shall stop and allow the gate to fully close before proceeding. Cardholders are responsible for any visitor or employee who enters the airfield under their escort. ID badges are only for use by the specific individual to whom the badge was issued ~~to~~. ID badges should not be loaned to others, or used to permit others to enter the Airport unless they remain under escort by the ID badge holder. See Section 2.13 Airport Badges and Identification.

e. Persons entering the AOA through a vehicle gate must activate their ~~M~~motor ~~V~~vehicle hazards or flashers before driving on throughout the AOA. Headlights on ~~M~~motor ~~V~~vehicles shall be used in low visibility conditions, hazardous weather, or at night.

f. All ~~A~~aircraft left unattended for any period of time shall be secured against unauthorized access by using any combination of key removal, door locks, throttle locks, control locks, propeller locks/chains, or other appropriate devices. Aircraft shall be secured in accordance with Section 5.03(a)3 of these Rules and Regulations.

g. All ~~B~~buildings and ~~H~~hangars, when unattended for any period of time, shall be closed and locked so as to prevent unauthorized entry.

h. No ~~P~~person shall tamper with or block-open any Airport security gate or door except for emergencies, maintenance or special event. Written permission from the Director or authorized representative is required prior to leaving a door or gate open. Should permission be granted, an individual with a valid- ID Badge must be present for ~~during~~ the duration that the door or gate is open.

i. The Airport shall be promptly notified of any open or stuck gate and/or door which has direct access to the AOA. The reporting ~~P~~person shall make a reasonable effort to monitor the gate until a response is made by the Airport or the gate/door is properly secured.

j. No fuel truck shall be parked within fifty (50) feet of a perimeter security fence or building.

k. No ~~A~~aircraft shall be parked within ten (10) feet of a perimeter security fence.

2.07 PICKETING, MARCHING AND DEMONSTRATING

Picketing, marching and demonstrating on the Airport shall be governed by Section 102-42 of the Code of the City of Manassas.

2.08 NONPROFIT FLYING CLUBS

All Flying Clubs should be conducted in compliance with the requirements of the FAA’s amended policy on Flying Clubs as found in 81 FR 13719 and with the Airport’s Minimum Standards.

2.09 OPERATING PROCEDURES, EMERGENCY PROCEDURES & DIRECTIVES

Written operating procedures and directives issued by the Director shall be considered as addenda to, and shall have the full force and effect of, these Rules and Regulations.

a. When an emergency exists at the Airport, the Director or his authorized representative shall be empowered to take any action which, within his/her discretion and judgment, is necessary or desirable to protect the health, welfare and safety of ~~P~~persons and property, and facilitate the operation of the Airport.

b. During an emergency, the Director or his authorized representative may suspend these Rules and Regulations, or any part thereof, in his/her discretion and judgment, by providing notice of such suspension to all ~~F~~franchisees, ~~L~~essees, ~~T~~enants, and others, using any appropriate communication method including e-mail, fax, phone, or text messaging. ~~and, he/she may, in~~ addition, he/she may issue such oral orders, rules and regulations as may be necessary.

c. The Director or his authorized representative shall at all times have the authority to take such reasonable action as may be necessary for the proper handling of the conduct of members of the public at the Airport.

2.10 AIRPORT FEES

In accordance with the Code of Virginia §5.1-44, the City may establish fees or other charges for the use of the Airport or for services and activities at the Airport. All Airport fees and charges shall be paid on or before the date due. The City shall charge a late fee for all fees and charges that are not received by the due date. A list of fees and charges are listed in the Airport Minimum Standards. The Airport Director may assess penalties, violations, or fees if any items Airport Rules and Regulations are broken. The list of fees is not comprehensive and do not preclude any fees which may or may not be assessed by local, state, or federal agencies.

2.11 AIRCRAFT STATE LICENSES

All ~~A~~aircraft that are based in the Commonwealth of Virginia for more than 90 (ninety) days during any calendar year are required to be licensed by the Virginia Department of Aviation pursuant to §5.1-5. On the Airport, these ~~A~~aircraft must display the license decal at all times, or the owners must make available the ~~a~~aircraft registration card when requested.

2.12 BASED AIRCRAFT REGISTRATION

All ~~A~~aircraft owners that Base their ~~A~~aircraft at the Airport for more than ninety (90) shall register their aircraft with the Virginia Department of Aviation.

2.13 AIRPORT BADGES AND IDENTIFICATION

a. No ~~P~~person shall access the AOA through a vehicle or pedestrian gate unless they are in possession of a valid ID Badge, unless they are directly escorted by a ~~P~~person who is possesses a valid ID Badge. ID Badges are issued at the discretion of the Director or authorized representative. Persons who possess a valid ID Badge are responsible for any visitor or employee who enters the airfield under their escort or permission.

b. Persons with escort privileges must remain with the visitors or employees under escort at all times while on the AOA. Persons may not leave individuals unescorted.

1
2 c. At all times, ~~P~~persons who have been issued an ID Badge must have it prominently
3 display~~ed~~ above the waist on the outermost garment of clothing at all times. Badges must be
4 clearly visible and must be shown to the Airport upon request. Badges remain Airport property
5 and must be relinquished immediately upon request of the Airport.

6
7 d. The Airport Director has the right to rescind permission for the use of any access control
8 device and to confiscate any Airport badge previously given to any ~~P~~person for any lawful
9 reason, including but not limited to violations of Airport security standards and Rules and
10 Regulations.

11
12 e. All ID Badge Holders shall successfully complete the requirements of the Airport's Driver
13 Training Program prior to being issued an ID Badge and having unescorted access to the AOA.
14 ~~This f~~Frequency of ~~these~~ requirements trainings is subject to change as directed by local, state,
15 and federal regulations. Completing the Airport's Driver Training Program does not
16 automatically grant access to operate on the AOA.

17
18 f. Any ~~P~~person in possession of an ID Badge, upon termination of employment, termination
19 of lease or whenever requested by the Airport, must return the ID Badge to the Airport within
20 five (5) calendar days.
21
22

SECTION 3 - PERSONAL CONDUCT

3.01 COMPLIANCE WITH SIGNS

Airport users shall observe and obey posted signs, fences, and barricades prohibiting entry upon an AOA or ~~R~~restricted ~~A~~area or governing the activities or demeanor of the public while on the Airport.

3.02 USE AND ENJOYMENT OF AIRPORT PREMISES

a. No ~~P~~person(s) singly or in association with others shall by his/her or their conduct, or by congregating with others, prevent any other ~~P~~person ~~or Persons~~ lawfully entitled thereto from the use and enjoyment of the Airport and its public facilities or any part thereof. ~~., No Person singly or in association with others shall by his/her or their conduct, or by congregating with others, prevent any other Person or Persons lawfully entitled thereto or~~ from passage from place to place, or through entrances, exits or passageways on the Airport.

b. No ~~P~~person shall remain in or on any public area, place, or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through, or the normal or customary use of such area, place, or facility, by ~~P~~persons or vehicles entitled to such passage or use.

c. The use of the Airport shall constitute an acceptance by the user of these Rules and Regulations and shall create an obligation on the part of the user to obey these Rules and Regulations.

d. The Airport shall be open for public use 24 hours per day, 365 days per year, subject to restrictions due to weather, the conditions of the AOA, special events, restricted operations as indicated in section 5.02, and like causes as determined by the City. The City provides the Airport for the use ~~and~~, benefit ~~of~~, enjoyment ~~by~~, and as a service to the public.

3.03 ENVIRONMENTAL POLLUTION AND SANITATION

a. Each ~~P~~person while on Airport property shall conduct his/her activities thereon in such a manner as not to cause littering or any other form of environmental pollution.

b. No ~~P~~person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.

c. No ~~P~~person shall dispose of any fill or building materials or any other discarded or similar waste materials on Airport property, except as approved in writing by the Airport Director. No liquids shall be placed in storm drain or other systems which will result in water pollution having passed through such drain or system.

d. No ~~P~~person shall operate or maintain a comfort station, toilet or lavatory facility at the Airport other than in a clean and sanitary manner. Any amount of solid or liquid material from such facility that may be spilled at the Airport shall be reported to the Director immediately. In no case shall any refuse be burned at the Airport.

e. No ~~P~~person shall cause any smoke, dust, fumes, gaseous matter or any other matter to be emitted into the atmosphere or carried by the atmosphere except normal emissions from internal combustion engines, jet engines, smoke from cigarettes, vaping, cigars, or pipes, or ~~A~~aircraft ~~M~~maintenance activities.

f. Any ~~P~~person(s) who spills one quart or more of any petroleum product anywhere on the Airport shall immediately notify the Airport. The ~~P~~person who spills the petroleum product shall submit a written report of the incident to the Airport within 24 hours of the spill.

g. Any ~~P~~person(s) who spills 5 gallons or more of Jet A, Kerosene, 100LL or any other petroleum product on the Airport shall contact the Airport and the City's Safety and Hazardous Materials Officer, or the Fire Marshal, or both, immediately. The ~~P~~person who spills the petroleum product shall submit a written report of the incident to the Airport within 24 hours of the spill.

h. Appropriate industry standards shall be followed to minimize the use of ethylene glycol. Proper techniques should be used when de-icing ~~A~~aircraft to ensure that only the amount of chemical needed to complete the job is applied. To the extent possible, other de-icing and anti-icing techniques should be utilized to minimize the use of ethylene glycol. These techniques are described in detail in the most recent version of FAA Advisory Circular (AC) 20-117. Efforts must be made to collect overspray from ~~A~~apron areas to the extent feasible. Collected materials must be disposed of properly or properly recycled. Quantities of deicer used (inclusive of quantities disposed of or recycled) must be reported to the Airport on a monthly basis. The Airport Director may require a permit, with or without a fee, and specify a location for aircraft deicing operations. ~~This may include a fee for the permit.~~

i. The use of salt or sodium chloride-based products for de-icing and the anti-icing of ~~R~~runways, ~~T~~axiways, or ~~A~~aprons is prohibited inside the AOA. Salt can be used for treating parking lots, sidewalks, and/or streets only.

3.04 ANIMALS

a. GENERAL REGULATIONS

No ~~P~~person shall enter or be on any part of the Airport with a domestic animal unless such animal is constantly restrained by a leash or is confined in such a manner as to be completely under their control.

1. Except for animals that are to be or have been legally transported by air and are properly confined for air travel, no ~~P~~person shall permit any exotic or wild animal under his control or custody to enter the Airport.

2. No ~~P~~person other than an appropriate federal, state or local official shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.

3. No ~~P~~person shall feed or undertake any other act to encourage the congregation of birds or other animals on the Airport.

4. No ~~P~~person shall ride on horseback within the boundaries of the Airport except in those areas so specified by easements.

5. Under no circumstances shall a domestic animal be permitted within the AOA unless it is appropriately restrained or humanely contained.

b. TERMINAL REGULATIONS

1. No ~~P~~person shall enter the ~~T~~terminal with a domestic animal, unless such animal (1) is to be or has been legally transported by air and is kept restrained by a leash or is otherwise confined so as to be completely under control, (2) is a K-9 police dog or a search and rescue animal under the control of authorized handlers or law enforcement officers, or (3) is a designated ~~as a~~ service animal.

2. No ~~P~~person shall permit, either willfully or through a failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks or grounds of the Airport or upon the floor or carpet of the ~~T~~terminal or any other ~~B~~building used in common by the public. In the event that an animal does urinate or defecate in violation of this Rule, the ~~P~~person responsible for the animal shall immediately clean up the area and shall be liable for any associated costs.

3.05 PRESERVATION OF PROPERTY

No ~~P~~person may destroy, injure, deface or disturb any ~~B~~building(s), sign, equipment, or other structure, tree, flower, lawn, or other property within the Airport boundaries.

a. No ~~P~~person shall travel upon the Airport other than on roads, walks, or other rights-of-way provided for such specific purpose.

b. No Person shall alter, add to, or erect any ~~B~~building on the Airport, or make any excavation on the Airport, without prior written approval of the Airport Director.

c. Any ~~P~~person causing or being responsible for any injury, destruction, damage or disturbance of property at the Airport shall report such damage to the Director or their authorized representative immediately and shall be liable for the full amount of the damage.

d. No ~~P~~person shall alter, add to, or erect any sign on the Airport without the Director's approval and in a manner that is inconsistent with the City's zoning ordinances.

3.06 UNATTENDED OR ABANDONED PROPERTY

a. No ~~P~~person shall willfully abandon any personal property on the Airport.

b. The Airport may remove any luggage, bags or parcels left unattended. All unattended, bags, parcels or luggage are subject to being searched or disposed of according to all applicable federal, state, and local laws and regulations.

1
2 3.07 AIRPORT CONSTRUCTION
3

4 a. No ~~P~~person shall willfully interfere with, or hinder the progress of, any construction
5 project(s) conducted at the Airport.
6

7 b. No ~~P~~person shall enter into or upon any construction area on the Airport without the prior
8 permission of the Director or a construction manager or superintendent, or without the proper
9 safety attire.
10

11 c. No ~~P~~person who has permission to operate on a construction site shall do so without the
12 proper safety attire or be in a vehicle which is not properly marked. Vehicles shall be marked
13 with a rotating or flashing beacons and/or checkered construction flags.
14

15 d. No ~~P~~person shall erect or operate a crane, tower, equipment, structure or install a device on
16 Airport property which has the capacity to be an obstruction which has the potential to
17 interfere with the safety of ~~A~~ircraft or creates a hazard to navigation. The ~~P~~person shall be
18 subject to compliance and restrictions as applicable by local, state, and federal regulations.
19

20 3.08 RESTRICTED ACTIVITIES
21

22 a. No ~~P~~person shall operate a bicycle (electric or non-electric), scooter, moped, personal
23 assistive mobility device, motorized skateboard, hover board or similar vehicle on any
24 ~~R~~unway, ~~T~~axiway, ~~T~~axilane, or ~~A~~pron without prior permission of the Director. Strollers
25 and wheelchairs can be used for their intended purpose as a means of transporting children and
26 individuals from landside to airside.
27

28 b. No ~~P~~person shall walk or run on any ~~R~~unway, ~~T~~axiway, ~~T~~axilane, or ~~A~~pron without prior
29 permission of the Director. The Director may authorize such activities in order to accommodate
30 special events that are held at the Airport, or in the case of emergencies.
31

32 c. Walking or running on a ~~T~~axilane or ~~A~~pron is permitted if the action is required as a part
33 of that ~~P~~person's employment, or is associated with an Aeronautical Activity. Persons routinely
34 walking on a ~~T~~axilane or ~~A~~pron are required to wear high visibility vests at all times while
35 on the AOA.
36

SECTION 4 - FIRE AND SAFETY**4.01 GENERAL**

All standards of the Statewide Fire Prevention Code are applicable City-wide and incorporated by reference as part of these Rules and Regulations. The purpose of this Section 4 is to provide fire prevention and self-fueling regulations and standards for those ~~P~~persons who service or fuel ~~A~~aircraft. Copies of NFPA 407 and the Virginia Statewide Fire Prevention Code are available in the offices of the City's Fire Marshal and Building Official. Copies of relevant FAA documents are available for reference in the Director's office.

4.02 FUELING OPERATIONS

Fuel sales to the public shall only be conducted on the Airport by a ~~Full-Service~~Full-Service Fixed Base Operator and in accordance with the Airport's Minimum Standards. All fueling operations, including self-fueling, at the Airport shall be conducted in accordance with the Statewide Fire Prevention Code, and latest edition of FAA Advisory Circular 150/5230-4. No deviations from the procedures of NFPA 407 are permitted without the prior written approval of the City Fire Marshal. All fueling operations, including self-fueling, shall comply with the following requirements:

- a. All ~~A~~aircraft, refueling apparatus and containers shall be bonded in accordance with NFPA 407.
- b. No ~~A~~aircraft shall be fueled while the ~~A~~aircraft is being pre-heated.
- c. Hot fueling or fueling while an ~~A~~aircraft engine is running is prohibited unless the fueling personnel are properly trained and the ~~A~~aircraft is equipped for such operations.
- d. No person shall smoke on the AOA and within fifty (50) feet of an ~~A~~aircraft that is undergoing fuel servicing.
- e. No ~~A~~aircraft shall be fueled when lightning is observed or evident in the vicinity of the Airport.
- f. Extreme caution shall be exercised at all times to prevent fuel spills. When one quart or more of any petroleum product is spilled, servicing shall cease immediately and the ~~P~~person in charge shall notify Airport and/or 911. Section 3.03 (f) should be referenced as the situation applies.
- g. Persons engaged in the fueling of ~~A~~aircraft shall exercise care to prevent overflow of fuel, and shall be personally and financially responsible for all costs of cleanup if spillage should occur.
- h. No ~~A~~aircraft shall be fueled while it is fully or partially inside of any ~~B~~building, ~~H~~hangar, or structure.

i. No fuel vehicle designed for or employed in the transportation of fuel shall operate on a ~~R~~runway or ~~T~~taxiway without the permission of the Airport. Fuel vehicles shall utilize designated service roads for traveling around the Airport. If the ~~P~~person is granted permission to operate on a ~~R~~runway or ~~T~~taxiway, it must be equipped with a visible operating beacon, appropriately marked, and be in continuous two-way radio communications with the Manassas Air Traffic Control Tower. During periods when the Control Tower is not in operation, the ~~P~~person operating the vehicle shall self-announce their position and their intentions prior to crossing an active ~~R~~runway on the Common Traffic Advisory Frequency (CTAF) (133.1). The vehicle operator shall also announce when he or she is clear of all-active ~~R~~runways and ~~T~~taxiways.

j. No fuel vehicle shall be ~~P~~parked within fifty (50) feet of any Airport ~~B~~building.

k. Aircraft fuel servicing personnel shall not carry lighters, matches, or sources of ignition in their possession while performing servicing operations, or loading and unloading operations.

l. Defueling of ~~A~~aircraft in a ~~H~~hangar, fully or partially, is prohibited.

m. No ~~A~~aircraft shall be fueled on the ~~R~~runway, ~~T~~taxiway or ~~T~~taxilane.

n. Fuel Trucks shall be in compliance with applicable FAR Part 139 inspections, ~~and~~ NFPA 409 ~~and~~ :

~~o. In compliance with~~ all local, state, federal laws.

4.03 NON-COMMERCIAL SELF-FUELING

1 Non-~~C~~ommercial ~~S~~self-~~F~~ueling is the dispensing of fuel into an ~~A~~ircraft by an owner of the
2 ~~A~~ircraft from facilities and equipment that are provided by that owner. This Section 4.03 applies
3 exclusively to the dispensing of fuel by ~~P~~persons into ~~A~~ircraft at the Manassas Regional Airport.
4 This Section 4.03 shall not apply to ~~A~~ircraft fuels and oil sales and services by a Full-Service
5 FBO.

6
7 Any ~~P~~person desirous of engaging in ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling shall be accorded a fair
8 and reasonable opportunity, without unjust discrimination, to qualify to receive a ~~N~~on-
9 ~~C~~ommercial ~~S~~self-~~F~~ueling permit, if one is necessary. A ~~P~~person that has a ~~F~~franchise
10 ~~A~~greement, ~~L~~ease ~~A~~greement, or other ~~A~~greement expressly granting them the rights to
11 perform commercial fueling are not required to apply for a ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling
12 permit.

13
14 No ~~P~~person who dispenses over 1,200 gallons of fuel annually in their ~~A~~ircraft shall engage in
15 ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling activities unless a valid ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling
16 permit authorizing such activity has been issued by the Airport. Any ~~P~~person who dispenses less
17 than 1,200 gallons of fuel annually in their ~~A~~ircraft may engage in ~~N~~on-~~C~~ommercial ~~S~~self-
18 ~~F~~ueling without obtaining a permit, so long as industry standards and these Rules and Regulations
19 are ~~followed~~~~adhered to~~.

20
21 Any person who negligently engages in ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling shall be responsible
22 for any and all costs associated therewith, including, but not limited to, any required cleanup, ~~any~~
23 property or personal damage, or ~~any~~ reasonable remedial measures undertaken by the City.
24

a. Non-Commercial Self-Fueling < 1,200 gallons

1. All ~~A~~aircraft ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling operations shall be done in a safe manner using methods that will not cause spillage. Some method of bonding shall be used at all times and shall be done in accordance with industry standards.
2. An ~~A~~aircraft owner/operator may fuel his or her ~~A~~aircraft.
3. Except in the Airport's consolidated fuel farm, no more than five (5) gallons of fuel shall be stored in any ~~B~~uilding or structure on the Airport at any time. A safety fuel container (with a self-closing lid) shall be used at all times.
4. A non-conductive funnel shall be used to reduce the chance of spillage during ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling operations, unless a hose with an approved nozzle is being used.
5. A working fire extinguisher shall be available and located in close proximity during all ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling operations.
6. All ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling devices, containers, pumps, fuel trucks and tanks are subject to inspection, National Fire Protection Act 407 (as revised), and approval by the City Fire Marshal.

b. Non-Commercial Self-Fueling > 1,200 gallons

1. The permit shall not reduce or limit the ~~P~~ermittee's obligations with respect to these Non-Commercial Self-Fueling Standards, which shall be incorporated by reference into the permit. The requirements of Section (a) above are incorporated into this Section (b) by reference.
2. Prior to issuance of a permit, and at any time, upon ~~the~~ request by the Director, the ~~P~~ermittee shall provide evidence of ownership (and/or lease agreement) of any ~~A~~aircraft being fueled by the ~~P~~ermittee or his employee(s). Aircraft that are leased must be under the complete operational control of the ~~P~~ermittee and leased for a minimum of two (2) years. The ~~P~~ermittee may be required at any time by Airport staff to show proof that the ~~P~~erson fueling the ~~A~~aircraft is an employee of the ~~P~~ermittee.
3. The Airport will complete on the 1st or by the 3rd of the month, fuel meter readings for each tank at the Fuel Farm.
4. The ~~P~~ermittee, shall, during the term of the permit, and for two -(2) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records shall be made available for audit by the Director or representatives from the City. In the case of a discrepancy, ~~P~~ermittee shall promptly pay, all additional fees and charges due to the Airport, plus interest on the unpaid balance, at the maximum rate allowable by law from the original due date.

1 5. The **P**ermittee shall arrange and demonstrate that satisfactory arrangements have been
2 made for the purchase of fuel through either an authorized Full-Service FBO at the Airport
3 or through a reputable off-airport aviation petroleum supplier/distributor, as determined in
4 the sole discretion of the Director.

5
6 6. The **P**ermittee shall utilize the Airport's fuel farm facility to store his or her bulk fuel.
7 If there is room for expansion in the Airport's fuel farm, the **P**ermittee may expand the
8 fuel farm at his or her expense with written permission of the Airport Commission. Under
9 no circumstance shall the Airport be responsible for expanding the fuel farm.

10
11 7. A **P**ermittee who is authorized in writing by the Airport to construct or install a fuel
12 storage facility at the Airport shall do so at their own cost and in a manner approved by the
13 City. In no event shall the total storage capacity be less than:

14
15 i. 12,000 gallons for Jet A Fuel

16
17 ii. 10,000 gallons for 100 LL Fuel (Avgas)

18
19 8. The use of a fuel truck for storing fuel or fueling directly from a fuel truck to avoid
20 using a tank in the Airport's fuel farm is prohibited.

21
22 9. Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed.
23 Avgas re-fuelers shall have a minimum capacity of 750 gallons and Jet re-fuelers shall have
24 a minimum capacity of 1,200 gallons. All refueling vehicles shall be capable of bottom
25 loading.

26
27 i. Each refueling vehicle shall be equipped and maintained to comply at all
28 times with all applicable safety and fire prevention requirements as set forth in the
29 Airport Rules and Regulations, the City of Manassas Fire Codes, and the National
30 Fire Protection Association (NFPA) Codes.

31
32 ii. Prior to transporting Fuel onto the Airport, the **P**ermittee shall provide the
33 Airport with a Spill Prevention Contingency and Control Plan (SPCC) which meets
34 the regulatory requirements of the Virginia Department of Environmental Quality
35 (DEQ) for above-ground fuel storage facilities. A copy of such SPCC Plan shall
36 be filed with the Airport Director at least ten (10) business days prior to such
37 implementation. Such Plan shall describe, in detail, those methods that shall be
38 used by the **P**ermittee to clean up any potentially hazardous fuel spills. This plan
39 shall also describe, in detail, which methods the **P**ermittee intends to use to prevent
40 any spill from occurring.

41
42 iii. In accordance with all applicable regulations and appropriate industry
43 practices, the **P**ermittee shall develop, maintain, and at all times abide by Standard
44 Operating Procedures (SOP) for fueling, and shall ensure compliance with
45 standards set forth in latest edition of FAA Advisory Circular 00-34 "Aircraft
46 Ground Handling and Servicing." The SOP shall include a training plan, fuel
47 quality assurance procedures, record keeping, and emergency response procedures
48 for fuel spills and fires. The SOP shall be submitted to the Director no later than

ten (10) business days before the ~~P~~permittee commences ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling at the Airport. The Airport shall conduct inspections on a periodic basis to ensure compliance with the SOP.

iv. The dispensing of fuel must meet all applicable Airport, Commonwealth of Virginia, and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Av-Gas, ASTM D-1655 for Jet Fuel and ASTM D-439-58 for Mogas, and NFPA 407.

v. Prior to the ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling of any ~~A~~ircraft, the ~~P~~permittee shall provide to the Director a copy of the FAA's aircraft registration certificate for that ~~A~~ircraft verifying ownership by the ~~P~~permittee, or proof of being the lessee of said ~~A~~ircraft and that he or she has complete operational control over the ~~A~~ircraft.

vi. Prior to the ~~N~~on-~~C~~ommercial ~~S~~self-~~F~~ueling of any ~~A~~ircraft, the ~~P~~permittee shall provide insurance coverage in amounts no less than those specified in Appendix A of the Airport Minimum Standards.

vii. When not in use, refueling vehicles shall be stored on the ~~P~~permittee's leased or franchised or otherwise assigned area, unless prior permission has been granted in writing to the ~~P~~permittee by the Director for storage of the vehicle on another site.

viii. Permittees who do not have written permission from a Full-Service FBO which allows the user to fuel on the Full-Service FBO's leased premises shall coordinate with and receive written permission from the Director for the location of, and access routes to, an alternative fueling location.

4.04 SMOKING

Smoking, vaping, or carrying lighted smoking materials or striking matches or other lighting devices shall not be permitted on any area of the AOA, nor in any area on the Airport where smoking is prohibited by the City, nor in any ~~H~~hangars, shops, or other ~~B~~buildings in which flammable liquids are stored or used.

4.05 OPEN FLAME OPERATIONS

a. No ~~P~~person shall conduct any open flame operations on the Airport unless specifically approved in advance in writing by the Director. Engine pre-heaters that generate open flames shall not be permitted in any ~~H~~hangars.

b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames shall be restricted to approved repair shop sections that meet the requirements of the City's Fire Marshal.

4.06 FRANCHISE AGREEMENT AND LEASE AGREEMENT HOUSEKEEPING

All ~~F~~franchisees, ~~L~~essees, and ~~T~~tenants shall keep the space franchised, leased, or occupied by them free from rubbish and the accumulation of any debris. The use of volatile or flammable solvents for cleaning floors is prohibited. Only metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by ~~P~~persons occupying the space. When necessary, drip pans shall be placed under engines and other equipment and kept clean at all times. Excessive storage of non-aeronautical items in areas deemed for aeronautical use or items ~~that~~ prohibited by the City building code (parking lots) ~~are~~is prohibited.

4.07 STORAGE OF MATERIALS

a. No ~~P~~person shall keep or store material or equipment in such manner as to constitute a fire hazard violation of applicable City codes, state or federal ~~or state~~ laws. Except in the Airport's consolidated fuel farm, no more than five (5) gallons of fuel in approved containers shall be stored in any ~~B~~building or structure on the Airport at any time.

b. Permitted gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, oxygen, compressible gases, and all other flammable gases or liquids shall be stored only in strict accordance with Virginia Uniform Statewide Building Code.

c. No ~~P~~person shall keep, transport, or store lubricating oils on the Airport except in strict compliance with the applicable codes of the City of Manassas and the Commonwealth of Virginia.

d. No ~~P~~person shall store vehicles, trailers, or equipment such as ~~C~~eonex boxes (shipping containers), campers, boats, recreational vehicles, support equipment, or tractor trailers on Airport property unless the vehicle or equipment is used in conjunction with an approved commercial operation, and has the prior written approval of the Director.

4.08 HAZARDOUS MATERIALS

a. No ~~P~~person shall keep, transport, handle, or store at the Airport any cargo containing hazardous articles, which are, barred from transportation by civil ~~A~~aircraft in the United States in accordance with the provisions of 49 CFR Part 171, and those regulations on this subject that may in the future be promulgated by the FAA or other competent authority.

b. No ~~P~~person may offer or, ~~and no Person may~~ knowingly accept, any hazardous article for shipment at the Airport except in compliance with all federal, state and local regulations and statutes.

c. Only those hazardous materials used in the maintenance of ~~A~~aircraft, engines and components may be stored and utilized on the Airport. Such materials must be stored in accordance with the applicable codes, standards, and recommended practices of the City of Manassas, the Commonwealth of Virginia and the FAA ~~FAR's~~ (Federal Aviation Regulations) (FARs).

4.09 MOTORIZED GROUND EQUIPMENT AROUND AIRPORT

No ~~P~~person shall ~~P~~park motorized ground equipment near any ~~A~~aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the ~~A~~aircraft in case of an emergency.

4.10 OPERATING MOTOR VEHICLES IN HANGARS

No person shall operate a ~~M~~motor ~~V~~ehicle in any ~~H~~hangar except for entering or departing the ~~H~~hangar for vehicle storage. This exception only applies when a ~~Hangared Aircraft ish~~ being operated or serviced outside of the ~~H~~hangar.

4.11 AIRCRAFT ELECTRICAL AND ELECTRONIC SYSTEMS

No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within 300 feet of an ~~A~~aircraft fueling operation, ~~A~~aircraft fueling truck or flammable liquid storage facility, unless an approved shielding device is used during the radar operation. Extreme caution shall be exercised when operating airborne radar equipment when people are within 300 feet of the directional beam.

4.12 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEMS

a. Only electrical equipment and lighting systems installed and maintained in accordance with the Virginia Uniform Statewide Building Code shall be permitted within ~~H~~hangars or maintenance shelters. All electrical equipment and lighting systems are subject to inspection by the City Fire Marshal.

b. All power-operated equipment or electrical devices shall be shut off and disconnected when not in actual use. Extension cords and surge protectors inside ~~H~~hangars are considered temporary wiring per the National Fire Protection Act (NFPA) and shall only be used for a maximum of ninety (90) days.

4.13 CONTAINERS

a. Persons doing business on the Airport must keep their trash in covered containers adjacent to sidewalks or roads in any public area of the Airport.

b. No ~~P~~person shall operate an uncovered ~~M~~motor ~~V~~ehicle hauling trash, dirt, or any other material on the Airport unless prior permission is obtained from the Director or their authorized representative.

c. Any ~~P~~person spilling dirt or any other materials from a ~~M~~motor ~~V~~ehicle operated on the Airport must immediately remove such material and assume clean-up responsibility.

d. Trash dumpster lids must be closed at all times and the surrounding area must be clear of debris.

1
2 4.14 DOPING, SPRAY-PAINTING AND PAINT STRIPPING
3

4 a. The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable
5 solvents) within any ~~H~~hangars is prohibited.
6

7 b. For paint, varnish, or lacquer spraying operations, the arrangement, construction,
8 ventilation and protection of spraying booths and the storing and handling of materials shall
9 be done in accordance with NFPA Standards. The Director must approve all painting
10 operations at the Airport. No approval will be granted unless the proper permits from the
11 Virginia Department of Environmental Quality (DEQ) and the Environmental Protection
12 Agency (EPA) are in place and the facility has been approved by the City Fire Marshal.
13

14 4.15 FIRE EXTINGUISHERS
15

16 a. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used
17 for any purpose other than firefighting or fire prevention. All such equipment shall be
18 maintained in accordance with the standards of the NFPA. Tags showing the date of the last
19 inspection shall be attached to each unit showing the status of such equipment.
20

21 b. All ~~P~~persons occupying ~~H~~hangars, ~~A~~aircraft ~~M~~maintenance ~~B~~buildings, or shop facilities
22 shall supply and maintain readily accessible fire extinguishers of the appropriate type, size, and
23 number that are determined by appropriate laws and building code. Fueling vehicles designed
24 for the transport and transfer of fuel shall carry on board at least (2) fire extinguishers, one
25 located on each side of the vehicle. All extinguishers shall conform to applicable NFPA
26 Standards.
27

28 c. Fire extinguishers inside the AOA that are in close proximity to any ~~A~~aircraft or has the
29 capability of being used on an ~~A~~aircraft must be BC rated of the appropriate size and number.
30
31

SECTION 5 – AERONAUTICAL ACTIVITIES

5.01 GENERAL RULES

a. COMPLIANCE WITH ORDERS

All Aeronautical Activities at the Airport shall be conducted in compliance with all federal, state and local laws, current applicable Federal Aviation Regulations, these Rules and Regulations, the directions of the ATCT and applicable Airport Minimum Standards.

b. NEGLIGENCE OPERATIONS PROHIBITED

In accordance with 14 CFR Part 91.13, no person shall operate Aircraft at the Airport in a careless or reckless manner so as to endanger the life or property of others.

c. CLOSURE OF AIRPORT

The Director or his authorized representative shall have the right at any time to close the Airport when such action is considered to be necessary to avoid endangering Persons or property and to be consistent with the safe and proper operation of the Airport. The Director shall have the right to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to direct refusal of takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when any such action is considered to be necessary and desirable to avoid endangering Persons or property, and to be consistent with the safe and proper operation of the Airport. In the event the Director or their authorized representative believes the condition of the Airport to be unsafe for landings or takeoffs, it shall be within his authority to issue, or cause to be issued, a NOTAM (Notice to Air Missions) closing the Airport or any portion thereof.

d. AIRCRAFT ACCIDENTS

1. The pilot operator of any Aircraft involved in an Aircraft Accident or Incident on the Airport shall in addition to all other reports required by other agencies, make a prompt and complete report concerning said Aircraft Accident or Incident to the Airport within 24 hours. The operator of an Aircraft involved in an Aircraft Accident or Incident on the Airport requiring NTSB notification under FAR Part 830 shall also immediately notify the Airport. If a written report is submitted to the NTSB, a copy of the report shall also be submitted to the Airport.

2. The pilot, any member of the crew able to do so, the owner, or lessee of an Aircraft involved in an accident defined in 49 CFR Part 830 shall immediately report such accident to the Virginia State Police in accordance with 24 VAC 5-20-290.

3. No ~~A~~aircraft, ~~A~~aircraft parts, or debris involved in an ~~A~~aircraft ~~A~~accident or ~~I~~incident shall be tampered with, moved from the accident scene, or operated unless first authorized by an official of either the NTSB or FAA, or the Airport, acting in accordance with all applicable federal, state, and local laws and regulations.

4. After its release by authorities, if the owner of the ~~A~~aircraft fails for any reason to remove a wrecked or damaged ~~A~~aircraft in a timely manner from the Airport as may be requested by the Director, the Director may cause the removal and storage or disposal of such wrecked or damaged ~~A~~aircraft at the sole expense of the ~~A~~aircraft owner. These costs may include cost for business lost or any additional fees as assessed and permissible by local, state, or federal regulations.

5. The pilot or operator of an ~~A~~aircraft involved in an ~~A~~aircraft ~~A~~accident or ~~I~~incident shall be responsible for all costs associated with the event.

e. TAMPERING WITH AIRCRAFT

No ~~P~~erson shall interfere or tamper with an ~~A~~aircraft, or put in motion such ~~a~~~~A~~ircraft, or use or remove any ~~A~~aircraft, ~~A~~aircraft parts, instruments, or tools without positive evidence of the permission of the owner. No ~~P~~erson shall enter an ~~A~~aircraft without the consent of the ~~P~~erson in charge. Any violation of this Section may result in the ~~P~~erson's prosecution pursuant to applicable sections of the Manassas City Code, state, or federal regulations.

f. CERTIFICATION OF AIRCRAFT AND LICENSING OF PILOTS

All ~~A~~aircraft operating at the Airport shall be appropriately certified or registered with all applicable federal, state and local agencies. All pilots using the Airport shall possess an appropriate pilot's license in accordance with FAA regulations, if the ~~A~~aircraft being flown requires a license by the FAA.

5.02 AIRPORT OPERATIONAL RESTRICTIONS

a. RESTRICTIONS

Unless contrary to FARs (Federal Aviation Regulations), the Director may designate, ~~or~~ restrict or prohibit the use of ~~R~~runways, ~~T~~taxiways or ~~A~~aprons at the Airport with respect to, but not limited to, the following types of operations:

1. Experimental flights
2. Equipment demonstration
3. Air shows
4. Maintenance flight checks
5. Fly-ins
6. Special Events as approved by the Airport Commission
7. Emergency Exercises

~~8.~~

~~—9.~~ Construction Activity

b. TAKEOFFS AND LANDINGS

1. Every ~~P~~person operating an ~~A~~aircraft shall comply with and operate such Aircraft in conformity with instructions given by the ATCT.
2. When the ATCT is closed, every person operating an ~~A~~aircraft shall comply with and operate such ~~A~~aircraft in conformity with procedures recommended and outlined in the latest version of the Aeronautical Information Manual (AIM).
3. Any ~~P~~person operating or controlling an ~~A~~aircraft landing at or taking off from the Airport shall maintain engine noise within applicable noise limits as promulgated by the Federal Government, the Commonwealth of Virginia, City of Manassas, or the Airport, whichever is the most restrictive.

c. BANNER TOWING

Due to the heavy volume of powered ~~A~~aircraft traffic at the Airport, ~~A~~aircraft banner tow pickups and drop-offs from the Airport are prohibited within the Airport safety areas, as outlined in FAA Advisory Circular 150/5300, section 305, tables 3-1, 3-2, and 3-3.

d. KITES, MODELS, ROCKETS, AND UAS

No kites, model airplanes, rockets, moored or free balloons, UAS, or other objects shall be flown on the Airport without prior written authorization from the Director.

e. ULTRALIGHT VEHICLES

All ultralight vehicle operations at the Airport must comply with FAR 103.

f. PARACHUTING

Under special circumstances, the Airport Director may authorize parachuting as prescribed in FAR Part 105, Parachute Operations.

g. LIGHTER-THAN-AIR VEHICLES

Lighter-than-air vehicles (airships and blimps) may only be moored in the areas designated by the Director. A map of the designated mooring areas is available from the Director.

All UAS activities should be conducted in compliance with the most current applicable FAA Part 107 regulations and Airport's Rules and Regulations.

5.03 TAXI AND GROUND RULES

a. AIRCRAFT PARKING

1. No ~~P~~person shall park an ~~A~~aircraft in any area on the Airport except those designated, and in the manner identified, by the Director. If any ~~P~~person uses unauthorized areas for ~~A~~aircraft ~~P~~parking, the ~~A~~aircraft so parked may be removed by or at the direction of the Director at the risk and expense of the owner or operator thereof. The Director shall not be liable for damages to any ~~A~~aircraft or loss of personal property that might result from the act of removal.

2. No ~~P~~person shall leave an ~~A~~aircraft ~~P~~parked and unattended on the Airport without properly securing the ~~A~~aircraft with either wheel chocks and/or tie-down ropes, and in accordance with Section 2.06 of these Rules and Regulations.

3. No ~~P~~person shall leave an ~~A~~aircraft, having a gross weight of less than 12,500 pounds, ~~P~~parked and unattended overnight or long-term without properly securing the ~~A~~aircraft in a designated tie-down space with tie-down rope or straps. Aircraft designed without suitable tie-down hooks or mooring connections shall be excluded.

3. No ~~P~~person shall park an ~~A~~aircraft in a tie-down space unless that ~~P~~person has an approved tie-down ~~L~~ease ~~A~~greement with the Airport and has provided the Airport with all documents required by the ~~L~~ease ~~A~~greement. Aircraft found to be parked in a tie-down space without an approved tie-down ~~L~~ease ~~A~~greement will be secured or locked down after seven (7) calendar days and will be subject to removal by the Airport, at no risk or liability to the Airport, and at the expense of the owner of the ~~A~~aircraft.

b. DISABLED AND/OR DERELICT AIRCRAFT

An Aircraft owner shall be responsible for the prompt removal of any disabled Aircraft and associated parts as instructed by the Director or authorized representative. Such Aircraft and associated parts may be removed by the Director at the owner's or operator's expense and without liability for damage which may be incurred as a result of such removal.

1. No Person shall Park or store any Aircraft in a non-flyable condition on Airport property, including any leased or franchised premises, for a period in excess of ninety (90) days, without the written permission of the Director.

2. No Person shall store or retain Aircraft parts or components as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved in writing by the Director.

3. Whenever any Aircraft is Parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this Section, the Airport shall so notify the owner or operator thereof by certified or registered mail, and require removal of said Aircraft within fifteen (15) calendar days of the mailing of such notice. If the owner or operator is unknown or cannot be found, the Director shall conspicuously post and affix such notice to the said Aircraft, and require removal of said Aircraft within fifteen (15) calendar days of the date of posting. Upon failure of the owner or operator of said Aircraft to remove said Aircraft as required, the Director shall cause the removal of such Aircraft from the Airport and an access ID Badge may be revoked. All costs incurred by the Airport shall be recoverable against the owner or operator thereof. The Director shall not be liable for damages to any Aircraft or loss of personal property that might result from the act of removal.

4. Aircraft found to be Parked in a tie-down space without an approved tie-down Lease Agreement will be secured or locked down after seven (7) calendar days and will be subject to removal by the Airport, at no risk or liability to the Airport, and at the expense of the owner of the Aircraft.

c. STARTING AND RUNNING AIRCRAFT ENGINES

1. No Aircraft engine shall be run at the Airport unless a pilot, certified A & P (airframe and power plant) mechanic, or other qualified individual to run the engines of that particular type of Aircraft is at the controls.

2. No Person may run an engine of an Aircraft Parked on the Airport in a manner that could cause injury to Persons or damage to property, or in a manner that could endanger the safety of operations on the Airport.

3. The designated areas for Aircraft engine run-ups for Aircraft that have a gross weight of 12,500 pounds or less are the run-up blocks located at the ends of Runways 16L-34R, 16R-34L, and TTaxiway Kilo. Aircraft may also use Apron areas and Aircraft parking areas, so long as the Person operating the Aircraft complies with item 2 of this section.

4. The designated areas for Aircraft engine run-ups for Aircraft that have a gross weight greater than 12,500 pounds are the run-up blocks located at the end of Runway 16L-34R, 34L and Taxiway Kilo, so long as the Person operating the Aircraft complies with item 2 of this section.

5. At no time shall engines be run-up for pre-flight test or maintenance/repair except in the areas designated, unless it is necessary to have ground maintenance personnel present while conducting the engine run-ups. In that case, the Aircraft shall be situated in an area so that the propeller or jet blast does not endanger Persons or property behind the Aircraft. In no case will the operator of an Aircraft block any Runway, Taxiway or Taxilane while conducting such maintenance or repair run-ups.

6. Noise emanating from Aircraft engines during ground operations shall be maintained within the applicable limits as promulgated by the Federal Government, the Commonwealth of Virginia, the City of Manassas, or the Airport, whichever is the most restrictive.

7. The starting or operating of Aircraft engines inside any Hangar is prohibited. This shall not be construed as prohibiting the use of tractors with NFPA-approved exhaust systems when moving Aircraft within any Hangar.

8. Maintenance engine run-ups in designated areas are restricted to the hours of 7:00AM to 10:00PM, Monday through Sunday. Operations conducted after these hours must be submitted for approval in writing to the Director. Engine run-ups associated with a safety preflight are permitted at all hours.

d. AIRCRAFT TAXI OPERATIONS

1. No Person shall taxi an Aircraft in the AOA until they have ascertained that there will be no danger of collision with any Persons or objects. No Person shall taxi an Aircraft within the movement area until they have received clearance from the Control Tower, during Control Tower operating hours.

2. All Aircraft shall be taxied at a safe and reasonable speed.

3. No Aircraft shall be taxied into or out of any Hangar under its own power.

4. During the period between sunset and sunrise, no person shall operate, move, or Park an Aircraft unless:

- i. The Aircraft is clearly illuminated; or
- ii. The Aircraft has lighted position lights; or
- iii. The Aircraft is in an area marked by obstruction lights, cones, or other visible safety devices.
- iv. The Aircraft is moved by a dolly or tug.

5. All Aircraft operations shall be confined to hard-surfaced Runways, Taxiways, and Aprons, unless otherwise approved by the Director or as directed by Air Traffic Control.

5.04 AIRCRAFT MAINTENANCE IN HANGARS

a. PERFORMANCE OF AIRCRAFT MAINTENANCE

Aircraft owners/lessees and their employees may make repairs and perform Aircraft Maintenance on their own Aircraft, not in violation of Federal Aviation Administration Regulations, in Hangars. Such Aircraft Maintenance is also subject to the Manassas Regional Airport Minimum Standards, the limitations contained in these Rules and Regulations and any restrictions on such activities as may be promulgated by an applicable Franchise Agreement, Lease Agreement, or other applicable agreement.

b. CERTIFIED SPECIALISTS

An Aircraft owner/lessee may employ an FAA certified specialist for Aircraft Maintenance activity to his/her own Aircraft in a Hangar provided the certified specialist is registered with the Airport prior to performing Aircraft Maintenance as defined herein, and provided that the certified specialist complies with the Manassas Regional Airport Minimum Standards, and with the limitations on Aircraft Maintenance activities as specified in these Rules and Regulations and any applicable Franchise Agreement, Lease Agreement, or other applicable agreement.

Aircraft Maintenance activities shall not be in violation of NFPA 409 for Group III Aircraft Hangar, Use Group S-1.

c. ASSEMBLY OF AMATEUR-BUILT EXPERIMENTAL AIRCRAFT

Lessees or Franchisees of Hangars may accomplish assembly of an amateur-built experimental Aircraft, as defined by CFR Part 21.191, in their leased or franchised Hangar. The Person building the Aircraft must maintain compliance with any applicable Franchise Agreement, or Lease Agreement, any applicable By-Laws of the Hangar association, the Manassas Regional Airport Minimum Standards, and all limitations contained in these Rules and Regulations.

5.05 LIMITATIONS ON ACTIVITIES IN AIRCRAFT HANGARS

1. Except for oil in containers or as permitted by the City Fire Marshal, not more than five (5) aggregate gallons of flammable liquid or gases, including but not limited to gasoline, dope, paint, thinner, or solvent (other than fuel in Aircraft fuel tanks), shall be stored in any facility housing Aircraft, except as is necessary for use inside repair shops by approved Fixed Base Operators or Certified Repair Stations. The storage of such fluids shall be in NFPA, Department of Transportation (DOT) or Underwriters Laboratories, Inc. (UL) approved containers, or in unopened original containers. A separate Building for such storage may be required by the City of Manassas in its sole discretion.

2. The washing of ~~A~~aircraft with running water within a ~~H~~hangar not equipped with a functioning floor drainage system is prohibited.
3. Lessees, ~~or F~~franchisees or ~~T~~tenants of all ~~H~~hangars will exercise reasonable care to keep oil, grease, and similar substances off the floor.
4. Lessees, ~~or F~~franchisees or ~~T~~tenants shall conduct no ~~C~~commercial ~~A~~activity of any kind whatsoever in, from or around ~~A~~aircraft ~~H~~hangars except as allowed by a ~~F~~franchise ~~A~~greement, ~~L~~ease ~~A~~greement, or any other agreement with the City of Manassas.
5. Space or ~~B~~building heating systems or devices in any ~~H~~hangar shall be approved systems or devices as listed by the Underwriters Laboratories, Inc., and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc., and approved by the City of Manassas Fire Marshal. The use of kerosene heaters or any type of open flame heaters or apparatus is prohibited in ~~H~~hangars. Natural gas or LP gas-fueled heaters may be permanently installed in ~~H~~hangars that are suitably plumbed for such devices, only after receipt of approval of the Director and the City of Manassas Building Official. Heating units must be installed in accordance with the City's Fire Code and Building Code requirements.
6. The proper and legal disposal of used oils, fluids, tires and other similar consumables related to ~~A~~aircraft and ~~M~~motor ~~V~~ehicles is the sole responsibility of the ~~H~~hangar ~~F~~franchisee, ~~L~~essee, or ~~T~~tenant.
7. Hangar ~~F~~franchisees, ~~L~~esseees or ~~T~~tenants shall not cause an electrical overload of the ~~H~~hangar circuits.
8. Aircraft ~~H~~hangars shall not be used for any purpose that would constitute a nuisance or would interfere with the reasonable use and occupancy of any other ~~B~~buildings and structures.
9. Only non-flammable cleaning agents or solvents shall be used when cleaning ~~A~~aircraft, ~~A~~aircraft engines or ~~A~~aircraft parts and other equipment. When the use of flammable solvents cannot be avoided, to the satisfaction of an authorized Airport representative, only liquids having flash points in excess of 100 degrees Fahrenheit shall be used and special precautions shall be taken to eliminate ignition sources.
10. No person shall use a volatile flammable substance for cleaning purposes inside any ~~H~~hangar. Small amounts of solvent dispensed onto a rag may be used for cleaning purposes in a ~~H~~hangar so long as the ~~H~~hangar door is fully open so as to avoid the building up of flammable and/or potentially toxic fumes.
11. No ~~P~~erson shall operate any machinery or equipment in a ~~H~~hangar that produces unshielded sparks.
12. No ~~A~~aircraft or ~~A~~aircraft component shall be suspended or lifted utilizing the ~~H~~hangar's structure or any component of the building. Lifting devices resting on the floor but not attached to any portion of the ~~H~~hangar are permitted.

13. Tools, equipment, and material that constitute a fire hazard are prohibited in ~~h~~Hangars.

14. No tools, machines, or maintenance fixtures may be attached to any ~~H~~hangar structure or floor that would have a negative effect on the structural integrity of the ~~H~~hangar, as determined by the Airport Director in consultation with the City's Building Official.

15. Hangar occupants shall maintain an approved, ten (10) pound minimum, dry chemical fire extinguisher suitable for use on Types "B" and "C" fires. The extinguisher shall carry a current inspection certificate from an approved fire equipment company or the City Fire Marshal. The ten-pound minimum pertains to the amount of dry chemical stored, not the net weight of the extinguisher.

~~16~~5. A low-current, constant current/constant voltage charger with an output of no more than 3 amps that is used to trickle charge batteries is allowed in ~~H~~hangars.

5.06 AIRCRAFT MAINTENANCE IN TIE-DOWNS

~~a.~~ a. Aircraft being stored in a tie-down may only conduct maintenance- in a designated tie-down spot if the owner is an A&P licensed mechanic. All hardware and ~~/~~-or parts removed for any reason shall be stored in the Aircraft, storage containers, or secured in such a manner to protect from the wind or incidental prop wash.

~~b.~~ b. Persons conducting preventative maintenance shall thoroughly inspect the space when ~~finished after conducting any preventive maintenance~~. No maintenance shall be conducted which could result in the damage or contamination of the ~~A~~apron or surrounding areas, including the changing of oil. All other maintenance that can be legally performed on the Aircraft shall be conducted in a designated area or in a ~~B~~building suitable and permitted by the Airport for the type of repair.

5.07 FOREIGN OBJECT DEBRIS (FOD)

~~a.~~ a. Each ~~P~~person at Airport shall be responsible for the proper disposal of FOD on ~~A~~aprons and the AOA. FOD shall be properly disposed of in closed containers that prevent the introduction of the FOD to ~~A~~aprons and the AOA.

~~b.~~ b. When practical, dumpsters, trash containers, and storage containers shall be stored outside of the AOA. If required or authorized, containers inside the AOA must be properly sealed and secured to prevent FOD from being introduced back into the AOA.

SECTION 6 - MOTOR VEHICLES

6.01 GENERAL TRAFFIC REGULATIONS

a. AUTHORITY

The City of Manassas has the authority to establish regulations relating to traffic and traffic control at the Airport. Said regulations shall include, but are not necessarily ~~be~~-limited to, regulations for parking, standing, stopping, loading/unloading zones, kiss and rides zones, one-way roadways, through roadways, stop or yield intersections, speed restrictions, cross walks, safety zones, bus stops, matters pertaining to all forms of commercial ground transportation traffic lanes, signal devices, limitations on roadway use, and ~~R~~restricted aAreas. In the absence of specific Airport regulations regarding traffic and traffic control, the existing laws of the City of Manassas and/or the Commonwealth of Virginia shall be observed.

b. TRAFFIC SIGNS AND SIGNAL DEVICES

The City will post, erect or cause to be erected all speed signs, signs, markers, and signal devices pertaining to traffic control within the boundaries of the Airport. Failure to comply with the directions indicated on such signs, markers or devices erected or placed in accordance herewith shall be a violation of these Rules and Regulations.

c. PEDESTRIAN RIGHT-OF-WAY

The operator of any ~~M~~motor ~~V~~ehicle shall yield the right-of-way to a pedestrian who crosses within a marked pedestrian crosswalk, except where the movement of traffic is being otherwise actively regulated by the City of Manassas Police, authorized Airport security officers, or traffic control devices. The driver of a ~~M~~motor ~~V~~ehicle must always exercise due care for the safety of any pedestrian upon a roadway.

d. VEHICLE CONDITION AND MARKINGS

1. No ~~P~~person shall operate upon the Airport premises any ~~M~~motor ~~V~~ehicle which is in an unsafe condition as to endanger ~~P~~persons or property, or which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to ~~P~~persons or property.

2. No ~~P~~person shall operate upon the Airport premises any ~~M~~motor ~~V~~ehicle that does not have proper working headlights, hazards, or not in generally sound condition.

3. All Airport support ~~M~~motor ~~V~~ehicles operating on ~~A~~aprons and ~~t~~axilanes, including fuel trucks, golf carts, crew cars, and tugs, shall be equipped with an operating flashing amber light or beacon when operating on a ~~R~~unway, ~~T~~axiway, or ~~T~~axilane. Beacons must be visible from all directions and be flashing yellow. Support vehicles shall also be properly marked as per the latest version of FAA Advisory Circular 160/5210-5. Vehicles should be marked with a vehicle identifier and adequately visible at night with reflective Department of Transportation (DOT) tape.

4. In addition to Item 3 under this section, all Airport ~~M~~motor ~~V~~yehicles authorized to operate at the ~~R~~runways and ~~T~~taxiways shall be marked with their assigned company call-sign or company logo and be equipped with a two-way capable VHF radio.

e. CLOSING OR RESTRICTING USE OF AIRPORT ROADWAYS

The Director or his authorized representative is authorized to close or restrict the use of all Airport roadways to vehicular traffic in the interest of public safety.

f. SLOW-MOVING VEHICLES, EQUIPMENT, & MACHINERY

Every slow-moving vehicle, equipment or machinery designed for use at speeds of less than fifteen (15) miles per hour that is operated on Airport roadways shall be equipped with and display a triangular slow-moving vehicle emblem, mounted on the rear, or in case of towed units, on the rearmost unit being towed. The vehicle must be properly equipped per Section d of 6.01 of the Rules and Regulations.

g. TOWING OF BAGGAGE CARTS AND PODS

The number of baggage carts and pods being towed on the Airport shall not exceed three (3).

6.02 LICENSING

a. No ~~P~~person shall operate a- ~~m~~mMotor ~~V~~yehicle on the Airport without a valid driver's ~~s~~s~~-or~~ operator's or commercial license.

b. No person shall operate any motorized equipment on the Airport unless the operator is properly trained and familiar with the equipment being operated.

c. No person shall store or ~~P~~park a vehicle on the Airport that does not have a required current license, registration, or valid state inspection sticker.

6.03 PROCEDURE IN CASE OF A VEHICLE ACCIDENT

The operator of any ~~M~~motor ~~V~~yehicle involved in an ~~I~~incident or ~~A~~accident on the Airport shall immediately stop such ~~M~~motor ~~V~~yehicle at the scene of the accident. The operator shall immediately, by the quickest means of communication, give notice of the ~~A~~accident to the City of Manassas Police Department and the Airport.

6.04 SPEED LIMITS

a. AOA SPEED LIMIT

The speed limit for all ~~M~~motor ~~V~~yehicles operating inside the AOA is 15 MPH.

b. SPEED LIMIT ON PUBLIC ROADS

- a. Persons operating a ~~M~~motor ~~V~~yehicle on public roadways (outside of the AOA) shall obey all posted speed limit signs. Persons in violation of these speed limits may be subjected to violations and fines as issued or administered by the City of Manassas Police Department.
- b. No ~~P~~person shall drive a ~~M~~motor ~~V~~yehicle on the Airport at a speed greater than what is reasonable and prudent under the conditions and having regard to the actual and potential hazards, then existing.
- c. No ~~P~~person shall drive a ~~m~~Motor ~~V~~yehicle on the streets and other vehicular traffic areas on the Airport, including parking areas, in excess of the posted speed limits, or in excess of the governing speed limit in the absence of such signs.

6.05 VEHICLE OPERATIONS ON AIR OPERATIONS AREA (AOA)

a. PERMISSION

No ~~M~~motor ~~V~~yehicle shall be permitted on the AOA unless granted specific permission by the Director, ~~has granted specific permission to such Motor Vehicle~~ or such ~~M~~motor ~~V~~yehicle is utilized for, or in conjunction with, Aeronautical Activities. Such ~~M~~motor ~~V~~yehicle shall at all times yield the right-of-way to Aircraft.

b. PARKING

No ~~M~~motor ~~V~~yehicle shall be parked on any portion of the AOA with the exception of leased or franchised property. Only those ~~M~~motor ~~V~~yehicles necessary for the servicing of Aircraft and the maintenance of the Airport may be parked on the AOA.

Any ~~M~~motor ~~V~~yehicle ~~P~~parked on the AOA without the permission of the Airport shall be towed by the Airport. All costs incurred by the Airport shall be recoverable against the owner or operator thereof. The Director and ~~/~~-or City shall not be liable for damages to any ~~M~~motor ~~V~~yehicles or loss of personal property that might result from the act of removal.

c. VEHICLES CROSSING TAXIWAYS AND RUNWAYS

1. All ~~M~~motor ~~V~~yehicles authorized to operate on ~~T~~taxiways or ~~R~~runways shall be equipped per Section 6.01d of the Rules and Regulations and ~~a~~n functioning aircraft radio or be escorted by a ~~M~~motor ~~V~~yehicle that is properly authorized and equipped. During an emergency, blue/red-flashing lights are acceptable for police, fire and rescue vehicles.

2. During periods when the Control Tower is not in operation, a Mmotor Vehicle operator shall self-announce via radio their position and their intentions prior to operating on an active Runway or Taxiway. The Mmotor Vehicle operator shall also self-announce via aircraft radio when they are clear of Runways and Taxiways.

3. -The installation of two-way radios in a Mmotor Vehicle shall not be construed as permission to operate a Mmotor Vehicle on the AOA without the prior permission of the Director.

4. Any Person operating on or across Taxiways, Taxilanes or Runways shall have successfully completed the Airport Driver Training Program and shall have received prior permission from the Director or their authorized representative. Anyone accessing Runways or Taxiways must get approval by ATCT during operating hours or self-announce during non-towered operations.

d. VEHICLES OPERATING ON TAXILANES, AND/OR APRONS

1. No person shall operate a Mmotor Vehicle on or across a Taxilane, and/or Apron for any purpose other than for official Airport business, an emergency, or for the purpose of accessing a leased tie-down or Hangar. Taxilanes and Taxiways shall not be used for the sake of convenience or "joy riding." All Mmotor Vehicles authorized and licensed for road use shall use public roads to access facilities.

2. All Mmotor Vehicles authorized to operate on Taxilanes, and/or Aprons shall have an operating flashing beacon or vehicle hazards. During an emergency, blue/red-flashing lights are acceptable for police, fire and rescue vehicles.

3. No person shall operate a motorcycle anywhere on airport property without a helmet and flashing hazards.

e. DRIVING ACROSS PASSENGER LOADING LANE

Motor Vehicles shall yield the right-of-way to passengers boarding or disembarking Aircraft, or where cargo is being loaded or unloaded.

f. RESTRICTED PARKING

1. No Person shall Park a Mmotor Vehicle in contravention of applicable federal, state or local laws.

2. No Person shall Park a Mmotor Vehicle on the any grass areas on the Airport unless the Director grants prior permission.

g. RIGHT-OF-WAY AIRCRAFT

Aircraft taxiing on any Runway, Taxiway, Taxilane, and/or Apron shall always have the right-of-way over Mmotor Vehicle traffic.

Aircraft being tugged on the Apron or Taxiway shall always have the right-of-way over Motor Vehicle traffic.

6.06 PUBLIC PARKING

a. COMPLIANCE WITH TRAFFIC SIGNS

Operators of Motor Vehicles using the Public Parking Facilities at the Airport shall observe and comply with all regulatory and directional traffic signs entering and departing said Facilities.

b. PARKING SPACES

Motor Vehicles shall be parked in marked spaces only. No person shall park a Motor Vehicle in any space marked for parking of vehicles in such a manner as to occupy a part of another space. Motorcycles, scooters, and like vehicles shall park in marked spaces only and are prohibited from parking on sidewalks or adjacent to buildings.

c. PARKING CHARGES

No person shall park a Motor Vehicle in any area requiring payment for parking therein without paying the required parking fee for the right and privilege of parking therein.

d. PARKING DURATION

No Motor Vehicle shall remain in any Public Parking Facility on the Airport for more than 48 consecutive hours. Prior written notification to the Director is required if the Motor Vehicle is to be parked for more than 48 hours.

6.07 RESERVED PARKING

No person shall park any Motor Vehicle in any reserved parking area without a valid permit issued by the Airport for that purpose permitting parking in such a reserved area. Each vehicle parked in said area shall prominently display the identifying insignia provided by the Airport or shall display other markings acceptable to the Airport. Every such vehicle shall be parked only in the space or area specifically assigned to it.

6.08 LOADING AND UNLOADING VEHICLES

No person shall stop a Motor Vehicle for loading, unloading or any other purpose on the Airport other than in areas specifically designated for such use and only in the manner prescribed by signs, lines, and other means provided. Stopping at the curbsides of the Terminal shall be restricted specifically to loading and unloading of the public, passengers, and their baggage. Unattended vehicles may be cited and may be towed away in accordance with Section 6.09 of these Rules and Regulations.

1
2 6.09 AUTHORITY TO REMOVE VEHICLES
3

4 The Director or ~~their~~his authorized representative may remove or cause to be removed from any
5 restricted or reserved areas, any roadway or right-of-way, AOA, or any other area on the Airport,
6 any ~~M~~motor ~~V~~yehicle which is disabled, abandoned, or illegally or improperly ~~P~~parked. The
7 Director shall not be liable for damages to any ~~M~~motor ~~V~~yehicle or loss of personal property that
8 might result from the act of removal.
9

10 6.10 ISSUANCE OF TRAFFIC CITATIONS
11

12 The City of Manassas Police Department is authorized to issue traffic citations to ~~M~~motor
13 ~~V~~yehicle operators who violate any provisions of this Section 6 of the Rules and Regulations, as
14 well as any applicable federal, state, or local law governing ~~M~~motor ~~V~~yehicles.
15
16

SECTION 7 - AIRPORT MINIMUM STANDARDS

All ~~P~~persons holding ~~L~~lease ~~A~~agreements, permits, ~~F~~franchise ~~A~~agreements, operating agreements or other agreements with the Airport shall conduct their operations in accordance with these Rules and Regulations, the provisions of the latest City Council approved version of the Airport Minimum Standards, and the provisions of any applicable ~~L~~lease ~~A~~agreement, ~~F~~franchise ~~A~~agreement, permit, or other applicable agreement. In the event of a conflict between these Rules and Regulations and other agreements, the most stringent applicable requirements shall apply.

SECTION 8 –ENFORCEMENT, DENIAL OF ACCESS OR USE, NOTICE OF VIOLATION, REMOVAL, AND NOTICE OF TRESPASS

8.01 ENFORCEMENT

The Director, or ~~their~~his duly authorized representative, is authorized to enforce these Rules and Regulations.

8.02 PENALTIES AND REMOVAL

- a. In addition to any penalties and remedies otherwise provided by City ordinance, ~~S~~state law, the Virginia Department of Aviation, the Federal Aviation Regulations, TSA, all state and federal agencies and all other rules and regulations promulgated by the FAA, any ~~P~~person violating these Rules and Regulations may be removed or ejected from the Airport pursuant to a No Trespass Notice issued by the Director. Other consequences for a violation of these Rules and Regulations may include, but are not limited to, warnings, letters of violation, suspensions, fin~~es~~ or, if the terms allow for it, the termination of the ~~L~~lease ~~A~~agreement, ~~F~~franchise ~~A~~agreement, or other applicable agreement under which such ~~P~~person is operating at the Airport.
- b. After investigation, the Director may issue to any ~~P~~person that has violated these Rules and Regulations a written No Trespass Notice. The City of Manassas Police will serve the No Trespass Notice upon the ~~P~~person in violation and it shall identify the provision(s) of these Rules and Regulations that have been violated, the time and date of the violation(s), the effective time and date after which the ~~P~~person may not be present at the Airport, and the duration of the No Trespass Notice. The City of Manassas Police may ~~send~~ a copy of the No Trespass Notice ~~by~~- United States mail, certified, return receipt requested, to the last known address of the ~~P~~person on file in the Office of the Director, or as otherwise provided by the ~~P~~person. An additional copy shall be kept on file at the Office of the Director.

SECTION 9 –HEARINGS AND APPEALS

Any ~~P~~person aggrieved by a decision of the Director regarding enforcement of the airport rules, regulations and minimum standards may appeal that decision to the Commission within ten days after the Director's decision by delivering notice of such appeal to the City Attorney. The Commission shall set a date for a hearing on the Director's decision. If the Director has issued a No Trespass Notice, the Commission shall hear the appeal no later than its next regular meeting. The Commission's hearing may be continued from time to time at the Commission's discretion. At the hearing, the ~~P~~person requesting the hearing may appear, may be represented by counsel, and may present evidence. The Commission may by majority vote ~~to~~ affirm, modify or reverse the Director's decision. An appeal may be taken to the City Council from any final decision of the Commission. The Council shall decide upon the schedule and process for any such appeal.

SECTION 10 –AMENDMENTS TO THE AIRPORT RULES AND REGULATIONS

Amendments to these Rules and Regulations may be proposed by the Director or the Airport Commission members. A recommended change, in writing, shall be forwarded, ~~in writing~~ to the Director. The Director shall have the proposed amendment studied by the appropriate Airport staff and the Commission's Executive Committee, and then shall forward the proposal to the full Commission. The Airport Commission shall review the proposed amendment-(s) and direct the Airport staff to post a notice on social media and the Airport's website. Copies of the proposed amendment-(s) shall be available for review in the Airport Administration Office during regular business hours. A comment period of not less than 30 days from the posting of the notice shall be provided. Comments must be in writing to the Director and must be received within the comment period. All comments will be considered by the Director and Commission. After considering all the comments, the Airport Commission will forward its recommendation to the City Council for approval or disapproval. If the amendment-(s) is adopted by the City Council, the Director will either have the amendment incorporated in the next update to the Rules and Regulations, or he will issue an Operations Directive. Approved amendments will become effective immediately following approval by the City Council, unless otherwise specified.



Rules and Regulations

Manassas Regional Airport
Manassas, VA

Adopted by City Council:
April 28, 2025

FOREWORD

The **Mission** of the Manassas Regional Airport is to provide world class facilities and services to our customers and be a major driver of economic growth to our community.

The **Vision** of the Manassas Regional Airport is to be a world class, innovative, thriving aviation gateway for the greater Washington, DC area, providing global access and economic opportunity for our customers and our community.

These Rules and Regulations are intended to provide the basic guidelines for Aeronautical Activities at the Manassas Regional Airport. Additional, activity-specific requirements may be imposed in lease agreements, franchise agreements or other agreements between the City of Manassas and persons engaging in Aeronautical Activities at the Airport. In the event of a conflict between these Rules and Regulations and other agreements, the most stringent requirements shall apply. The Airport is owned by the City of Manassas and operated as a department of the City of Manassas. The Manassas Regional Airport Commission has eight representatives from the City of Manassas and two from Prince William County. The Commission serves at the pleasure of the Manassas City Council and is tasked to operate and maintain existing and future facilities, oversee construction, prepare report and annual budgets and make recommendations to the City Council. Day-to-day operations and the implementation of the policies of the Commission are the responsibility of the Airport Director.

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SECTION 1 - DEFINITIONS

1.01 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Rules and Regulations shall have the following definitions:

1. **Abandoned Motor Vehicle** - A motor vehicle, trailer, or semitrailer or part of a motor vehicle, trailer, or semitrailer that:
 - a. Is inoperable and is left unattended on public property for more than forty-eight hours, or
 - b. Has remained illegally on public property for more than forty-eight hours, or
 - c. Has remained for more than forty-eight hours on private property without the consent of the property's owner, regardless of whether it was brought onto the private property with the consent of the owner or person in control of the private property, or
 - d. Is inoperable, left unattended, or both on the shoulder of any roadway.
2. **Accident** - Any collision between a motor vehicle and another motor vehicle, person, or object which results in property damage, personal injury, or death.
3. **Aircraft Accident** - An occurrence associated with the operation of an Aircraft which takes place between the time any person boards the Aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the Aircraft receives substantial damage.
4. **Aeronautical Activity (Activities)** - Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model Aircraft and model rocket operations, are not aeronautical activities.
5. **Aircraft** - A device that is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft (helicopter and gyroplane), balloon, blimp and ultralight.
6. **Aircraft Maintenance** - The inspection, overhaul, repair, preservation and the replacement of parts including preventive maintenance.
7. **Airport** - Manassas Regional Airport. All land and improvements located within the geographical boundaries of the Manassas Regional Airport, Manassas, Virginia, as shown on the Airport Layout Plan or as it may hereafter be extended, enlarged or modified.

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8. **Airport Director** - A person that is the duly appointed Airport Director of the Manassas Regional Airport or their duly authorized representative. In these Rules and Regulations, the Airport Director will be referred to as the "Director".
9. **Airport Commission (the Commission)** - The body established by the Manassas City Council, which serves at their pleasure, tasked with operating and maintaining the Airport's existing and future facilities, overseeing construction at the Airport, preparing reports and annual budgets relating to the Airport, hearing appeals, and making recommendations to the City Council relating to the Airport.
9. **Airport Operations Area (AOA)** - Area of the Airport used or intended to be used for the landing, take off, or surface maneuvering of aircraft. The AOA is divided into two areas: the 'Movement' area and the 'Non-movement' area.
10. **Air Traffic Control** - A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of air traffic. The Manassas Air Traffic Control Tower (ATCT) is operated by employees of the Federal Aviation Administration (FAA).
11. **Airworthy** – An aircraft maintained to Airworthiness standards as more particularly defined by Federal Aviation Regulations.
12. **Apron(s)** - Those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.
13. **Based Aircraft (to Base an Aircraft)** - Any aircraft that remains or is housed, hangared, or tied-down at the Airport for more than 60 days in a 12-month period and which is required to have a state-issued aircraft license.
14. **Building(s)** - Includes the main portion of each structure, all projections or extensions therefrom and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs and landscaping are not to be included.
15. **City** - The City of Manassas, Virginia.
16. **Commercial Activity** - The exchange, trading, buying, hiring, or selling of goods, services or property of any kind, or any revenue producing activity on the Airport.
17. **Commercial Operating Permit** - A written license issued by the Airport Commission granting the right to perform aviation related business functions on the Airport.
18. **Commercial Operator** - A person or organization engaged in commercial activity and licensed by the Airport.
19. **Commercial Vehicle** - A Commercial Vehicle is defined as a loaded or empty motor vehicle, trailer, or semitrailer, designed or regularly used for carrying freight,

merchandise, or more than ten passengers. Commercial Vehicles shall include buses, but shall not include vehicles used for vanpools.

20. **Control Tower** - The Air Traffic Control facility located at the Airport.

21. **DEQ** – Virginia Department of Environmental Quality.

22. **EPA** - The United States Environmental Protection Agency.

23. **Equipment** - All machinery, together with the necessary supplies for service and maintenance, and all tools and apparatuses necessary to the proper construction and completion of work.

24. **Emergency** - Any occasion or instance such as a hurricane, tornado, storm, flood, earthquake, landslide, mudslide, snowstorm, fire, nuclear accident, pandemic or any other natural or man-made catastrophe that warrants action to save lives and to protect property, public health, and safety.

25. **FAR** - Federal Aviation Regulations.

26. **Federal Aviation Administration (FAA)** - The agency governing national aviation standards established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation.

27. **Flying Club** - A club that meets all provisions of Section 2.08 of these Rules and Regulations and the Airport's Minimum Standards.

28. **Foreign Object Debris (FOD)** - Any object, alive or inanimate, found in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.

29. **Franchise Agreement** – An agreement, spanning a period in excess of five (5) years, made between a person and the City Council which allows that person to exclusively use public property at the Airport in a manner that is not permitted to the general public.

30. **Franchisee** - A person that has been granted a franchise agreement at the Airport.

31. **Full-Service Fixed Base Operator (FBO)** - An aviation business providing multiple aeronautical services including aircraft fueling, oil sales and services, airframe and power plant repair services, as well two (2) of the following aeronautical activities to aircraft owners, Airport users, and Airport tenants:

1. Sale of New Aircraft Parts and Components
2. Aircraft Charter
3. Aircraft Hangar Storage
4. Flight Training and Aircraft Rental
5. Avionics Repairs and Sales
6. Aircraft Refurbishing and or Painting

7. Sale of New and Used Aircraft

A Full-Service FBO shall comply with all the standards and requirements contained in the Airport's Minimum Standards.

32. **ID Badge** - Refers to any airport ID, access card, and/or airport badge issued by the Airport. ID Badges are the property of the Airport and must be returned upon termination of employment, termination of lease or whenever requested by the Director or Designee.

33. **Hangar** – General term for aircraft storage unit to include, but not limited to definitions of **Corporate, Executive/Intermediate, and T-Hangar** (following).

34. **Hangar - Corporate** – A structure with a minimum of 10,000 square feet designed for the storage of one or more large corporate aircraft or multiple smaller aircraft. Such structures may include offices, kitchens, toilets and shower facilities.

35. **Hangar - Executive or Intermediate** – A portion of a row of hangars, comprising a minimum of 3,000 square feet for the storage of larger aircraft. Such structures may include an office, kitchen, toilets, and shower facilities.

36. **Hangar - T-Hangar** - A specific type of storage hangar that are row hangars typically used for the storage of single engine or small twin-engine aircraft with common walls and roof systems classified as Group III Aircraft Hangar(s) and Use Group S-1 in accordance with National Fire Protection Association Standard (NFPA) 409. T-hangars do not provide any automatic fire protection and the type of construction is the minimum allowable by code against fire spread and is therefore subject to more stringent fire protection precautions.

37. **Incident** – An occurrence other than an aircraft accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

38. **Improvements** - All buildings, structures, and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any franchised or leased area by, or with the concurrence of, a franchisee or lessee.

39. **Large Aircraft** - Any aircraft weighing more than 12,500 pounds maximum certificated takeoff weight.

40. **Lease Agreement** – An agreement between a person and the City Council which allows that person to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period of not more than five (5) years.

41. **Lessee** - A person that has been granted a lease agreement at the Airport.

42. **Maintenance** – Maintenance other than aircraft maintenance.

43. **Motor Vehicle** – As defined by Virginia Code §46.2-100, every vehicle that is self-propelled or designed for self-propulsion. This includes, but is not limited to,

1 automobiles, motorcycles, and any other motor driven devices as defined by the Virginia
2 Code.

3
4 **44. Movement Area** - The runways, taxiways and other areas of the Airport that are utilized
5 for the taxiing, air taxiing, takeoff and landing of aircraft.

6
7 **45. NFPA** – National Fire Protection Association.

8
9 **46. Non-Commercial Activity** - Activities that are undertaken not for profit.

10
11 **47. Non-Commercial Self-Fueling** – The dispensing of fuel into an aircraft by an owner of
12 the aircraft from facilities and equipment that are provided by that owner.

13
14 **48. Non-Movement Area** - The taxilanes, aprons, and other areas of the Airport that are
15 utilized for aircraft loading areas and aircraft parking areas.

16
17 **49. Operational Areas** - Two distinct areas associated with the Airport are:

18 1. Landside - Those areas outside of the AOA.

19 2. Airside - Those areas involved in any aircraft movement or operations, i.e., runways,
20 taxiways, aprons, tie-down areas, hangar areas, etc., also known as the AOA.

21
22 **50. Park (Parking, Parked)** - To put, leave or let a motor vehicle or aircraft stand or stop in
23 any location, whether the operator leaves or remains in such motor vehicle or aircraft,
24 when such standing or stopping is not required by traffic controls or conditions beyond
25 the control of the operator. Fuel trucks that are in the process of fueling aircraft are not
26 considered to be parked.

27
28 **51. Person** - Any individual, firm, partnership, corporation, company, association, joint stock
29 association, business entity, or body politic, including any trustee, receiver, committee,
30 assignee or other representative or employee thereof.

31
32 **52. Preventive Maintenance** - Simple or minor aircraft preservation operations and the
33 replacement of small standard parts not involving complex assembly operations in
34 accordance with 14 CFR Part 43, Appendix A, paragraph C.

35
36 **53. Private Vehicle** - A motor vehicle transporting persons or property for which no charge
37 is paid directly or indirectly by the passenger or by any other person.

38
39 **54. Public Facility** - Those areas of the Airport provided for public use (e.g. terminal), rather
40 than used by private businesses.

41
42 **55. Public Parking Facilities** - All motor vehicle parking provided for the public at the
43 Airport.

44
45 **56. Repair Station** - A Federal Aviation Administration approved facility utilized for the
46 repair of aircraft that may include airframes, power plants, propellers, radios, instruments,
47 and accessories.

- 1 57. **Restricted Area** - Any area of the Airport posted to prohibit or limit entry or access to
2 unauthorized persons.
3
- 4 58. **Runway(s)** - A defined rectangular surface on the Airport prepared or suitable for the
5 landing and takeoff of aircraft.
6
- 7 59. **Scheduled Operations** - All regularly scheduled operations of aircraft by a duly
8 certificated air carrier (FAR 121, 125 or 135, 139) holding an agreement with the City for
9 the purpose of transporting passengers, mail and freight whose operation is either
10 intrastate or interstate.
11
- 12 60. **Shall** - The words "shall", "must", or "will" are interchangeable and indicate a mandatory
13 action.
14
- 15 61. **Solicitation or to Solicit** - To ask or request (or endeavor to obtain by asking), whether
16 directly or indirectly, something of a person or entity..
17
- 18 62. **Standard Parts** – Those parts that meet published specifications that include information
19 clearly establishing design, materials, manufacture and uniform identification
20 requirements. Examples include National Aerospace Standards (NAS), the Army-Navy
21 Aeronautical Standard (AN), Society of Automotive Engineers (SAE) Standards, and
22 American National Standards Institute (ANSI), etc.
23
- 24 63. **Sublease** - A lease granted by a franchisee or lessee to another person of all or part of the
25 franchised or leased property.
26
- 27 64. **Substantial Damage** - Means damage or failure which adversely affects the structural
28 strength, performance or flight characteristics of the aircraft, and which would normally
29 require major repair or replacement of the affected component. Engine failure or damage
30 limited to an engine if only one engine fails or is damaged, bent fairing or cowlings,
31 dented skin, small puncture holes in the skin or fabric, ground damage to rotor or
32 propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories,
33 brakes, or wing tips are not considered "Substantial Damage."
34
- 35 65. **Taxilane(s)** – The portion of the aircraft parking area used for access between taxiways
36 and aircraft parking positions.
37
- 38 66. **Taxiway(s)** – A defined path established for the taxiing of aircraft from one part of an
39 airport to another.
40
- 41 67. **Tenant** – Any person entering into a contractual relationship with the City to conduct its
42 business, or a sublessee who has the written approval of the City.
43
- 44 68. **Terminal** - The passenger terminal facility, the designated motor vehicle parking
45 facilities serving that facility, and all roadways associated therewith.
46
- 47 69. **Tie-Down Area** - A paved or grass area suitable for the parking and mooring of aircraft
48 wherein suitable tie-down points have been located.

1
2 **70. Transient Aircraft** - An aircraft that is not using the Airport as its permanent base of
3 operations.

4
5 **71. Unmanned Aircraft** - An aircraft that is operated without the possibility of direct human
6 intervention from within or on the aircraft.

7
8 **72. Unmanned Aircraft Systems (UAS)** – Unmanned aircraft and its associated elements
9 (including communication links and the components that control the small unmanned
10 aircraft) that are required for the safe and efficient operation of the unmanned aircraft in
11 the national airspace system.
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SECTION 2 - GENERAL REGULATIONS

2.01 COMPLIANCE WITH RULES AND REGULATIONS

a. Any permission granted by the City, directly or indirectly, expressly, or by implication or otherwise, to any person to enter or to use the Airport or any part thereof, is conditioned upon compliance with these Rules and Regulations and the Minimum Standards of the Airport. In the event that these Rules and Regulations conflict with FAA regulations, the FAA regulations shall supersede these Rules and Regulations. In the event that differing specific requirements are imposed upon a person by other lease agreements, franchise agreements or other agreements with the City of Manassas, the most stringent applicable requirements shall apply.

b. Any permission granted by the Director, after approval by the Airport Commission if such is necessary, under these Rules and Regulations, is conditioned upon the payment of any and all applicable fees and charges as established by the City.

c. Any person witnessing an unlawful act, suspicious activity, or security threat, will report it to the City of Manassas Police immediately. It is the responsibility of the person witnessing the act to also report such activity within 12 hours to the Airport Security Coordinator and his employer.

d. Any person violating any of these Rules and Regulations shall be held accountable as provided by these Rules and Regulations, by any applicable law, or by any applicable administrative or contractual actions.

2.02 COMMERCIAL ACTIVITY

No person shall occupy, sublease or rent space, and no person shall carry on any commercial activity on the Airport without first complying with the Minimum Standards and obtaining written authorization for such activity from the City or its authorized representative.

2.03 ADVERTISING AND DISPLAY

No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written material on or at the Airport without the prior written permission of the City or its authorized representative. Such actions are subject to reasonable restrictions to protect traffic, the public, businesses, and other uses of the Airport by the public. These reasonable restrictions may limit leafleting to a defined stationary area, may limit the number and sizes of signs and may require that someone attend the signs. Signs displayed on the Airport must comply with all applicable local laws, including those governing zoning.

2.04 SOLICITATION

No person shall solicit fares, donations, or funds for any purpose or conduct any poll within the Airport grounds without first obtaining permission from the City or its authorized representative. Such actions are subject to reasonable restrictions to protect traffic, the public, businesses, and other uses of the Airport by the public. These restrictions may limit solicitation to a defined stationary area, the number and sizes of signs, and may require that someone maintain the signs.

2.05 RESTRICTED AREAS AND AIR OPERATIONS AREAS

No person may, without the prior authorization of the Director or his authorized agent, enter the Airport Operations Area (AOA) or any restricted area on the Airport except:

- a. Persons assigned to duty thereon and entering in accordance with a security clearance pursuant to a security program established or authorized by the Airport.
- b. Aircraft owners, operators and their employees, pilots, passengers, and those engaged in an Aeronautical Activity that have completed the Airport Driver Training Program.
- c. Persons and/or entities authorized by the Director to perform Aeronautical Activities.
- d. Police, fire and rescue personnel performing their duties.

All owners, operators of based aircraft and/or employees operating on the AOA shall complete the Airport's Driver Training Movement and/or Non-Movement requirements.

2.06 AIRPORT SECURITY

Any person using the Airport in any capacity shall follow the security requirements adopted by the City and as required by local, state, and federal regulations.

- a. Each person and tenant who has a franchise agreement or lease agreement, or other agreement with the Airport and whose leased, franchised, or otherwise assigned area forms a part of the Airport's perimeter fence, or is in the main terminal shall make every reasonable effort to prevent, restrict and deter unauthorized access to the AOA through their leased, franchised, or otherwise assigned area.
- b. Each person and tenant who is on the AOA shall comply with all applicable parts of the Airport's Security Program.
- c. Each person and tenant who has a franchise agreement, lease agreement, or other applicable agreement with the Airport shall be responsible for maintaining its outside apron and parking lot lighting system(s) in good working order and shall replace broken lamps and fixtures within 48 hours of becoming aware of the problem. Lights that cannot be repaired within 48 hours shall be reported to Airport Operations.
- d. No person shall "piggy-back" through an Airport gate. Any person that has been issued an Airport ID Badge, or is under escort by a person who has been issued an ID shall stop and allow the gate to fully close before proceeding. Cardholders are responsible for any visitor or employee who enters the airfield under their escort. ID badges are only for use by the specific individual to whom the badge was issued. ID badges should not be loaned to others, or used to permit others to enter the Airport unless they remain under escort by the ID badge holder. See Section 2.13 Airport Badges and Identification.

e. Persons entering the AOA through a vehicle gate must activate their motor vehicle hazards or flashers before driving on throughout the AOA. Headlights on motor vehicles shall be used in low visibility conditions, hazardous weather, or at night.

f. All aircraft left unattended for any period of time shall be secured against unauthorized access by using any combination of key removal, door locks, throttle locks, control locks, propeller locks/chains, or other appropriate devices. Aircraft shall be secured in accordance with Section 5.03(a)3 of these Rules and Regulations.

g. All buildings and hangars, when unattended for any period of time, shall be closed and locked so as to prevent unauthorized entry.

h. No person shall tamper with or block-open any Airport security gate or door except for emergencies, maintenance or special event. Written permission from the Director or authorized representative is required prior to leaving a door or gate open. Should permission be granted, an individual with a valid ID Badge must be present for the duration that the door or gate is open.

i. The Airport shall be promptly notified of any open or stuck gate and/or door which has direct access to the AOA. The reporting person shall make a reasonable effort to monitor the gate until a response is made by the Airport or the gate/door is properly secured.

j. No fuel truck shall be parked within fifty (50) feet of a perimeter security fence or building.

k. No aircraft shall be parked within ten (10) feet of a perimeter security fence.

2.07 PICKETING, MARCHING AND DEMONSTRATING

Picketing, marching and demonstrating on the Airport shall be governed by Section 102-42 of the Code of the City of Manassas.

2.08 NONPROFIT FLYING CLUBS

All Flying Clubs should be conducted in compliance with the requirements of the FAA's amended policy on Flying Clubs as found in 81 FR 13719 and with the Airport's Minimum Standards.

2.09 OPERATING PROCEDURES, EMERGENCY PROCEDURES & DIRECTIVES

Written operating procedures and directives issued by the Director shall be considered as addenda to, and shall have the full force and effect of, these Rules and Regulations.

a. When an emergency exists at the Airport, the Director or his authorized representative shall be empowered to take any action which, within his/her discretion and judgment, is necessary or desirable to protect the health, welfare and safety of persons and property, and facilitate the operation of the Airport.

b. During an emergency, the Director or his authorized representative may suspend these Rules and Regulations, or any part thereof, in his/her discretion and judgment, by providing notice of

1 such suspension to all franchisees, lessees, tenants, and others, using any appropriate
2 communication method including e-mail, fax, phone, or text messaging. In addition, he/she may
3 issue such oral orders, rules and regulations as may be necessary.
4

5 c. The Director or his authorized representative shall at all times have the authority to take such
6 reasonable action as may be necessary for the proper handling of the conduct of members of
7 the public at the Airport.
8

9 2.10 AIRPORT FEES

10
11 In accordance with the Code of Virginia §5.1-44, the City may establish fees or other charges for
12 the use of the Airport or for services and activities at the Airport. All Airport fees and charges
13 shall be paid on or before the date due. The City shall charge a late fee for all fees and charges
14 that are not received by the due date. A list of fees and charges are listed in the Airport Minimum
15 Standards. The Airport Director may assess penalties, violations, or fees if any items Airport Rules
16 and Regulations are broken. The list of fees is not comprehensive and do not preclude any fees
17 which may or may not be assessed by local, state, or federal agencies.
18

19 2.11 AIRCRAFT STATE LICENSES

20
21 All aircraft that are based in the Commonwealth of Virginia for more than 90 (ninety) days during
22 any calendar year are required to be licensed by the Virginia Department of Aviation pursuant to
23 §5.1-5. On the Airport, these aircraft must display the license decal at all times, or the owners
24 must make available the aircraft registration card when requested.
25

26 2.12 BASED AIRCRAFT REGISTRATION

27
28 All aircraft owners that Base their aircraft at the Airport for more than ninety (90) shall register
29 their aircraft with the Virginia Department of Aviation.
30

31 2.13 AIRPORT BADGES AND IDENTIFICATION

32
33 a. No person shall access the AOA through a vehicle or pedestrian gate unless they are in
34 possession of a valid ID Badge, unless they are directly escorted by a person who is possesses
35 a valid ID Badge. ID Badges are issued at the discretion of the Director or authorized
36 representative. Persons who possess a valid ID Badge are responsible for any visitor or
37 employee who enters the airfield under their escort or permission.
38

39 b. Persons with escort privileges must remain with the visitors or employees under escort at
40 all times while on the AOA. Persons may not leave individuals unescorted.
41

42 c. At all times, persons who have been issued an ID Badge must have it prominently displayed
43 above the waist on the outermost garment of clothing at all times. Badges must be clearly
44 visible and must be shown to the Airport upon request. Badges remain Airport property and
45 must be relinquished immediately upon request of the Airport.
46

1 d. The Airport Director has the right to rescind permission for the use of any access control
2 device and to confiscate any Airport badge previously given to any person for any lawful
3 reason, including but not limited to violations of Airport security standards and Rules and
4 Regulations.

5
6 e. All ID Badge Holders shall successfully complete the requirements of the Airport's Driver
7 Training Program prior to being issued an ID Badge and having unescorted access to the AOA.
8 Frequency of requirements trainings is subject to change as directed by local, state, and federal
9 regulations. Completing the Airport's Driver Training Program does not automatically grant
10 access to operate on the AOA.

11
12 f. Any person in possession of an ID Badge, upon termination of employment, termination of
13 lease or whenever requested by the Airport, must return the ID Badge to the Airport within
14 five (5) calendar days.
15
16

SECTION 3 - PERSONAL CONDUCT**3.01 COMPLIANCE WITH SIGNS**

Airport users shall observe and obey posted signs, fences, and barricades prohibiting entry upon an AOA or restricted area or governing the activities or demeanor of the public while on the Airport.

3.02 USE AND ENJOYMENT OF AIRPORT PREMISES

a. No person(s) singly or in association with others shall by his/her or their conduct, or by congregating with others, prevent any other persons lawfully entitled thereto from the use and enjoyment of the Airport and its public facilities or any part thereof, or from passage from place to place, or through entrances, exits or passageways on the Airport.

b. No person shall remain in or on any public area, place, or facility at the Airport, in such a manner as to hinder or impede the orderly passage in or through, or the normal or customary use of such area, place, or facility, by persons or vehicles entitled to such passage or use.

c. The use of the Airport shall constitute an acceptance by the user of these Rules and Regulations and shall create an obligation on the part of the user to obey these Rules and Regulations.

d. The Airport shall be open for public use 24 hours per day, 365 days per year, subject to restrictions due to weather, the conditions of the AOA, special events, restricted operations as indicated in section 5.02, and like causes as determined by the City. The City provides the Airport for the use and benefit of, enjoyment by, and as a service to the public.

3.03 ENVIRONMENTAL POLLUTION AND SANITATION

a. Each person while on Airport property shall conduct his/her activities thereon in such a manner as not to cause littering or any other form of environmental pollution.

b. No person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.

c. No person shall dispose of any fill or building materials or any other discarded or similar waste materials on Airport property, except as approved in writing by the Airport Director. No liquids shall be placed in storm drain or other systems which will result in water pollution having passed through such drain or system.

d. No person shall operate or maintain a comfort station, toilet or lavatory facility at the Airport other than in a clean and sanitary manner. Any amount of solid or liquid material from such facility that may be spilled at the Airport shall be reported to the Director immediately. In no case shall any refuse be burned at the Airport.

e. No person shall cause any smoke, dust, fumes, gaseous matter or any other matter to be emitted into the atmosphere or carried by the atmosphere except normal emissions from internal

combustion engines, jet engines, smoke from cigarettes, vaping, cigars, or pipes, or aircraft maintenance activities.

f. Any person(s) who spills one quart or more of any petroleum product anywhere on the Airport shall immediately notify the Airport. The person who spills the petroleum product shall submit a written report of the incident to the Airport within 24 hours of the spill.

g. Any person(s) who spills 5 gallons or more of Jet A, Kerosene, 100LL or any other petroleum product on the Airport shall contact the Airport and the City's Safety and Hazardous Materials Officer, or the Fire Marshal, or both, immediately. The person who spills the petroleum product shall submit a written report of the incident to the Airport within 24 hours of the spill.

h. Appropriate industry standards shall be followed to minimize the use of ethylene glycol. Proper techniques should be used when de-icing aircraft to ensure that only the amount of chemical needed to complete the job is applied. To the extent possible, other de-icing and anti-icing techniques should be utilized to minimize the use of ethylene glycol. These techniques are described in detail in the most recent version of FAA Advisory Circular (AC) 20-117. Efforts must be made to collect overspray from apron areas to the extent feasible. Collected materials must be disposed of properly or properly recycled. Quantities of deicer used (inclusive of quantities disposed of or recycled) must be reported to the Airport on a monthly basis. The Airport Director may require a permit, with or without a fee, and specify a location for aircraft deicing operations.

i. The use of salt or sodium chloride-based products for de-icing and the anti-icing of runways, taxiways, or aprons is prohibited inside the AOA. Salt can be used for treating parking lots, sidewalks, and/or streets only.

3.04 ANIMALS

a. GENERAL REGULATIONS

No person shall enter or be on any part of the Airport with a domestic animal unless such animal is constantly restrained by a leash or is confined in such a manner as to be completely under their control.

1. Except for animals that are to be or have been legally transported by air and are properly confined for air travel, no person shall permit any exotic or wild animal under his control or custody to enter the Airport.

2. No person other than an appropriate federal, state or local official shall hunt, pursue, trap, catch, injure or kill any animal on the Airport.

3. No person shall feed or undertake any other act to encourage the congregation of birds or other animals on the Airport.

4. No person shall ride on horseback within the boundaries of the Airport except in those areas so specified by easements.

5. Under no circumstances shall a domestic animal be permitted within the AOA unless it is appropriately restrained or humanely contained.

b. TERMINAL REGULATIONS

1. No person shall enter the terminal with a domestic animal, unless such animal (1) is to be or has been legally transported by air and is kept restrained by a leash or is otherwise confined so as to be completely under control, (2) is a K-9 police dog or a search and rescue animal under the control of authorized handlers or law enforcement officers, or (3) is a designated service animal.

2. No person shall permit, either willfully or through a failure to exercise due care or control, any animal to urinate or defecate upon the sidewalks or grounds of the Airport or upon the floor or carpet of the terminal or any other building used in common by the public. In the event that an animal does urinate or defecate in violation of this Rule, the person responsible for the animal shall immediately clean up the area and shall be liable for any associated costs.

3.05 PRESERVATION OF PROPERTY

No person may destroy, injure, deface or disturb any building(s), sign, equipment, or other structure, tree, flower, lawn, or other property within the Airport boundaries.

a. No person shall travel upon the Airport other than on roads, walks, or other rights-of-way provided for such specific purpose.

b. No Person shall alter, add to, or erect any building on the Airport, or make any excavation on the Airport, without prior written approval of the Airport Director.

c. Any person causing or being responsible for any injury, destruction, damage or disturbance of property at the Airport shall report such damage to the Director or their authorized representative immediately and shall be liable for the full amount of the damage.

d. No person shall alter, add to, or erect any sign on the Airport without the Director's approval and in a manner that is inconsistent with the City's zoning ordinances.

3.06 UNATTENDED OR ABANDONED PROPERTY

a. No person shall willfully abandon any personal property on the Airport.

b. The Airport may remove any luggage, bags or parcels left unattended. All unattended, bags, parcels or luggage are subject to being searched or disposed of according to all applicable federal, state, and local laws and regulations.

1
2 3.07 AIRPORT CONSTRUCTION
3

4 a. No person shall willfully interfere with, or hinder the progress of, any construction
5 project(s) conducted at the Airport.
6

7 b. No person shall enter into or upon any construction area on the Airport without the prior
8 permission of the Director or a construction manager or superintendent, or without the proper
9 safety attire.
10

11 c. No person who has permission to operate on a construction site shall do so without the
12 proper safety attire or be in a vehicle which is not properly marked. Vehicles shall be marked
13 with a rotating or flashing beacons and/or checkered construction flags.
14

15 d. No person shall erect or operate a crane, tower, equipment, structure or install a device on
16 Airport property which has the capacity to be an obstruction which has the potential to
17 interfere with the safety of aircraft or creates a hazard to navigation. The person shall be
18 subject to compliance and restrictions as applicable by local, state, and federal regulations.
19

20 3.08 RESTRICTED ACTIVITIES
21

22 a. No person shall operate a bicycle (electric or non-electric), scooter, moped, personal assistive
23 mobility device, motorized skateboard, hover board or similar vehicle on any runway, taxiway,
24 taxilane, or apron without prior permission of the Director. Strollers and wheelchairs can be
25 used for their intended purpose as a means of transporting children and individuals from
26 landside to airside.
27

28 b. No person shall walk or run on any runway, taxiway, taxilane, or apron without prior
29 permission of the Director. The Director may authorize such activities in order to accommodate
30 special events that are held at the Airport, or in the case of emergencies.
31

32 c. Walking or running on a taxilane or apron is permitted if the action is required as a part of
33 that person's employment, or is associated with an Aeronautical Activity. Persons routinely
34 walking on a taxilane or apron are required to wear high visibility vests at all times while on
35 the AOA.
36

SECTION 4 - FIRE AND SAFETY**4.01 GENERAL**

All standards of the Statewide Fire Prevention Code are applicable City-wide and incorporated by reference as part of these Rules and Regulations. The purpose of this Section 4 is to provide fire prevention and self-fueling regulations and standards for those persons who service or fuel aircraft. Copies of NFPA 407 and the Virginia Statewide Fire Prevention Code are available in the offices of the City's Fire Marshal and Building Official. Copies of relevant FAA documents are available for reference in the Director's office.

4.02 FUELING OPERATIONS

Fuel sales to the public shall only be conducted on the Airport by a Full-Service Fixed Base Operator and in accordance with the Airport's Minimum Standards. All fueling operations, including self-fueling, at the Airport shall be conducted in accordance with the Statewide Fire Prevention Code, and latest edition of FAA Advisory Circular 150/5230-4. No deviations from the procedures of NFPA 407 are permitted without the prior written approval of the City Fire Marshal. All fueling operations, including self-fueling, shall comply with the following requirements:

- a. All aircraft, refueling apparatus and containers shall be bonded in accordance with NFPA 407.
- b. No aircraft shall be fueled while the aircraft is being pre-heated.
- c. Hot fueling or fueling while an aircraft engine is running is prohibited unless the fueling personnel are properly trained and the aircraft is equipped for such operations.
- d. No person shall smoke on the AOA and within fifty (50) feet of an aircraft that is undergoing fuel servicing.
- e. No aircraft shall be fueled when lightning is observed or evident in the vicinity of the Airport.
- f. Extreme caution shall be exercised at all times to prevent fuel spills. When one quart or more of any petroleum product is spilled, servicing shall cease immediately and the person in charge shall notify Airport and/or 911. Section 3.03 (f) should be referenced as the situation applies.
- g. Persons engaged in the fueling of aircraft shall exercise care to prevent overflow of fuel, and shall be personally and financially responsible for all costs of cleanup if spillage should occur.
- h. No aircraft shall be fueled while it is fully or partially inside of any building, hangar, or structure.

i. No fuel vehicle designed for or employed in the transportation of fuel shall operate on a runway or taxiway without the permission of the Airport. Fuel vehicles shall utilize designated service roads for traveling around the Airport. If the person is granted permission to operate on a runway or taxiway, it must be equipped with a visible operating beacon, appropriately marked, and be in continuous two-way radio communications with the Manassas Air Traffic Control Tower. During periods when the Control Tower is not in operation, the person operating the vehicle shall self-announce their position and their intentions prior to crossing an active runway on the Common Traffic Advisory Frequency (CTAF) (133.1). The vehicle operator shall also announce when he or she is clear of all-active runways and taxiways.

j. No fuel vehicle shall be parked within fifty (50) feet of any Airport building.

k. Aircraft fuel servicing personnel shall not carry lighters, matches, or sources of ignition in their possession while performing servicing operations, or loading and unloading operations.

l. Defueling of aircraft in a hangar, fully or partially, is prohibited.

m. No aircraft shall be fueled on the runway, taxiway or taxilane.

n. Fuel Trucks shall be in compliance with applicable FAR Part 139 inspections, NFPA 409 and all local, state, federal laws.

4.03 NON-COMMERCIAL SELF-FUELING

Non-commercial self-fueling is the dispensing of fuel into an aircraft by an owner of the aircraft from facilities and equipment that are provided by that owner. This Section 4.03 applies exclusively to the dispensing of fuel by persons into aircraft at the Manassas Regional Airport. This Section 4.03 shall not apply to aircraft fuels and oil sales and services by a Full-Service FBO.

Any person desirous of engaging in non-commercial self-fueling shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify to receive a non-commercial self-fueling permit, if one is necessary. A person that has a franchise agreement, lease agreement, or other agreement expressly granting them the rights to perform commercial fueling are not required to apply for a non-commercial self-fueling permit.

No person who dispenses over 1,200 gallons of fuel annually in their aircraft shall engage in non-commercial self-fueling activities unless a valid non-commercial self-fueling permit authorizing such activity has been issued by the Airport. Any person who dispenses less than 1,200 gallons of fuel annually in their aircraft may engage in non-commercial self-fueling without obtaining a permit, so long as industry standards and these Rules and Regulations are followed.

Any person who negligently engages in non-commercial self-fueling shall be responsible for any and all costs associated therewith, including, but not limited to, any required cleanup, property or personal damage, or reasonable remedial measures undertaken by the City.

a. Non-Commercial Self-Fueling < 1,200 gallons

1. All aircraft non-commercial self-fueling operations shall be done in a safe manner using methods that will not cause spillage. Some method of bonding shall be used at all times and shall be done in accordance with industry standards.
2. An aircraft owner/operator may fuel his or her aircraft.
3. Except in the Airport's consolidated fuel farm, no more than five (5) gallons of fuel shall be stored in any building or structure on the Airport at any time. A safety fuel container (with a self-closing lid) shall be used at all times.
4. A non-conductive funnel shall be used to reduce the chance of spillage during non-commercial self-fueling operations, unless a hose with an approved nozzle is being used.
5. A working fire extinguisher shall be available and located in close proximity during all non-commercial self-fueling operations.
6. All non-commercial self-fueling devices, containers, pumps, fuel trucks and tanks are subject to inspection, National Fire Protection Act 407 (as revised), and approval by the City Fire Marshal.

b. Non-Commercial Self-Fueling > 1,200 gallons

1. The permit shall not reduce or limit the permittee's obligations with respect to these Non-Commercial Self-Fueling Standards, which shall be incorporated by reference into the permit. The requirements of Section (a) above are incorporated into this Section (b) by reference.
2. Prior to issuance of a permit, and at any time, upon request by the Director, the permittee shall provide evidence of ownership (and/or lease agreement) of any aircraft being fueled by the permittee or his employee(s). Aircraft that are leased must be under the complete operational control of the permittee and leased for a minimum of two (2) years. The permittee may be required at any time by Airport staff to show proof that the person fueling the aircraft is an employee of the permittee.
3. The Airport will complete on the 1st or by the 3rd of the month, fuel meter readings for each tank at the Fuel Farm.
4. The permittee shall, during the term of the permit and for two (2) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records shall be made available for audit by the Director or representatives from the City. In the case of a discrepancy, permittee shall promptly pay all additional fees and charges due to the Airport, plus interest on the unpaid balance, at the maximum rate allowable by law from the original due date.

1 5. The permittee shall arrange and demonstrate that satisfactory arrangements have been
2 made for the purchase of fuel through either an authorized Full-Service FBO at the Airport
3 or through a reputable off-airport aviation petroleum supplier/distributor, as determined in
4 the sole discretion of the Director.

5
6 6. The permittee shall utilize the Airport's fuel farm facility to store his or her bulk fuel.
7 If there is room for expansion in the Airport's fuel farm, the permittee may expand the fuel
8 farm at his or her expense with written permission of the Airport Commission. Under no
9 circumstance shall the Airport be responsible for expanding the fuel farm.

10
11 7. A permittee who is authorized in writing by the Airport to construct or install a fuel
12 storage facility at the Airport shall do so at their own cost and in a manner approved by the
13 City. In no event shall the total storage capacity be less than:

14
15 i. 12,000 gallons for Jet A Fuel

16
17 ii. 10,000 gallons for 100 LL Fuel (Avgas)

18
19 8. The use of a fuel truck for storing fuel or fueling directly from a fuel truck to avoid
20 using a tank in the Airport's fuel farm is prohibited.

21
22 9. Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed.
23 Avgas re-fuelers shall have a minimum capacity of 750 gallons and Jet re-fuelers shall have
24 a minimum capacity of 1,200 gallons. All refueling vehicles shall be capable of bottom
25 loading.

26
27 i. Each refueling vehicle shall be equipped and maintained to comply at all
28 times with all applicable safety and fire prevention requirements as set forth in the
29 Airport Rules and Regulations, the City of Manassas Fire Codes, and the National
30 Fire Protection Association (NFPA) Codes.

31
32 ii. Prior to transporting Fuel onto the Airport, the permittee shall provide the
33 Airport with a Spill Prevention Contingency and Control Plan (SPCC) which meets
34 the regulatory requirements of the Virginia Department of Environmental Quality
35 (DEQ) for above-ground fuel storage facilities. A copy of such SPCC Plan shall
36 be filed with the Airport Director at least ten (10) business days prior to such
37 implementation. Such Plan shall describe, in detail, those methods that shall be
38 used by the permittee to clean up any potentially hazardous fuel spills. This plan
39 shall also describe, in detail, which methods the permittee intends to use to prevent
40 any spill from occurring.

41
42 iii. In accordance with all applicable regulations and appropriate industry
43 practices, the permittee shall develop, maintain, and at all times abide by Standard
44 Operating Procedures (SOP) for fueling, and shall ensure compliance with
45 standards set forth in latest edition of FAA Advisory Circular 00-34 "Aircraft
46 Ground Handling and Servicing." The SOP shall include a training plan, fuel
47 quality assurance procedures, record keeping, and emergency response procedures
48 for fuel spills and fires. The SOP shall be submitted to the Director no later than

ten (10) business days before the permittee commences Non-commercial self-fueling at the Airport. The Airport shall conduct inspections on a periodic basis to ensure compliance with the SOP.

iv. The dispensing of fuel must meet all applicable Airport, Commonwealth of Virginia, and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Av-Gas, ASTM D-1655 for Jet Fuel and ASTM D-439-58 for Mogas, and NFPA 407.

v. Prior to the non-commercial self-fueling of any aircraft, the permittee shall provide to the Director a copy of the FAA's aircraft registration certificate for that aircraft verifying ownership by the permittee, or proof of being the lessee of said aircraft and that he or she has complete operational control over the aircraft.

vi. Prior to the non-commercial self-fueling of any aircraft, the permittee shall provide insurance coverage in amounts no less than those specified in Appendix A of the Airport Minimum Standards.

vii. When not in use, refueling vehicles shall be stored on the permittee's leased or franchised or otherwise assigned area, unless prior permission has been granted in writing to the permittee by the Director for storage of the vehicle on another site.

viii. Permittees who do not have written permission from a Full-Service FBO which allows the user to fuel on the Full-Service FBO's leased premises shall coordinate with and receive written permission from the Director for the location of, and access routes to, an alternative fueling location.

4.04 SMOKING

Smoking, vaping, or carrying lighted smoking materials or striking matches or other lighting devices shall not be permitted on any area of the AOA, nor in any area on the Airport where smoking is prohibited by the City, nor in any hangars, shops, or other buildings in which flammable liquids are stored or used.

4.05 OPEN FLAME OPERATIONS

a. No person shall conduct any open flame operations on the Airport unless specifically approved in advance in writing by the Director. Engine pre-heaters that generate open flames shall not be permitted in any hangars.

b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames shall be restricted to approved repair shop sections that meet the requirements of the City's Fire Marshal.

4.06 FRANCHISE AGREEMENT AND LEASE AGREEMENT HOUSEKEEPING

All franchisees, lessees, and tenants shall keep the space franchised, leased, or occupied by them free from rubbish and the accumulation of any debris. The use of volatile or flammable solvents for cleaning floors is prohibited. Only metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying the space. When necessary, drip pans shall be placed under engines and other equipment and kept clean at all times. Excessive storage of non-aeronautical items in areas deemed for aeronautical use or items prohibited by the City building code (parking lots) is prohibited.

4.07 STORAGE OF MATERIALS

a. No person shall keep or store material or equipment in such manner as to constitute a fire hazard violation of applicable City codes, state or federal laws. Except in the Airport's consolidated fuel farm, no more than five (5) gallons of fuel in approved containers shall be stored in any building or structure on the Airport at any time.

b. Permitted gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil, oxygen, compressible gases, and all other flammable gases or liquids shall be stored only in strict accordance with Virginia Uniform Statewide Building Code.

c. No person shall keep, transport, or store lubricating oils on the Airport except in strict compliance with the applicable codes of the City of Manassas and the Commonwealth of Virginia.

d. No person shall store vehicles, trailers, or equipment such as Conex boxes (shipping containers), campers, boats, recreational vehicles, support equipment, or tractor trailers on Airport property unless the vehicle or equipment is used in conjunction with an approved commercial operation, and has the prior written approval of the Director.

4.08 HAZARDOUS MATERIALS

a. No person shall keep, transport, handle, or store at the Airport any cargo containing hazardous articles, which are, barred from transportation by civil aircraft in the United States in accordance with the provisions of 49 CFR Part 171, and those regulations on this subject that may in the future be promulgated by the FAA or other competent authority.

b. No person may offer or knowingly accept any hazardous article for shipment at the Airport except in compliance with all federal, state and local regulations and statutes.

c. Only those hazardous materials used in the maintenance of aircraft, engines and components may be stored and utilized on the Airport. Such materials must be stored in accordance with the applicable codes, standards, and recommended practices of the City of Manassas, the Commonwealth of Virginia and the FAA Federal Aviation Regulations (FARs).

4.09 MOTORIZED GROUND EQUIPMENT AROUND AIRPORT

No person shall park motorized ground equipment near any aircraft in such a manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.

4.10 OPERATING MOTOR VEHICLES IN HANGARS

No person shall operate a motor vehicle in any hangar except for entering or departing the hangar for vehicle storage. This exception only applies when a h being operated or serviced outside of the hangar.

4.11 AIRCRAFT ELECTRICAL AND ELECTRONIC SYSTEMS

No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within 300 feet of an aircraft fueling operation, aircraft fueling truck or flammable liquid storage facility, unless an approved shielding device is used during the radar operation. Extreme caution shall be exercised when operating airborne radar equipment when people are within 300 feet of the directional beam.

4.12 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEMS

a. Only electrical equipment and lighting systems installed and maintained in accordance with the Virginia Uniform Statewide Building Code shall be permitted within hangars or maintenance shelters. All electrical equipment and lighting systems are subject to inspection by the City Fire Marshal.

b. All power-operated equipment or electrical devices shall be shut off and disconnected when not in actual use. Extension cords and surge protectors inside hangars are considered temporary wiring per the National Fire Protection Act (NFPA) and shall only be used for a maximum of ninety (90) days.

4.13 CONTAINERS

a. Persons doing business on the Airport must keep their trash in covered containers adjacent to sidewalks or roads in any public area of the Airport.

b. No person shall operate an uncovered motor vehicle hauling trash, dirt, or any other material on the Airport unless prior permission is obtained from the Director or their authorized representative.

c. Any person spilling dirt or any other materials from a motor vehicle operated on the Airport must immediately remove such material and assume clean-up responsibility.

d. Trash dumpster lids must be closed at all times and the surrounding area must be clear of debris.

1
2 4.14 DOPING, SPRAY-PAINTING AND PAINT STRIPPING
3

4 a. The use of "dope" (cellulose nitrate or cellulose acetate dissolved in volatile flammable
5 solvents) within any hangars is prohibited.
6

7 b. For paint, varnish, or lacquer spraying operations, the arrangement, construction,
8 ventilation and protection of spraying booths and the storing and handling of materials shall
9 be done in accordance with NFPA Standards. The Director must approve all painting
10 operations at the Airport. No approval will be granted unless the proper permits from the
11 Virginia Department of Environmental Quality (DEQ) and the Environmental Protection
12 Agency (EPA) are in place and the facility has been approved by the City Fire Marshal.
13

14 4.15 FIRE EXTINGUISHERS
15

16 a. Fire extinguishing equipment at the Airport shall not be tampered with at any time nor used
17 for any purpose other than firefighting or fire prevention. All such equipment shall be
18 maintained in accordance with the standards of the NFPA. Tags showing the date of the last
19 inspection shall be attached to each unit showing the status of such equipment.
20

21 b. All persons occupying hangars, aircraft maintenance buildings, or shop facilities shall supply
22 and maintain readily accessible fire extinguishers of the appropriate type, size, and number that
23 are determined by appropriate laws and building code. Fueling vehicles designed for the
24 transport and transfer of fuel shall carry on board at least (2) fire extinguishers, one located on
25 each side of the vehicle. All extinguishers shall conform to applicable NFPA Standards.
26

27 c. Fire extinguishers inside the AOA that are in close proximity to any aircraft or has the
28 capability of being used on an aircraft must be BC rated of the appropriate size and number.
29
30

SECTION 5 – AERONAUTICAL ACTIVITIES

5.01 GENERAL RULES

a. COMPLIANCE WITH ORDERS

All Aeronautical Activities at the Airport shall be conducted in compliance with all federal, state and local laws, current applicable Federal Aviation Regulations, these Rules and Regulations, the directions of the ATCT and applicable Airport Minimum Standards.

b. NEGLIGENCE OPERATIONS PROHIBITED

In accordance with 14 CFR Part 91.13, no person shall operate aircraft at the Airport in a careless or reckless manner so as to endanger the life or property of others.

c. CLOSURE OF AIRPORT

The Director or his authorized representative shall have the right at any time to close the Airport when such action is considered to be necessary to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. The Director shall have the right to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to direct refusal of takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when any such action is considered to be necessary and desirable to avoid endangering persons or property, and to be consistent with the safe and proper operation of the Airport. In the event the Director or their authorized representative believes the condition of the Airport to be unsafe for landings or takeoffs, it shall be within his authority to issue, or cause to be issued, a NOTAM (Notice to Air Missions) closing the Airport or any portion thereof.

d. AIRCRAFT ACCIDENTS

1. The pilot operator of any aircraft involved in an aircraft accident or incident on the Airport shall in addition to all other reports required by other agencies, make a prompt and complete report concerning said aircraft accident or incident to the Airport within 24 hours. The operator of an aircraft involved in an aircraft accident or incident on the Airport requiring NTSB notification under FAR Part 830 shall also immediately notify the Airport. If a written report is submitted to the NTSB, a copy of the report shall also be submitted to the Airport.

2. The pilot, any member of the crew able to do so, the owner, or lessee of an aircraft involved in an accident defined in 49 CFR Part 830 shall immediately report such accident to the Virginia State Police in accordance with 24 VAC 5-20-290.

3. No aircraft, aircraft parts, or debris involved in an aircraft accident or incident shall be tampered with, moved from the accident scene, or operated unless first authorized by an official of either the NTSB or FAA, or the Airport, acting in accordance with all applicable federal, state, and local laws and regulations.

4. After its release by authorities, if the owner of the aircraft fails for any reason to remove a wrecked or damaged aircraft in a timely manner from the Airport as may be requested by the Director, the Director may cause the removal and storage or disposal of such wrecked or damaged aircraft at the sole expense of the aircraft owner. These costs may include cost for business lost or any additional fees as assessed and permissible by local, state, or federal regulations.

5. The pilot or operator of an aircraft involved in an aircraft accident or incident shall be responsible for all costs associated with the event.

e. TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with an aircraft, or put in motion such aircraft, or use or remove any aircraft, aircraft parts, instruments, or tools without positive evidence of the permission of the owner. No person shall enter an aircraft without the consent of the person in charge. Any violation of this Section may result in the person's prosecution pursuant to applicable sections of the Manassas City Code, state, or federal regulations.

f. CERTIFICATION OF AIRCRAFT AND LICENSING OF PILOTS

All aircraft operating at the Airport shall be appropriately certified or registered with all applicable federal, state and local agencies. All pilots using the Airport shall possess an appropriate pilot's license in accordance with FAA regulations, if the aircraft being flown requires a license by the FAA.

5.02 AIRPORT OPERATIONAL RESTRICTIONS

a. RESTRICTIONS

Unless contrary to FARs (Federal Aviation Regulations), the Director may designate, restrict or prohibit the use of runways, taxiways or aprons at the Airport with respect to, but not limited to, the following types of operations:

1. Experimental flights
2. Equipment demonstration
3. Air shows
4. Maintenance flight checks
5. Fly-ins
6. Special Events as approved by the Airport Commission
7. Emergency Exercises
8. Construction Activity

b. TAKEOFFS AND LANDINGS

1. Every person operating an aircraft shall comply with and operate such Aircraft in conformity with instructions given by the ATCT.
2. When the ATCT is closed, every person operating an aircraft shall comply with and operate such aircraft in conformity with procedures recommended and outlined in the latest version of the Aeronautical Information Manual (AIM).
3. Any person operating or controlling an aircraft landing at or taking off from the Airport shall maintain engine noise within applicable noise limits as promulgated by the Federal Government, the Commonwealth of Virginia, City of Manassas, or the Airport, whichever is the most restrictive.

c. BANNER TOWING

Due to the heavy volume of powered aircraft traffic at the Airport, aircraft banner tow pickups and drop-offs from the Airport are prohibited within the Airport safety areas, as outlined in FAA Advisory Circular 150/5300, section 305, tables 3-1, 3-2, and 3-3.

d. KITES, MODELS, ROCKETS, AND UAS

No kites, model airplanes, rockets, moored or free balloons, UAS, or other objects shall be flown on the Airport without prior written authorization from the Director.

e. ULTRALIGHT VEHICLES

All ultralight vehicle operations at the Airport must comply with FAR 103.

f. PARACHUTING

1 Under special circumstances, the Airport Director may authorize parachuting as prescribed in
2 FAR Part 105, Parachute Operations.

3
4 g. LIGHTER-THAN-AIR VEHICLES

5
6 Lighter-than-air vehicles (airships and blimps) may only be moored in the areas designated by
7 the Director. A map of the designated mooring areas is available from the Director.

8
9 All UAS activities should be conducted in compliance with the most current applicable FAA
10 Part 107 regulations and Airport's Rules and Regulations.

11
12
13 5.03 TAXI AND GROUND RULES

14
15 a. AIRCRAFT PARKING

16
17 1. No person shall park an aircraft in any area on the Airport except those designated, and in
18 the manner identified, by the Director. If any person uses unauthorized areas for aircraft
19 parking, the aircraft so parked may be removed by or at the direction of the Director at the risk
20 and expense of the owner or operator thereof. The Director shall not be liable for damages to
21 any aircraft or loss of personal property that might result from the act of removal.

22
23 2. No person shall leave an aircraft parked and unattended on the Airport without properly
24 securing the aircraft with either wheel chocks and/or tie-down ropes, and in accordance with
25 Section 2.06 of these Rules and Regulations.

26
27 3. No person shall leave an aircraft, having a gross weight of less than 12,500 pounds, parked
28 and unattended overnight or long-term without properly securing the aircraft in a designated
29 tie-down space with tie-down rope or straps. Aircraft designed without suitable tie-down hooks
30 or mooring connections shall be excluded.

31
32 3. No person shall park an aircraft in a tie-down space unless that person has an approved tie-
33 down lease agreement with the Airport and has provided the Airport with all documents
34 required by the lease agreement. Aircraft found to be parked in a tie-down space without an
35 approved tie-down lease agreement will be secured or locked down after seven (7) calendar
36 days and will be subject to removal by the Airport, at no risk or liability to the Airport, and at
37 the expense of the owner of the aircraft.
38

1
2 **b. DISABLED AND/OR DERELICT AIRCRAFT**
3

4 An aircraft owner shall be responsible for the prompt removal of any disabled aircraft and
5 associated parts as instructed by the Director or authorized representative. Such aircraft and
6 associated parts may be removed by the Director at the owner's or operator's expense and
7 without liability for damage which may be incurred as a result of such removal.
8

9 1. No person shall park or store any aircraft in a non-flyable condition on Airport property,
10 including any leased or franchised premises, for a period in excess of ninety (90) days,
11 without the written permission of the Director.
12

13 2. No person shall store or retain aircraft parts or components as inventory anywhere on
14 the Airport, other than in an enclosed, authorized facility, or in a manner approved in
15 writing by the Director.
16

17 3. Whenever any aircraft is parked, stored or left in non-flyable condition on the Airport
18 in violation of the provisions of this section, the Airport shall so notify the owner or
19 operator thereof by certified or registered mail, and require removal of said aircraft within
20 fifteen (15) calendar days of the mailing of such notice. If the owner or operator is unknown
21 or cannot be found, the Director shall conspicuously post and affix such notice to the said
22 aircraft, and require removal of said aircraft within fifteen (15) calendar days of the date of
23 posting. Upon failure of the owner or operator of said aircraft to remove said aircraft as
24 required, the Director shall cause the removal of such aircraft from the Airport and an
25 access ID Badge may be revoked. All costs incurred by the Airport shall be recoverable
26 against the owner or operator thereof. The Director shall not be liable for damages to any
27 aircraft or loss of personal property that might result from the act of removal.
28

29 4. Aircraft found to be parked in a tie-down space without an approved tie-down lease
30 agreement will be secured or locked down after seven (7) calendar days and will be subject
31 to removal by the Airport, at no risk or liability to the Airport, and at the expense of the
32 owner of the aircraft.
33

34 **c. STARTING AND RUNNING AIRCRAFT ENGINES**
35

36 1. No aircraft engine shall be run at the Airport unless a pilot, certified A & P (airframe
37 and power plant) mechanic, or other qualified individual to run the engines of that
38 particular type of aircraft is at the controls.
39

40 2. No person may run an engine of an aircraft parked on the Airport in a manner that could
41 cause injury to persons or damage to property, or in a manner that could endanger the safety
42 of operations on the Airport.
43

44 3. The designated areas for aircraft engine run-ups for aircraft that have a gross weight of
45 12,500 pounds or less are the run-up blocks located at the ends of Runways 16L-34R, 16R-
46 34L, and Taxiway Kilo. aircraft may also use apron areas and aircraft parking areas, so
47 long as the person operating the aircraft complies with item 2 of this section.
48

4. The designated areas for aircraft engine run-ups for aircraft that have a gross weight greater than 12,500 pounds are the run-up blocks located at the end of Runway 16L-34R, 34L and Taxiway Kilo, so long as the person operating the aircraft complies with item 2 of this section.

5. At no time shall engines be run-up for pre-flight test or maintenance/repair except in the areas designated, unless it is necessary to have ground maintenance personnel present while conducting the engine run-ups. In that case, the aircraft shall be situated in an area so that the propeller or jet blast does not endanger persons or property behind the aircraft. In no case will the operator of an aircraft block any runway, taxiway or taxilane while conducting such maintenance or repair run-ups.

6. Noise emanating from aircraft engines during ground operations shall be maintained within the applicable limits as promulgated by the Federal Government, the Commonwealth of Virginia, the City of Manassas, or the Airport, whichever is the most restrictive.

7. The starting or operating of aircraft engines inside any hangar is prohibited. This shall not be construed as prohibiting the use of tractors with NFPA-approved exhaust systems when moving aircraft within any hangar.

8. Maintenance engine run-ups in designated areas are restricted to the hours of 7:00AM to 10:00PM, Monday through Sunday. Operations conducted after these hours must be submitted for approval in writing to the Director. Engine run-ups associated with a safety preflight are permitted at all hours.

d. AIRCRAFT TAXI OPERATIONS

1. No person shall taxi an aircraft in the AOA until they have ascertained that there will be no danger of collision with any persons or objects. No person shall taxi an aircraft within the movement area until they have received clearance from the Control Tower, during Control Tower operating hours.

2. All aircraft shall be taxied at a safe and reasonable speed.

3. No aircraft shall be taxied into or out of any hangar under its own power.

4. During the period between sunset and sunrise, no person shall operate, move, or park an aircraft unless:

- i. The aircraft is clearly illuminated; or
- ii. The aircraft has lighted position lights; or
- iii. The aircraft is in an area marked by obstruction lights, cones, or other visible safety devices.
- iv. The aircraft is moved by a dolly or tug.

5. All aircraft operations shall be confined to hard-surfaced runways, taxiways, and aprons, unless otherwise approved by the Director or as directed by Air Traffic Control.

5.04 AIRCRAFT MAINTENANCE IN HANGARS

a. PERFORMANCE OF AIRCRAFT MAINTENANCE

Aircraft owners/lessees and their employees may make repairs and perform aircraft Maintenance on their own aircraft, not in violation of Federal Aviation Administration Regulations, in hangars. Such aircraft maintenance is also subject to the Manassas Regional Airport Minimum Standards, the limitations contained in these Rules and Regulations and any restrictions on such activities as may be promulgated by an applicable franchise agreement, lease agreement, or other applicable agreement.

b. CERTIFIED SPECIALISTS

An aircraft owner/lessee may employ an FAA certified specialist for aircraft maintenance activity to his/her own aircraft in a hangar provided the certified specialist is registered with the Airport prior to performing aircraft Maintenance as defined herein, and provided that the certified specialist complies with the Manassas Regional Airport Minimum Standards, and with the limitations on aircraft maintenance activities as specified in these Rules and Regulations and any applicable franchise agreement, lease agreement, or other applicable agreement.

Aircraft Maintenance activities shall not be in violation of NFPA 409 for Group III Aircraft Hangar, Use Group S-1.

c. ASSEMBLY OF AMATEUR-BUILT EXPERIMENTAL AIRCRAFT

Lessees or franchisees of hangars may accomplish assembly of an amateur-built experimental aircraft, as defined by CFR Part 21.191, in their leased or franchised hangar. The person building the aircraft must maintain compliance with any applicable franchise agreement, or lease agreement, any applicable by-laws of the hangar association, the Manassas Regional Airport Minimum Standards, and all limitations contained in these Rules and Regulations.

5.05 LIMITATIONS ON ACTIVITIES IN AIRCRAFT HANGARS

1. Except for oil in containers or as permitted by the City Fire Marshal, not more than five (5) aggregate gallons of flammable liquid or gases, including but not limited to gasoline, dope, paint, thinner, or solvent (other than fuel in aircraft fuel tanks), shall be stored in any facility housing aircraft, except as is necessary for use inside repair shops by approved Fixed Base Operators or Certified Repair Stations. The storage of such fluids shall be in NFPA, Department of Transportation (DOT) or Underwriters Laboratories, Inc. (UL) approved containers, or in unopened original containers. A separate building for such storage may be required by the City of Manassas in its sole discretion.

- 1 2. The washing of aircraft with running water within a hangar not equipped with a functioning
2 floor drainage system is prohibited.
3
- 4 3. Lessees, franchisees or tenants of all hangars will exercise reasonable care to keep oil,
5 grease, and similar substances off the floor.
6
- 7 4. Lessees, franchisees or tenants shall conduct no commercial activity of any kind whatsoever
8 in, from or around aircraft hangars except as allowed by a franchise agreement, lease
9 agreement, or any other agreement with the City of Manassas.
10
- 11 5. Space or building heating systems or devices in any hangar shall be approved systems or
12 devices as listed by the Underwriters Laboratories, Inc., and shall be installed in the manner
13 prescribed by the Underwriters Laboratories, Inc., and approved by the City of Manassas Fire
14 Marshal. The use of kerosene heaters or any type of open flame heaters or apparatus is
15 prohibited in hangars. Natural gas or LP gas-fueled heaters may be permanently installed in
16 hangars that are suitably plumbed for such devices, only after receipt of approval of the
17 Director and the City of Manassas Building Official. Heating units must be installed in
18 accordance with the City's Fire Code and Building Code requirements.
19
- 20 6. The proper and legal disposal of used oils, fluids, tires and other similar consumables related
21 to aircraft and motor vehicles is the sole responsibility of the hangar franchisee, lessee, or
22 tenant.
23
- 24 7. Hangar franchisees, lessees or tenants shall not cause an electrical overload of the hangar
25 circuits.
26
- 27 8. Aircraft hangars shall not be used for any purpose that would constitute a nuisance or would
28 interfere with the reasonable use and occupancy of any other buildings and structures.
29
- 30 9. Only non-flammable cleaning agents or solvents shall be used when cleaning aircraft,
31 aircraft engines or aircraft parts and other equipment. When the use of flammable solvents
32 cannot be avoided, to the satisfaction of an authorized Airport representative, only liquids
33 having flash points in excess of 100 degrees Fahrenheit shall be used and special precautions
34 shall be taken to eliminate ignition sources.
35
- 36 10. No person shall use a volatile flammable substance for cleaning purposes inside any
37 hangar. Small amounts of solvent dispensed onto a rag may be used for cleaning purposes in a
38 hangar so long as the hangar door is fully open so as to avoid the building up of flammable
39 and/or potentially toxic fumes.
40
- 41 11. No person shall operate any machinery or equipment in a hangar that produces unshielded
42 sparks.
43
- 44 12. No aircraft or aircraft component shall be suspended or lifted utilizing the hangar's
45 structure or any component of the building. Lifting devices resting on the floor but not attached
46 to any portion of the hangar are permitted.
47

1
2 13. Tools, equipment, and material that constitute a fire hazard are prohibited in hangars.
3

4 14. No tools, machines, or maintenance fixtures may be attached to any hangar structure or
5 floor that would have a negative effect on the structural integrity of the hangar, as determined
6 by the Airport Director in consultation with the City's Building Official.
7

8 15. Hangar occupants shall maintain an approved, ten (10) pound minimum, dry chemical fire
9 extinguisher suitable for use on Types "B" and "C" fires. The extinguisher shall carry a current
10 inspection certificate from an approved fire equipment company or the City Fire Marshal. The
11 ten-pound minimum pertains to the amount of dry chemical stored, not the net weight of the
12 extinguisher.
13

14 16. A low-current, constant current/constant voltage charger with an output of no more than 3
15 amps that is used to trickle charge batteries is allowed in hangars.
16
17

18 5.06 AIRCRAFT MAINTENANCE IN TIE-DOWNS 19

20 a. Aircraft being stored in a tie-down may only conduct maintenance in a designated tie-
21 down spot if the owner is an A&P licensed mechanic. All hardware and/or parts removed for
22 any reason shall be stored in the Aircraft, storage containers, or secured in such a manner to
23 protect from the wind or incidental prop wash.
24

25 b. Persons conducting preventative maintenance shall thoroughly inspect the space when
26 finished. No maintenance shall be conducted which could result in the damage or
27 contamination of the apron or surrounding areas, including the changing of oil. All other
28 maintenance that can be legally performed on the Aircraft shall be conducted in a designated
29 area or in a building suitable and permitted by the Airport for the type of repair.
30

31 5.07 FOREIGN OBJECT DEBRIS (FOD) 32

33 a. Each person at Airport shall be responsible for the proper disposal of FOD on aprons
34 and the AOA. FOD shall be properly disposed of in closed containers that prevent the
35 introduction of the FOD to aprons and the AOA.
36

37 b. When practical, dumpsters, trash containers, and storage containers shall be stored
38 outside of the AOA. If required or authorized, containers inside the AOA must be properly
39 sealed and secured to prevent FOD from being introduced back into the AOA.
40
41

SECTION 6 - MOTOR VEHICLES

6.01 GENERAL TRAFFIC REGULATIONS

a. AUTHORITY

The City of Manassas has the authority to establish regulations relating to traffic and traffic control at the Airport. Said regulations shall include, but are not necessarily limited to, regulations for parking, standing, stopping, loading/unloading zones, kiss and rides zones, one-way roadways, through roadways, stop or yield intersections, speed restrictions, cross walks, safety zones, bus stops, matters pertaining to all forms of commercial ground transportation traffic lanes, signal devices, limitations on roadway use, and restricted areas. In the absence of specific Airport regulations regarding traffic and traffic control, the existing laws of the City of Manassas and/or the Commonwealth of Virginia shall be observed.

b. TRAFFIC SIGNS AND SIGNAL DEVICES

The City will post, erect or cause to be erected all speed signs, signs, markers, and signal devices pertaining to traffic control within the boundaries of the Airport. Failure to comply with the directions indicated on such signs, markers or devices erected or placed in accordance herewith shall be a violation of these Rules and Regulations.

c. PEDESTRIAN RIGHT-OF-WAY

The operator of any motor vehicle shall yield the right-of-way to a pedestrian who crosses within a marked pedestrian crosswalk, except where the movement of traffic is being otherwise actively regulated by the City of Manassas Police, authorized Airport security officers, or traffic control devices. The driver of a motor vehicle must always exercise due care for the safety of any pedestrian upon a roadway.

d. VEHICLE CONDITION AND MARKINGS

1. No person shall operate upon the Airport premises any motor vehicle which is in an unsafe condition as to endanger persons or property, or which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to persons or property.

2. No person shall operate upon the Airport premises any motor vehicle that does not have proper working headlights, hazards, or not in generally sound condition.

3. All Airport support motor vehicles operating on aprons and taxilanes, including fuel trucks, golf carts, crew cars, and tugs, shall be equipped with an operating flashing amber light or beacon when operating on a runway, taxiway, or taxilane. Beacons must be visible from all directions and be flashing yellow. Support vehicles shall also be properly marked as per the latest version of FAA Advisory Circular 160/5210-5. Vehicles should be marked with a vehicle identifier and adequately visible at night with reflective Department of Transportation (DOT) tape.

4. In addition to Item 3 under this section, all Airport motor vehicles authorized to operate at the runways and taxiways shall be marked with their assigned company call-sign or company logo and be equipped with a two-way capable VHF radio.

e. CLOSING OR RESTRICTING USE OF AIRPORT ROADWAYS

The Director or his authorized representative is authorized to close or restrict the use of all Airport roadways to vehicular traffic in the interest of public safety.

f. SLOW-MOVING VEHICLES, EQUIPMENT & MACHINERY

Every slow-moving vehicle, equipment or machinery designed for use at speeds of less than fifteen (15) miles per hour that is operated on Airport roadways shall be equipped with and display a triangular slow-moving vehicle emblem, mounted on the rear, or in case of towed units, on the rearmost unit being towed. The vehicle must be properly equipped per Section d of 6.01 of the Rules and Regulations.

g. TOWING OF BAGGAGE CARTS AND PODS

The number of baggage carts and pods being towed on the Airport shall not exceed three (3).

6.02 LICENSING

a. No person shall operate a Motor vehicle on the Airport without a valid driver's, operator's or commercial license.

b. No person shall operate any motorized equipment on the Airport unless the operator is properly trained and familiar with the equipment being operated.

c. No person shall store or park a vehicle on the Airport that does not have a required current license, registration, or valid state inspection sticker.

6.03 PROCEDURE IN CASE OF A VEHICLE ACCIDENT

The operator of any motor vehicle involved in an incident or accident on the Airport shall immediately stop such motor vehicle at the scene of the accident. The operator shall immediately, by the quickest means of communication, give notice of the accident to the City of Manassas Police Department and the Airport.

6.04 SPEED LIMITS

a. AOA SPEED LIMIT

The speed limit for all motor vehicles operating inside the AOA is 15 MPH.

b. SPEED LIMIT ON PUBLIC ROADS

- a. Persons operating a motor vehicle on public roadways (outside of the AOA) shall obey all posted speed limit signs. Persons in violation of these speed limits may be subjected to violations and fines as issued or administered by the City of Manassas Police Department.
- b. No person shall drive a motor vehicle on the Airport at a speed greater than what is reasonable and prudent under the conditions and having regard to the actual and potential hazards, then existing.
- c. No person shall drive a motor vehicle on the streets and other vehicular traffic areas on the Airport, including parking areas, in excess of the posted speed limits, or in excess of the governing speed limit in the absence of such signs.

6.05 VEHICLE OPERATIONS ON AIR OPERATIONS AREA (AOA)

a. PERMISSION

No motor vehicle shall be permitted on the AOA unless granted specific permission by the Director, or such motor vehicle is utilized for, or in conjunction with, Aeronautical Activities. Such motor vehicle shall at all times yield the right-of-way to Aircraft.

b. PARKING

No motor vehicle shall be parked on any portion of the AOA with the exception of leased or franchised property. Only those motor vehicles necessary for the servicing of Aircraft and the maintenance of the Airport may be parked on the AOA.

Any motor vehicle parked on the AOA without the permission of the Airport shall be towed by the Airport. All costs incurred by the Airport shall be recoverable against the owner or operator thereof. The Director and/or City shall not be liable for damages to any motor vehicles or loss of personal property that might result from the act of removal.

c. VEHICLES CROSSING TAXIWAYS AND RUNWAYS

1. All motor vehicles authorized to operate on taxiways or runways shall be equipped per Section 6.01d of the Rules and Regulations and a functioning aircraft radio or be escorted by a motor vehicle that is properly authorized and equipped. During an emergency, blue/red-flashing lights are acceptable for police, fire and rescue vehicles.

2. During periods when the Control Tower is not in operation, a motor vehicle operator shall self-announce via radio their position and their intentions prior to operating on an active runway or taxiway. The motor vehicle operator shall also self-announce via aircraft radio when they are clear of runways and taxiways.

3. The installation of two-way radios in a motor vehicle shall not be construed as permission to operate a motor vehicle on the AOA without the prior permission of the Director.

4. Any person operating on or across taxiways, taxilanes or runways shall have successfully completed the Airport Driver Training Program and shall have received prior permission from the Director or their authorized representative. Anyone accessing runways or taxiways must get approval by ATCT during operating hours or self-announce during non-towered operations.

d. VEHICLES OPERATING ON TAXILANES, AND/OR APRONS

1. No person shall operate a motor vehicle on or across a taxilane, and/or apron for any purpose other than for official Airport business, an emergency, or for the purpose of accessing a leased tie-down or hangar. Taxilanes and taxiways shall not be used for the sake of convenience or "joy riding." All motor vehicles authorized and licensed for road use shall use public roads to access facilities.

2. All motor vehicles authorized to operate on taxilanes, and/or aprons shall have an operating flashing beacon or vehicle hazards. During an emergency, blue/red-flashing lights are acceptable for police, fire and rescue vehicles.

3. No person shall operate a motorcycle anywhere on airport property without a helmet and flashing hazards.

e. DRIVING ACROSS PASSENGER LOADING LANE

Motor vehicles shall yield the right-of-way to passengers boarding or disembarking Aircraft, or where cargo is being loaded or unloaded.

f. RESTRICTED PARKING

1. No person shall park a motor vehicle in contravention of applicable federal, state or local laws.

2. No person shall park a motor vehicle on the any grass areas on the Airport unless the Director grants prior permission.

g. RIGHT-OF-WAY AIRCRAFT

Aircraft taxiing on any runway, taxiway, taxilane, and/or apron shall always have the right-of-way over motor vehicle traffic.

Aircraft being tugged on the apron or taxilane shall always have the right-of-way over motor vehicle traffic.

6.06 PUBLIC PARKING

a. COMPLIANCE WITH TRAFFIC SIGNS

Operators of motor vehicles using the Public Parking Facilities at the Airport shall observe and comply with all regulatory and directional traffic signs entering and departing said facilities.

1 b. PARKING SPACES

2
3 Motor vehicles shall be parked in marked spaces only. No person shall park a motor vehicle in
4 any space marked for parking of vehicles in such a manner as to occupy a part of another space.
5 Motorcycles, scooters, and like vehicles shall park in marked spaces only and are prohibited
6 from parking on sidewalks or adjacent to buildings.

7
8 c. PARKING CHARGES

9
10 No person shall park a motor vehicle in any area requiring payment for parking therein without
11 paying the required parking fee for the right and privilege of parking therein.

12
13 d. PARKING DURATION

14
15 No motor vehicle shall remain in any Public Parking Facility on the Airport for more than 48
16 consecutive hours. Prior written notification to the Director is required if the motor vehicle is
17 to be parked for more than 48 hours.

18
19 6.07 RESERVED PARKING

20
21 No person shall park any motor vehicle in any reserved parking area without a valid permit issued
22 by the Airport for that purpose. Each vehicle parked in said area shall prominently display the
23 identifying insignia provided by the Airport or shall display other markings acceptable to the
24 Airport. Every such vehicle shall parked only in the space or area specifically assigned to it.

25
26 6.08 LOADING AND UNLOADING VEHICLES

27
28 No person shall stop a motor vehicle for loading, unloading or any other purpose on the Airport
29 other than in areas specifically designated for such use and only in the manner prescribed by signs,
30 lines, and other means provided. Stopping at the curbsides of the terminal shall be restricted
31 specifically to loading and unloading of the public, passengers, and their baggage. Unattended
32 vehicles may be cited and may be towed away in accordance with Section 6.09 of these Rules and
33 Regulations.

1
2 6.09 AUTHORITY TO REMOVE VEHICLES
3

4 The Director or his authorized representative may remove or cause to be removed from any
5 restricted or reserved areas, any roadway or right-of-way, AOA, or any other area on the Airport,
6 any motor vehicle which is disabled, abandoned, or illegally or improperly parked. The Director
7 shall not be liable for damages to any motor vehicle or loss of personal property that might result
8 from the act of removal.
9

10 6.10 ISSUANCE OF TRAFFIC CITATIONS
11

12 The City of Manassas Police Department is authorized to issue traffic citations to motor vehicle
13 operators who violate any provisions of this Section 6 of the Rules and Regulations, as well as any
14 applicable federal, state, or local law governing motor vehicles.
15
16

SECTION 7 - AIRPORT MINIMUM STANDARDS

All persons holding lease agreements, permits, franchise agreements, operating agreements or other agreements with the Airport shall conduct their operations in accordance with these Rules and Regulations, the provisions of the latest City Council approved version of the Airport Minimum Standards, and the provisions of any applicable lease agreement, franchise agreement, permit, or other applicable agreement. In the event of a conflict between these Rules and Regulations and other agreements, the most stringent applicable requirements shall apply.

**SECTION 8 –ENFORCEMENT, DENIAL OF ACCESS OR USE, NOTICE OF
VIOLATION, REMOVAL, AND NOTICE OF TRESPASS**

8.01 ENFORCEMENT

The Director, or their duly authorized representative, is authorized to enforce these Rules and Regulations.

8.02 PENALTIES AND REMOVAL

- a. In addition to any penalties and remedies otherwise provided by City ordinance, state law, the Virginia Department of Aviation, the Federal Aviation Regulations, TSA, all state and federal agencies and all other rules and regulations promulgated by the FAA, any person violating these Rules and Regulations may be removed or ejected from the Airport pursuant to a No Trespass Notice issued by the Director. Other consequences for a violation of these Rules and Regulations may include, but are not limited to, warnings, letters of violation, suspensions, fines or, if the terms allow for it, the termination of the lease agreement, franchise agreement, or other applicable agreement under which such person is operating at the Airport.
- b. After investigation, the Director may issue to any person that has violated these Rules and Regulations a written No Trespass Notice. The City of Manassas Police will serve the No Trespass Notice upon the person in violation and it shall identify the provision(s) of these Rules and Regulations that have been violated, the time and date of the violation(s), the effective time and date after which the person may not be present at the Airport, and the duration of the No Trespass Notice. The City of Manassas Police may send a copy of the No Trespass Notice by United States mail, certified, return receipt requested, to the last known address of the person on file in the Office of the Director, or as otherwise provided by the person. An additional copy shall be kept on file at the Office of the Director.

SECTION 9 –HEARINGS AND APPEALS

Any person aggrieved by a decision of the Director regarding enforcement of the airport rules, regulations and minimum standards may appeal that decision to the Commission within ten days after the Director's decision by delivering notice of such appeal to the City Attorney. The Commission shall set a date for a hearing on the Director's decision. If the Director has issued a No Trespass Notice, the Commission shall hear the appeal no later than its next regular meeting. The Commission's hearing may be continued from time to time at the Commission's discretion. At the hearing, the person requesting the hearing may appear, may be represented by counsel, and may present evidence. The Commission may by majority vote to affirm, modify or reverse the Director's decision. An appeal may be taken to the City Council from any final decision of the Commission. The Council shall decide upon the schedule and process for any such appeal.

SECTION 10 –AMENDMENTS TO THE AIRPORT RULES AND REGULATIONS

Amendments to these Rules and Regulations may be proposed by the Director or the Airport Commission members. A recommended change, in writing, shall be forwarded to the Director. The Director shall have the proposed amendment studied by the appropriate Airport staff and the Commission's Executive Committee, and then shall forward the proposal to the full Commission. The Airport Commission shall review the proposed amendment(s) and direct the Airport staff to post a notice on social media and the Airport's website. Copies of the proposed amendment(s) shall be available for review in the Airport Administration Office during regular business hours. A comment period of not less than 30 days from the posting of the notice shall be provided. Comments must be in writing to the Director and must be received within the comment period. All comments will be considered by the Director and Commission. After considering all the comments, the Airport Commission will forward its recommendation to the City Council for approval or disapproval. If the amendment(s) is adopted by the City Council, the Director will either have the amendment incorporated in the next update to the Rules and Regulations, or he will issue an Operations Directive. Approved amendments will become effective immediately following approval by the City Council, unless otherwise specified.



City Council Agenda Item Report

Agenda Item No. 4.4

Submitted by: Amelia May

Submitting Department: Manassas Regional Airport

Meeting Date: April 28, 2025

Item Title

Resolution #R-2025-765: Amending Manassas Regional Airport Minimum Standards for Aeronautical Services and Activities

(Staff: Jolene Berry, Assistant Airport Director)

Suggested Action and/or Recommendation

Approve Resolution #R-2025-765.

Suggested Motion

I move that Resolution #R-2025-765 be approved.

Item Type Resolutions

Submitting Department Manassas Regional Airport

Meeting Body City Council

Item ID 2025-765

Drafter Amelia May

Meeting Date April 28, 2025

Advisory Board/Committee Review

In the spring of 2024, the Manassas Regional Airport Commission and Staff began the revision process to update the Minimum Standards. These changes were posted during a period of public comment, after which the Commission approved the amended Minimum Standards at its regular meeting on July 18, 2024. Because of changes within the composition of the Airport Commission, as well as major strides in the commercial expansion of the Airport in the second half of 2024, Airport Staff now presents the amended Airport Minimum Standards for the City Council's consideration.

Fiscal Impact

There is no fiscal impact with approval of the Resolution.

Executive Summary and Background Information

The Manassas Regional Airport is owned and operated by the City of Manassas, which is defined as a "Sponsor" by the Federal Aviation Administration (FAA). The FAA asks that the city, as sponsor, establish and maintain minimum standards to which any entity that engages in aeronautical activities at the Airport should adhere. The Minimum Standards provide, in part, a detailed glossary of definitions related to aeronautical activities, technical processes related to Fixed Base and Specialized Aviation Service Operators, fueling, repair, rental and sale of aircraft, and a wide range of commercial operation requirements. Airport Staff and Commission update the Minimum Standards from time to time, as the aviation role, facilities and services offered, and future airport development evolve. The

City Council of Manassas last approved of updates to the Airport Minimum Standards with approval of Resolution #R-2021-15 on September 28, 2020. The Manassas Airport Commission and Staff have revised and updated the Minimum Standards for City Council's review and approval.

ATTACHMENTS

- [2025-765 RES Amending Manassas Regional Airport Minimum Standards](#)
- [ATTH01 Redline Airport Minimum Standards 2025](#)
- [ATTH02 Final Airport Minimum Standards 2025](#)

MOTION:

**April 28, 2025
Regular Meeting
Res. No. R-2025-765**

SECOND:

**RE: RESOLUTION A M E N D I N G MANASSAS REGIONAL A I R P O R T
MINIMUM STANDARDS FOR AERONAUTICAL SERVICES AND ACTIVITIES**

WHEREAS, the City of Manassas owns and operates the Manassas Regional Airport (“Airport”) and acts as its Sponsor by definition of the Federal Aviation Administration (FAA); and

WHEREAS, the FAA suggests that airport sponsors establish reasonable minimum standards that are relevant to the proposed aeronautical activity; and

WHEREAS, Airport Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more Aeronautical Activities at the Airport; and

WHEREAS, the Airport Commission and the Airport Staff have developed these Minimum Standards taking into consideration the aviation role of the Airport, facilities that currently exist, services being offered, and future airport development; and

WHEREAS, the City Council last adopted Airport Minimum Standards under Resolution No. R-2011-15 on September 28, 2020; and

WHEREAS, the Airport Commission and the Airport Staff recently drafted updates to those Airport Minimum Standards and solicited public comment on the proposed changes thereto, and that comment period has now concluded; and

WHEREAS, the Airport Commission approved the amended Airport Minimum Standards at its meeting on July 18, 2024, and hereby recommends approval by the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Manassas hereby adopts the attached, amended Minimum Standards for the Manassas Regional Airport Aeronautical Services and Aeronautical Activity Operators, which shall become effective upon adoption.

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

ATTEST:

Eric Smith

City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:



Minimum Standards
For
Airport Aeronautical Services and Aeronautical
Activity Operators

Manassas Regional Airport
Manassas, VA

Established by City Council:
DRAFT

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Definitions

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

10. Airport Layout Plan (ALP) – The current approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, building, roadways, utilities, navigation aids (NAVAIDs), etc.
11. Applicable Law – All applicable provisions of federal, state, and local laws, statutes, ordinances, rules and regulations.
12. Apron(s) – Those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.
13. At the Airport – Those areas and properties under the ownership of the City of Manassas and the Manassas Regional Airport, as depicted on the Airport’s Layout Plan, to include, but not limited to leased or franchise space.
- ~~13.14.~~ Based Aircraft – Any Aircraft that remains or is housed, hangared, or tied-down at the Airport for more than 60 days in a 12-month period and which is required to have a state-issued aircraft license.
- ~~14.15.~~ Building(s) – Includes the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs, and landscaping shall not be included.
- ~~15.16.~~ Business – Any person, firm, general or limited partnership, corporation, trust, or association or other legal entity established for the purpose of conducting commercial enterprise ~~on the Airport~~ at the Airport.
- ~~16.17.~~ City – The City of Manassas, Virginia
- ~~17.18.~~ City Council (Council) – The City of Manassas Council
- ~~18.19.~~ Club Aircraft – Aircraft owned and operated by a non-profit partnership or non-profit Virginia corporation.
- ~~19.20.~~ Commercial Activity – The exchange, trading, buying, hiring, or selling of goods, services, or property of any kind, or any revenue producing activity ~~on the Airport~~ at the Airport.
- ~~20.21.~~ Commercial Operating Permit – A written license issued by the Airport Director granting the right to perform aviation related business functions ~~on the Airport~~ at the Airport.
- ~~21.22.~~ Commercial Operator – An Entity engaged in Commercial Activity.
- ~~22.23.~~ Commercial Vehicle – A loaded or empty ~~M~~motor ~~V~~vehicle, trailer, or semitrailer, designed or regularly used for the carrying ~~of~~ freight, merchandise, or more than ten passengers. Commercial Vehicles shall include buses, but shall not include vehicles used for vanpools.

~~23.24.~~ Director – The Manassas Regional Airport Director employed by the City of Manassas.

~~24.25.~~ Entity – A ~~P~~person, firm, corporation, or partnership formed for the purpose of conducting the proposed aeronautical activity.

~~25.26.~~ EPA – The United States Environmental Protection Agency.

~~26.27.~~ Exclusive Right – A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more persons, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

~~27.28.~~ Federal Aviation Administration (FAA) – The federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation

~~28.29.~~ FAR – Federal Aviation Regulations

~~29.30.~~ Flying Club – A nonprofit or not for profit Entity organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.

~~30.31.~~ Franchise Agreement – An agreement between an Entity and the City Council, which allows that Entity to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period in excess of five (5) years, wherein said agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.

~~31.32.~~ Franchisee – An Entity that has been granted a Franchise Agreement at the Airport

~~32.33.~~ Fuel – Any petroleum product used for the purpose of providing propulsion to an Aircraft.

~~33.34.~~ Fueling Operation – Dispensing of Fuel into ~~a~~Aircraft.

~~34.35.~~ Full-Service Fixed Base Operator (FBO) – An Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling, to Aircraft owners, Airport users, and Airport tenants. A Full-Service FBO shall provide Aircraft Fuel and Oil Sales and Services, Airframe and Power ~~p~~Plant Repair Services, as well as two (2) or more of the following Aeronautical Activities:

- A. Aircraft Charter
- B. Aircraft Hangar Storage
- C. Aircraft Refurbishing and/or Painting
- D. Avionics Repairs and Sales
- E. Flight Training and Aircraft Rental
- F. Sale of New Aircraft Parts and Components
- G. Sale of New and Used Aircraft

35.36. General Aviation – All phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

36.37. Instructor – Any Entity giving or offering to give instruction in the operations, construction, repair, or maintenance of Aircraft, or Aircraft power plants, and Aircraft accessories.

37.38. Large Aircraft – Aircraft that weigh 12,500 pounds or more maximum certified take-off weight.

38.39. Lease Agreement – An agreement between an Entity and the City Council, which allows that Entity to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period of not more than five (5) years.

39.40. Lessee – An Entity that has been granted a Lease Agreement at the Airport.

40.41. Master Plan – The current Airport Master Plan report including the Airport Layout Plan, indicating current and proposed usage for each identifiable segment as approved by the City, State, and FAA.

41.42. Minimum Standards – The qualifications or criteria, which may be established by the Airport as the minimum requirements that must be met by businesses, engaged in On-Airport aeronautical activities or services in exchange for the right to conduct those activities.

42.43. NFPA – National Fire Prevention Association.

43.44. Non-Commercial Operator – Any Entity or government agency which maintains a facility or provides an Aeronautical Service solely for its own benefit, and not for the benefit of the public. Such Non-Commercial Operators are specifically prohibited from conducting Aeronautical Activities or offering Aeronautical Services for sale to others.

44.45. Non-Commercial Self-Fueling – The dispensing of fuel into an ~~A~~ aircraft by an owner of the aircraft from facilities and equipment that are provided by that owner.

45.46. Non-Franchise Tenant – This term relates to the Commercial Operating Permit issued by the Airport. An Entity not having a Franchise Agreement with the City of Manassas governing its operations, but who:

- A. Has a Lease agreement, sublease, or other agreement with the City, a sublease with a City Lessee or a Franchise holder and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
- B. Uses the Airport in furtherance of its business interest and has ~~an~~ office, hangar, and/or storage space ~~on the Airport at the Airport~~.

46.47. Non-Tenant Operator – This term as defined relates to the Commercial Operating Permit issued by the Airport. An Entity with no established office, station, or location on Airport property and not having a Franchise or Lease agreement with the City of Manassas or an existing Franchise holder governing its operations, but who:

A. Does supply or directly provide goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.

B. Uses or enters up~~on the Airport~~on the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.

C. Non-Tenant Operator shall include, but is not limited to: limousines for hire, taxicabs, transportation network company (TNC), rental car concessionaires, mobile certified mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities ~~on the Airport~~at the Airport. A Non-Tenant Operator shall not include any commercial transport engaged in providing goods, commodities, or services to the Airport, any Federal, State, or local agency operating at the Airport, or any Full-Service FBO, Franchise holder or Lessee of the Airport.

47.48. Operator – An Entity engaging in one or more Aeronautical Activities.

48.49. Permit – A non-negotiated agreement to provide an Aeronautical Activity or Aeronautical Service.

49.50. Ramp – See Apron.

50.51. Re-Fueling Vehicle – Any Vehicle used for transporting, handling, or dispensing of Fuel, oils and lubricants for Aircraft.

51.52. Repair Station – An FAA-~~approved~~ facility utilized for the repair of Aircraft that may include airframes, power plants, propellers, radios, instruments, and accessories.

52.53. Rules and Regulations – The specifications, conditions, and standards applicable to all users of the Manassas Regional Airport and Airport facilities. The Rules and Regulations and Minimum Standards are published under separate covers and are available from Airport Administration upon request.

53.54. Self-Service Fueling (Commercial) – Fueling an aircraft by the pilot using pumps installed for that purpose. The Fueling facility may or may not be attended by the Full-Service FBO owning such facility. The use of this type of facility is not Non-Commercial Self-Fueling.

54.55. Scheduled Operations – All regularly scheduled operations of Aircraft by a duly certificated air carrier (FAR 121, 125, or 135) holding an agreement with the City of Manassas for the purpose of transporting passengers, mail, and/or freight whose operation is either intrastate or interstate.

1 ~~55.56.~~ Shall – The words “shall”, “must”, or “will” always mean mandatory.

2
3 ~~56.57.~~ Small Aircraft – An Aircraft of 12,500 pounds or less maximum certified take-off weight.

4
5 ~~57.58.~~ Specialized Aviation Service Operations (SASO) - Entity providing a single commercial
6 activity or limited aeronautical commercial services.

7
8 ~~58.59.~~ Sublease – A lease granted by a Franchisee or Lessee to another Entity of all or part of
9 the franchised or leased property.

10
11 ~~59.60.~~ Tenant – Any Entity authorized to exclusively occupy specific premises ~~on the Airport at~~
12 the Airport by virtue of an Agreement with the Manassas Regional Airport.

Manassas Regional Airport Minimum Standards

Article 1 Introduction

Section 1.1 Purpose

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

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

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

Section 1.2 Applicability

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

Section 1.3 Amendments

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

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

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

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

become effective immediately following approval by the City Council, unless otherwise specified.

Section 1.4 Existing Operators

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

Section 1.5 Waivers or Modifications

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

Section 1.6 Violations

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

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

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

1. No Entity may operate at the Manassas Regional Airport without an Agreement. This Agreement may be in the form of a Franchise, Permit, or ~~a~~-Lease.
2. Franchises shall be for a term to be mutually agreed upon between the entities, however, in no case shall the term of a Franchise exceed forty (40) years.
3. Any prospective Full-Service FBO/SASO seeking to conduct an Aeronautical Activity or Aeronautical Services at the Airport shall demonstrate to the ~~Commission~~ that they have adequate financial resources to realize the business objectives agreed to by the Director and the applicant. If the Entity seeking to conduct business ~~on the Airport~~~~at the Airport~~ cannot demonstrate that they have adequate resources, the Airport Commission may require a line of credit be established for the first twelve (12) months of the Entity's business.

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

- 1 not building permits are required. In the event building permits are not required, approval
- 2 must be obtained from the Director prior to scheduling any work to commence.
- 3

- 1
2 9. All Full-Service FBOs/SASOs who have a Franchise Agreement or Lease Agreement, or
3 other agreement with the Airport and whose leasehold forms a part of the Airport's
4 perimeter fence, or whose leased, franchised, or otherwise assigned area is in the main
5 terminal, shall make every reasonable effort to prevent, restrict and deter unauthorized
6 access to the AOA through their leasehold.
7

8
9 **Article 3 Application and Qualifications for Full-Service FBO/SASO**
10

- 11 1. Any Entity conducting commercial business at the Airport and who desires to lease land or
12 facilities from the City requires a Franchise or Lease Agreement between the prospective
13 business and the City. Demonstration of intent to conduct a business operation at the
14 Airport shall be by application to the Director. The application shall consist of at the
15 minimum:
16
17 A. The proposed nature of the Business with the names of all persons including partners,
18 directors, or corporate officers and those who will be managing the Business.
19
20 B. Any financial statements (may include assets, lines of credit, etc.) that are certified by
21 a CPA in accordance with Generally Accepted Accounting Principles (GAAP) that
22 demonstrates the financial ability to perform the terms of the proposed agreement.
23
24 C. A listing of assets owned, being purchased, or leased, which will be used in the
25 Business at the Airport.
26
27 D. Written authorization for the Director to obtain a credit report if necessary.
28
29 E. Preliminary plans and dates for any improvements which the applicant intends to
30 make ~~on the Airport~~ at the Airport as part of the activity for which approval is sought.
31 Applicant must comply with appropriate FAA, City of Manassas, and Airport
32 requirements.
33
34 F. Proof of ability to obtain liability insurance, or a certificate of insurance coverage
35 appropriate to the proposed aeronautical activity.
36
37 2. Requests for Permits, as needed, shall be presented to the Director. The information
38 required differs depending on the Permit.
39
40 3. Requests for Proposal (RFP) issued by the City for specialized services may be offered at
41 various times. These RFPs will have their own information requirements that may
42 supplement or replace those found in this section.
43

Article 4 Action on Application

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

3. Application Appeal Process.

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

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

Article 5 Full-Service Fixed Base Operators (FBO)

Section 5.1 Statement of Concept.

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

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

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

Section 5.2 Subcontracting Services; Restrictions-

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

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

Section 6.1 Statement of Concept

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

Section 6.2 Minimum Standards

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

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

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

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

Section 6.3 Services

A Full-Service FBO shall provide the following services:

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

Section 6.4 Facilities

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

1. A building which will provide a minimum of six thousand (6,000) SF of properly lighted, cooled and heated space for the following purposes: to provide office space, a public waiting area, pilot's lounge, ~~which should separate~~ [be separate](#) from public waiting areas, including a flight planning area that has all items necessary for complete flight planning (weather communication links), sanitary restroom facilities, snack food and beverage machines and public use telephone.
2. A separate hangar facility of a minimum of ten thousand (10,000) SF of properly lighted space to perform work, Aircraft storage, parts storage, office space, and sanitary restrooms.

3. A paved Apron of not less than fifty thousand (50,000) SF. A minimum of ten (10) tie-down spaces must be provided for transient Aircraft.
4. A paved area that complies with the City of Manassas parking requirements for employee, handicap, and patron parking.

Article 7 Specialized Aviation Service Operations (SASO)

Section 7.1 Statement of Concept.

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

Article 8 Airframe and Power ~~p~~lant Repair (SASO)

Section 8.1 Statement of Concept

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

Section 8.2 Minimum Standards

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

1. The Operator under this section may provide services to a scheduled Air Carrier.
2. Maintain hours of operation sufficient to meet public demand, have on duty at least one person who holds an FAA Airframe, Power ~~p~~lant, or Aircraft Inspector Rating. A SASO may, at its discretion, provide on-call (twenty-four (24) hours, seven (7) days a week) for emergency purposes only.

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

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

Section 8.3 Facilities

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

1. A ventilated hangar which will provide a minimum of three thousand (3,000) SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting room area which includes sanitary restroom facilities.

2. A paved Apron area or hangar sufficient to tie-down and maneuver three (3) Small Aircraft, not less than forty-eight hundred (4,800) SF.

3. A paved parking area that complies with the City of Manassas parking requirements for customer and employee parking.

4. These requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 9 Aircraft Component Repair (SASO)

Section 9.1 Statement of Concept

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

Section 9.2 Minimum Standards

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

1. It is recommended that the Operator shall be certificated as a Repair Station (as defined by FAA) with appropriate ratings by the FAA.

2. Sufficient trained and/or certified personnel to accomplish the work required.

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

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

Section 9.3 Facilities

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

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

Article 10 Aircraft Rental (SASO)

Section 10.1 Statement of Concept

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

Section 10.2 Minimum Standards

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

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

Section 10.3 Facilities

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

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

Article 11 Flight Training (SASO)

Section 11.1 Statement of Concept

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

Section 11.2 Minimum Standards

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

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

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

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

Section 11.3 Facilities

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

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

Article 12 Aircraft Sales (SASO)

Section 12.1 Statement of Concept

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

Section 12.2 Minimum Standards

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

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

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

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

Section 12.3 Facilities

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

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

Article 13 Air Charter Operations (SASO)

Section 13.1 Statement of Concept

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

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

Section 13.2 Minimum Standards

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

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

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

Section 13.3 Facilities

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

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

Article 14 Air Carrier Operations (SASO)

Section 14.1 Statement of Concept

A scheduled Air Carrier Operator engages in the business of providing air transportation (Ppersons or property) to the general public on a scheduled service basis under 14 CFR Part 121.

Section 14.2 Minimum Standards

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

1. Be certificated under FAR Part 121.
2. Maintain sufficient hours of operation to meet public demand.

3. Employ and make available sufficient persons who holds an appropriate FAA license or certificate for the Aircraft operated.
4. Provide insurance coverage in amounts not less than specified by the City.

Section 14.3 Facilities

The Operator shall lease from the Airport, or City approved Franchisee, terminal building space that includes at a minimum:

1. Ticket Counter Space
2. Gate Space
3. Baggage Screening/Claim
4. Holdroom space
5. Ramp

Article 15 Aircraft Management Operator (SASO)

Section 15.1 Statement of Concept

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

Section 15.2 Minimum Standards

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

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

Section 15.3 Facilities

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

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

Article 16 Commercial Hangar Rental

Section 16.1 Statement of Concept

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

Section 16.2 Minimum Standards

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

1. Maintain sufficient hours of operation to meet public demand.
2. Employ one (1) person with experience and ability to provide management and maintenance of the hangar facility
3. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 16.3 Facilities

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

1. A building which will provide a minimum of two hundred (200) SF of properly lighted and heated office space and have immediate access to sanitary bathrooms.
2. A paved Apron and hangar space sufficient to tie down, park, and maneuver the Aircraft that is being stored.
3. A paved parking area that complies with City of Manassas parking requirements.

45. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing Full-Service FBO, Franchise holder, or Leaseholder.

Article 17 Commercial Operating Permit

Section 17.1 Statement of Concept

1. Any Entity that conducts a commercial business at the Airport shall have a Franchise Agreement with the City of Manassas, approved by the Airport Commission and City Council or a Commercial Operating Permit that has been approved and issued by the Airport Director, prior to conducting any commercial business at the Airport. Permits shall be issued on an annual basis or in thirty (30) days increments.
2. A Commercial Operating Permit shall be obtained by the following categories of commercial operators, prior to conducting business ~~on the Airport~~ at the Airport:
 - A. A Non-Franchise Tenant: Entity not having a Franchise Agreement with the City of Manassas governing its operations, but who:
 - i. Has a Lease agreement, sublease, or other agreement with the City, a sublease with a City Lessee or a Franchise holder and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - ii. Uses the Airport in furtherance of its business interest and has an office, hangar and/or storage space ~~on the Airport~~ at the Airport.
 - B. A Non-Tenant Operator: An Entity with no established office, station or location on Airport property and not having a Franchise or Lease agreement with the City of Manassas or an existing Franchise holder governing its operations, but who:
 - i. ~~Does s~~Supplyies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - ii. Uses or enters up ~~on the Airport~~ the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.
 - iii. A Non-Tenant Operator shall include, but is not limited to, rental car concessionaires, transportation network companies (TNC), mobile certified mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities ~~on the Airport~~ at the Airport. A Non-Tenant Operator shall not include any commercial transport engaged in providing goods, commodities, or services

to the Airport, any Federal, State, or local agency operating at the Airport, or any Full-Service FBO, Franchise holder or Lessee of the Airport.

Section 17.2 Procedures

1. The Airport may issue a Commercial Operating Permit only upon receipt and approval of a signed application from the Non-Franchise Tenant or Non-Tenant Operator on a form approved by the Director containing the following information:
 - A. Name of Entity, address, phone number, type of business, type and description of vehicles to be operated, if any, on Airport property.
 - B. Name of principal(s) of the applying Entity.
 - C. Name, address, and job title of the local manager, if different from the principal(s).
 - D. Provide adequate insurance and a certificate of insurance, naming the City, its employees and agents as additional insured.
2. The submission of such application by a Non-Franchise Tenant or a Non-Tenant Operator business shall constitute an express understanding and agreement by such applicant that he/she shall:
 - A. Pay all Permit fees specified.
 - B. Covenant to obey and adhere to all security requirements, Rules and Regulations of the Airport now existing or hereafter adopted.
 - C. Indemnify and hold harmless the Airport and the City, its employees and agents from any claim whatsoever arising from the Non-Franchise Tenant's or Non-Tenant Operator's business operations on Airport property.
 - D. In the case of a Non-Franchise Tenant, provide proof of a City of Manassas business license and proof of insurance coverage not less than specified in Appendix A.
 - E. In the case of a Non-Tenant Operator, not establish any office, station, or location on Airport property.
3. In the event a Commercial Operating Permit is approved and there are subsequent changes in the facts or circumstances reflected on the application, the Non-Franchise Tenant business or Non-Tenant Operator is required to file a written statement notifying the Director of the change within ten (10) calendar days from the date such change occurs.
4. Within thirty (30) calendar days after the application for a Commercial Operating Permit has been submitted to the Director, the application will either be approved or denied. In the event the application is denied, the Director shall specify in writing the grounds for denial. The applicant shall have the right to appeal as stated in Article 4, paragraph 3, ad seq.

5. A Commercial Operating Permit may be revoked by the Director for cause with five (5) calendar days written notice to the Permittee. Such notice shall be either hand-delivered or mailed by certified mail to the address stated on the application. Such revocations are subject to the appeal process as stated in Article 4, paragraph 3. Causes for revocation include, but are not limited to:

- A. Breach of any Agreement entered into with the Airport.
- B. Failure to make timely payment of any fees, fines, or other moneys due to the Airport.
- C. Violation of any law, regulation, security requirement, the Airport's Rules and Regulations or these Minimum Standards now existing or hereafter adopted.
- D. Any act or omission of the Permittee adversely affecting the Airport operations or posing a danger to the public health, safety, or welfare.

Article 18 Rental Car Business

Section 18.1 Statement of Concept

A Rental Car Business engages in the business of providing rental car services ~~on the Airport~~ at the Airport. Off-Airport Rental Car companies are not allowed to operate on Airport property without written permission from the Airport Director.

Section 18.2 Minimum Standards

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

1. Provide makes and models of Vehicles that do not exceed two (2) years of age.
2. Maintain rental automobiles in good operating order, free from known mechanical defects, and in a clean, neat, and attractive condition, inside and out.
3. Maintain such business hours for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
4. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 18.3 Facilities

1.—

2.1. All rental car businesses shall be located in the Passenger Terminal Building. The only exceptions are rental car companies that exclusively provides service to a FBO transient customers and no other companies, clients, tenants or passenger airline customers.

3.2. Rental Car companies are subject to Customer Facility Charges (CFCs).

4.3. Rental Car parking areas must be paved in accordance with the City of Manassas or Prince William County construction standards.

5.4. Rental Car companies must maintain facilities and parking spaces in a clean and orderly fashion, free from debris, and in a neat, and attractive condition, inside and out.

6.5. With the prior written permission of the Airport Director these requirements may be satisfied by a Franchisee who is has an approved Franchise to provide Airline Passenger Terminal Building management and services and who are authorized to collect CFCs and other rental car rents and fees.

Section 18.4 Procedures

The following procedures will remain in place until such time that rental car facilities are available in a new Airline Passenger Terminal Building.

1. Non-Franchise Tenant businesses desiring to operate as a Rental Car Business shall also comply with the following:
 - A. Pay the Airport three percent (3%) of gross receipts within thirty (30) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Franchise Tenant.
 - C. To make available to the Airport or the City, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.
 - D. Provide insurance coverage in amounts no less than specified in Appendix A.
2. Non-Tenant Operators desiring to operate as a Rental Car Business shall also ~~comply with the following:~~
 - A. Pay the Airport six percent (6%) of gross receipts within thirty (30) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be

computed. Said statement must be signed by a responsible accounting officer of the Non-Tenant Operator.

C. ~~To-m~~Make available to the Airport or the City, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.

D. ~~To-o~~Operate no vehicle on Airport premises except to pick up or deliver customers holding reservations with the Non-Tenant Operator or who have returned a vehicle to the Non-Tenant Operator.

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

Article 19 Through-the-Fence Operations

Section 19.1 Statement of Concept

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

Article 20 Ultralight Operations

Section 20.1 Statement of Concept

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

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

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

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

1
2 **Article 21 Skydiving Operations**
3

4 **Section 21.1 Statement of Concept**
5

6 A Commercial Skydiving Operator engages in the transportation of persons for
7 skydiving, instruction in skydiving, and rental and sales of skydiving equipment.
8

9 Commercial Skydiving is not permitted at the Manassas Regional Airport except by
10 written consent of the Airport Director and the Airport Commission. An FAA airspace study
11 may be necessary to determine the efficiency and utility of the Airport for such operations. Prior
12 to starting Skydiving Operations, the Airport and FAA will determine if this activity will present
13 or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport.
14

Article 22 Flying Clubs

Section 22.1 Statement of Concept

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

Section 22.2 Minimum Standards

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

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

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

Section 22.3 Facilities

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

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

Article 23 Specialized Commercial Operations

Section 23.1 Statement of Concept

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

1. Non-stop sightseeing flights that begin and end at Manassas Regional Airport.
2. Crop dusting, seeding, spraying, and bird chasing.
3. Banner towing or aerial advertising.
4. Aerial photography or survey.
5. Power line or pipe line patrol.
6. Firefighting.
7. Hot air balloon or blimp operations.
8. Cargo flights.
9. Carrier Services.

Section 23.2 Minimum Standards

A Specialized Commercial Operation is required to:

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

Article 24 Commercial Use Airlines Passenger Terminal Building Development and Management

Section 24.1 Statement of Concept

Commercial Use Airlines Passenger Terminal Building Development and Management encompasses ~~For~~ the design, construction, maintenance and operation of a Commercial Air Carrier Terminal and related facilities to service Passenger Airlines.

Section 24.2 Minimum Standards

No person or entity shall be allowed to construct, and/or operate a Commercial Air Carrier Terminal for scheduled passenger airlines service unless they have a Franchise that is approved by the City.

Section 24.3 Facilities

1. The Commercial Airline Developer shall ~~L~~lease from the Airport sufficient land to build a passenger terminal building. The minimum terminal building land lease shall be two (2) acres.
2. The new terminal building must be no less than 43,345 square feet ~~at a minimum, and must~~ and provide for a minimum, gate space, ticketing/check-in, holding rooms, concession space, baggage screening/claim, circulations, airlines offices, passenger screening, Federal Inspection Services (FIS), airport operations, bathrooms, and building systems.
3. In addition to a land lease for the terminal building, the Developer shall also lease Ramp Space to accommodate the number of gates and aircraft that will service the terminal building. The minimum ~~Lease from the Airport a minimum land lease for ramp space shall be of 3.7 acres.~~
4. The Developer shall also ~~L~~lease sufficient land from the Airport for automobile parking for employees and passengers. The minimum land lease for automobile parking ~~shall be~~ is 12.6 acres.

~~The new terminal building must be no less than 43,345 square feet and provide for a minimum, gate space, ticketing/check-in, holding rooms, concession space, baggage screening/claim, circulations, airlines offices, passenger screening, Federal Inspection Services (FIS), airport operations, bathrooms, and building systems.~~

~~Ramp Space to accommodate the number of gates and aircraft that will service the terminal building. Lease from the Airport a minimum land lease for ramp space of 3.7 acres.~~

~~Lease sufficient land from the Airport for automobile parking for employees and passengers. The minimum land lease for automobile parking is 12.6 acres.~~

| 1

Appendix A - Insurance Matrix

Minimum Standards Insurance Requirements

Insurance Matrix

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

Annual Review

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

Additional Requirements

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

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

Minimum Requirements

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

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

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

**All ancillary coverages must be listed under the policy.
The City of Manassas shall be named as an Additional Insured on ALL policies. A separate endorsement must be provided.

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

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

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

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

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

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

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

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

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

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

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

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

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Appendix B – Rates, Fees, and Charges Schedule

ORDINANCE #O-2024-20

First Reading: May 13, 2024
Second Reading: June 10, 2024
Enacted: June 10, 2024
Effective: July 1, 2024

AN UNCODIFIED ORDINANCE ESTABLISHING THE MANASSAS REGIONAL AIRPORT FEE AND RENT SCHEDULE EFFECTIVE JULY 1, 2024

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

WHEREAS, the City Council has approved transitioning the Manassas Regional Airport to a Commercial Service Airport and Landing Fees, Passenger Facility Charges (PFC), and Remain Overnight (RON) ramp fees will be determined in accordance with FAA policies and regulations, and to cover the operating expenses of the airport; and

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

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

BE IT ORDAINED that, by the City Council of the City of Manassas, Virginia, meeting in regular session this 13th day of May, 2024, Ordinance #O-2022-17 is repealed effective July 1, 2024 and that the following fee schedule is established effective July 1, 2024.

Airport I.D. Badge Fees	
New & Renewal AOA Badge	\$20.00
New & Renewal SIDA Badge	\$35.00
Unreturned Badge Fee	\$200.00
1st Lost or Stolen Badge Replacement	\$100.00
2nd Lost or Stolen Badge Replacement	\$150.00
3rd Lost or Stolen Badge Replacement	\$200.00
Car Rental Company Fees	
Annual Non-Franchise Operator	\$10.00
Annual Non-Tenant Operator	\$20.00
Commercial Operating Permit Fees	
Annual Non-Franchise Operator	\$25.00
Annual Non-Tenant Operator	\$680.00
Conference Room Cleaning Fee	\$150.00
Crop Dusting Permit fee (per day)	\$25.00

Fuel Flowage Fees	
Non-Commercial Fuel Flowage Fee (per gallon)	\$0.13
Security Surcharge (per gallon)	\$0.02
Hangar Rent – East Side	
Monthly Storage Unit	\$210.00
Monthly 40' Unit	\$360.00
Monthly 42' Unit	\$408.00
Monthly 42' End Unit	\$505.00
Monthly 45' Unit	\$435.00
Monthly 48' Unit	\$505.00
Monthly 48' End Unit	\$560.00
Hangar Rent – Box Hangars	
Monthly 50' by 60' Unit	\$1,500.00
Monthly 60' by 60' Unit	\$2,000.00
Hangar Rent - West Side	
Monthly End Unit	\$385.00
Monthly Regular Unit	\$335.00
Landing Fees¹ (Per 1,000 lbs. of MLW)	TBD
Late Fees	
East and West T-Hangars (non-commercial)	\$30.00
Tie-Downs (Single and Twin Engine)	\$10.00
Hangar Lockout	\$100.00
Key Replacement Fee	\$50.00
Callout Fee	\$50.00
Nightly Blimp Tie-Down Fee	\$75.00
Passenger Facility Charge³ (PFC)	TBD
Remain Overnight (RON) Ramp³ Fee	TBD
Special Event Fee (per day)	
Full Day	\$800.00
Half Day	\$400.00
Hourly	\$125.00
Special Events – Late Application	
Full Day	\$100.00
Half Day	\$50.00
Hourly	\$25.00
Special Media Permit Fee	
Photo (per day)	\$250.00
Movie (per day)	\$500.00
Security Fees	
Fingerprinting Fee (per applicant)	\$30.00
Background Check (per applicant)	\$30.00
Airfield Vehicle Sticker (AOA)	\$10.00
Terminal Office Space (per sq. ft.)	\$36.58
Tie-Down Rent	

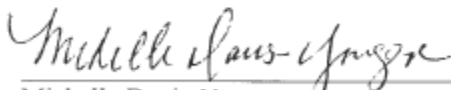
Monthly Single Engine	\$80.00
Monthly Twin Engine	\$90.00
Vehicle/Pedestrian Deviation	
Vehicle/Pedestrian Deviation – 1 st Offense	\$250.00
Vehicle/Pedestrian Deviation – 2 nd Offense	\$500.00
Vehicle/Pedestrian Deviation – 3 rd Offense	\$1,000.00

¹Landing Fee Exemptions.

1. Aircraft under 12,500 lbs.
2. Based Aircraft
3. An aircraft that departs from the airport for another destination and is forced to return and land at the airport because of meteorological conditions, mechanical or operating causes or for any similar emergency or precautionary reason.
4. Any aircraft owned and operated by the United States government and its agencies, non-commercial aircraft owned and operated by foreign governments on a flight authorized by the Department of State, or commercial aircraft on a flight dedicated to carrying foreign heads of state and not operating as a commercial flight.
5. Non-revenue, test flights approved by the Airport Director that may be required to meet operational safety or Federal Aviation Administration (FAA) certification requirements.
6. The Airport Director may waive landing fee payments, in his or her discretion, for medical, charity or non-profit events, on an infrequent basis.

²Remain Over Night (RON) for airlines is defined as the period of 8:00 PM to 6:00 AM.

³Per Enplaned Passenger; PFC based on FAA approved projects only.



Michelle Davis-Younger
 On behalf of the City Council
 Of Manassas, Virginia
 ATTEST:

Mayor



 Eric W. Smith City Clerk

Appendix C – Commercial Operating Permit



Commercial Operating Permit

Return this completed application to:

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

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

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

Phone number () _____ (Home)

Phone number () _____ (Office)

Name of Principal:

Name of Local Manager:

Check one:

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

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

1. Services Authorized to be Performed

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

“Services”: _____

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

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

2. Location for the Performance of Services

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

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

_____.

3. Fees

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

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

4. Term

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

5. Assignment and Sale

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

6. Valid Sublease

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

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

This section does not apply to non-tenant businesses.

7. Liabilities

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

8. Rules and Regulations and Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Rules and Regulations. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Airport Rules and Regulations.
- b. Permittee shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

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

10. Rights Non-exclusive

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

11. Notice

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

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

To Permittee: _____

12. Insurance

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

13. Certification

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

PERMITTEE

BY: _____ DATE: _____

AIRPORT ADMINISTRATION USE ONLY

Insurance Certificate Received ☐ Yes ☐ No ☐ N/A

Payment Received ☐ Yes ☐ No ☐ N/A

Permit approved:

BY: _____ DATE: _____

Juan E. Rivera, Airport Director

COMMERCIAL OPERATING PERMIT

FEE SCHEDULE

Commercial Operating Permit

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

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

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

Car Rental Companies

A. Non-Franchise Tenant

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

B. Non-Tenant Operator

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

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



Appendix D – Airport Franchise and Lease Application

Airport Franchise and Lease Application

Return this completed application to:

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

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

Type or Print Application Clearly

DATE: _____ 20____

1. APPLICANT INFORMATION

NAME: _____
Name of individual completing this application

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

PHONE NUMBER: () _____ () _____
Work Home

FACSIMILE: () _____ E-mail: _____

SOCIAL SECURITY NO: _____ CITIZENSHIP: _____

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

NAME OF COMPANY/BUSINESS: _____

WEB SITE: _____

PRESIDENT/PARTNERS: _____
Name(s)

FEDERAL TAX I.D. NUMBER: _____

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

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

DESCRIBE NATURE OF PRESENT BUSINESS:

PREVIOUS BUSINESS ADDRESS:

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

NAME OF PREVIOUS LANDLORD: _____

PHONE NUMBER OF PREVIOUS LANDLORD: () _____

LENGTH OF OCCUPANCY: _____ (months)

REASON FOR MOVE: _____

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

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

2. PURPOSE OF APPLICATION (check one):

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

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

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

A. Aircraft Support Services:

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

B. Airline Operations:

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

C. On-Demand Flying Services

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

4. BUSINESS REQUIREMENTS:

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

If applicable, attach a site plan and or drawings.

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

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

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

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

Name: _____ Phone number: _____

Address: _____

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

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

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

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

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

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

Please sign and date the attached Certification

CERTIFICATION:

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

Signature

Title

Date

Printed or Typed Name

Please provide all information requested on the Supporting Document form.

SUPPORTING DOCUMENTS

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

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

Please mail or deliver this application to:

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

Appendix E – Non-Commercial Self-Fueling Permit



Non-Commercial Self-Fueling Permit

Return this completed application to:

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

Applicant: _____

Authorized Representative: _____ Title: _____

Aircraft Storage Location/Hangar Address: _____

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

Type of Fueling System: ☐ Transportable Tank ☐ Refueler

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

Location of Fueling Station: _____

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

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

PERMIT LIMITATIONS:

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

NON-COMMERCIAL SELF-FUELING PERMIT

Page Two

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

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

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

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

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

Signature

Date Signed

Print Name

Airport Administration Only

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

Approved by:

Juan E. Rivera, Airport Director

Date signed

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

Manassas Regional Airport

Non-Commercial Self-Fueling Rules and Regulations

Section 1 Statement of Concept

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

Section 2 Agreement/Approval

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

Section 3 Reporting

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

Section 4 Fuel Storage

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

Section 5 General Standards ~~For~~for Refuelers

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

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

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



Minimum Standards
For
Airport Aeronautical Services and Aeronautical
Activity Operators

Manassas Regional Airport
Manassas, VA

Established by City Council:
April 28, 2025

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Definitions

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

10. Airport Layout Plan (ALP) – The current approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, building, roadways, utilities, navigation aids (NAVAIDs), etc.
11. Applicable Law – All applicable provisions of federal, state, and local laws, statutes, ordinances, rules and regulations.
12. Apron(s) – Those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.
13. At the Airport – Those areas and properties under the ownership of the City of Manassas and the Manassas Regional Airport, as depicted on the Airport’s Layout Plan, to include, but not limited to leased or franchise space.
14. Based Aircraft – Any Aircraft that remains or is housed, hangared, or tied-down at the Airport for more than 60 days in a 12-month period and which is required to have a state-issued aircraft license.
15. Building(s) – Includes the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs, and landscaping shall not be included.
16. Business – Any person, firm, general or limited partnership, corporation, trust, or association or other legal entity established for the purpose of conducting commercial enterprise at the Airport.
17. City – The City of Manassas, Virginia
18. City Council (Council) – The City of Manassas Council
19. Club Aircraft – Aircraft owned and operated by a non-profit partnership or non-profit Virginia corporation.
20. Commercial Activity – The exchange, trading, buying, hiring, or selling of goods, services, or property of any kind, or any revenue producing activity at the Airport.
21. Commercial Operating Permit – A written license issued by the Airport Director granting the right to perform aviation related business functions at the Airport.
22. Commercial Operator – An Entity engaged in Commercial Activity.
23. Commercial Vehicle – A loaded or empty motor vehicle, trailer, or semitrailer, designed or regularly used for the carrying of freight, merchandise, or more than ten passengers. Commercial Vehicles shall include buses, but shall not include vehicles used for vanpools.
24. Director – The Manassas Regional Airport Director employed by the City of Manassas.

25. Entity – A person, firm, corporation, or partnership formed for the purpose of conducting the proposed aeronautical activity.
26. EPA – The United States Environmental Protection Agency.
27. Exclusive Right – A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more persons, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.
28. Federal Aviation Administration (FAA) – The federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation
29. FAR – Federal Aviation Regulations
30. Flying Club – A nonprofit or not for profit Entity organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
31. Franchise Agreement – An agreement between an Entity and the City Council, which allows that Entity to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period in excess of five (5) years, wherein said agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.
32. Franchisee – An Entity that has been granted a Franchise Agreement at the Airport
33. Fuel – Any petroleum product used for the purpose of providing propulsion to an Aircraft.
34. Fueling Operation – Dispensing of Fuel into Aircraft.
35. Full-Service Fixed Base Operator (FBO) – An Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling, to Aircraft owners, Airport users, and Airport tenants. A Full-Service FBO shall provide Aircraft Fuel and Oil Sales and Services, Airframe and Power Plant Repair Services, as well as two (2) or more of the following Aeronautical Activities:
- A. Aircraft Charter
 - B. Aircraft Hangar Storage
 - C. Aircraft Refurbishing and/or Painting
 - D. Avionics Repairs and Sales
 - E. Flight Training and Aircraft Rental
 - F. Sale of New Aircraft Parts and Components
 - G. Sale of New and Used Aircraft
36. General Aviation – All phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

37. Instructor – Any Entity giving or offering to give instruction in the operations, construction, repair, or maintenance of Aircraft, or Aircraft power plants, and Aircraft accessories.
38. Large Aircraft – Aircraft that weigh 12,500 pounds or more maximum certified take-off weight.
39. Lease Agreement – An agreement between an Entity and the City Council, which allows that Entity to exclusively use public property at the Airport in a manner that is not permitted to the general public for a period of not more than five (5) years.
40. Lessee – An Entity that has been granted a Lease Agreement at the Airport.
41. Master Plan – The current Airport Master Plan report including the Airport Layout Plan, indicating current and proposed usage for each identifiable segment as approved by the City, State, and FAA.
42. Minimum Standards – The qualifications or criteria, which may be established by the Airport as the minimum requirements that must be met by businesses, engaged in On-Airport aeronautical activities or services in exchange for the right to conduct those activities.
43. NFPA – National Fire Prevention Association
44. Non-Commercial Operator – Any Entity or government agency which maintains a facility or provides an Aeronautical Service solely for its own benefit, and not for the benefit of the public. Such Non-Commercial Operators are specifically prohibited from conducting Aeronautical Activities or offering Aeronautical Services for sale to others.
45. Non-Commercial Self-Fueling – The dispensing of fuel into an aircraft by an owner of the aircraft from facilities and equipment that are provided by that owner.
46. Non-Franchise Tenant – This term relates to the Commercial Operating Permit issued by the Airport. An Entity not having a Franchise Agreement with the City of Manassas governing its operations, but who:
- A. Has a Lease agreement, sublease, or other agreement with the City, a sublease with a City Lessee or a Franchise holder and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - B. Uses the Airport in furtherance of its business interest and has an office, hangar, and/or storage space at the Airport.
47. Non-Tenant Operator – This term as defined relates to the Commercial Operating Permit issued by the Airport. An Entity with no established office, station, or location on Airport property and not having a Franchise or Lease agreement with the City of Manassas or an existing Franchise holder governing its operations, but who:

- 1 A. Does supply or directly provide goods, commodities, services, or facilities to the general
2 public at the Airport as a regular business activity.
3
- 4 B. Uses or enters upon the Airport in furtherance of its business interests and/or to deliver
5 persons, services or goods to customers of that business.
6
- 7 C. Non-Tenant Operator shall include, but is not limited to: limousines for hire, taxicabs,
8 transportation network company (TNC), rental car concessionaires, mobile certified
9 mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and
10 others who perform operations without permanent facilities at the Airport. A Non-Tenant
11 Operator shall not include any commercial transport engaged in providing goods,
12 commodities, or services to the Airport, any Federal, State, or local agency operating at
13 the Airport, or any Full-Service FBO, Franchise holder or Lessee of the Airport.
14
- 15 48. Operator – An Entity engaging in one or more Aeronautical Activities.
16
- 17 49. Permit – A non-negotiated agreement to provide an Aeronautical Activity or Aeronautical
18 Service.
19
- 20 50. Ramp – See Apron.
21
- 22 51. Re-Fueling Vehicle – Any Vehicle used for transporting, handling, or dispensing of Fuel,
23 oils and lubricants for Aircraft.
24
- 25 52. Repair Station – An FAA-approved facility utilized for the repair of Aircraft that may
26 include airframes, power plants, propellers, radios, instruments, and accessories.
27
- 28 53. Rules and Regulations – The specifications, conditions, and standards applicable to all users
29 of the Manassas Regional Airport and Airport facilities. The Rules and Regulations and
30 Minimum Standards are published under separate covers and are available from Airport
31 Administration upon request.
32
- 33 54. Self-Service Fueling (Commercial) – Fueling an aircraft by the pilot using pumps installed
34 for that purpose. The Fueling facility may or may not be attended by the Full-Service FBO
35 owning such facility. The use of this type of facility is not Non-Commercial Self-Fueling.
36
- 37 55. Scheduled Operations – All regularly scheduled operations of Aircraft by a duly certificated
38 air carrier (FAR 121, 125, or 135) holding an agreement with the City of Manassas for the
39 purpose of transporting passengers, mail, and/or freight whose operation is either intrastate
40 or interstate.
41
- 42 56. Shall – The words “shall”, “must”, or “will” always mean mandatory.
43
- 44 57. Small Aircraft – An Aircraft of 12,500 pounds or less maximum certified take-off weight.
45
- 46 58. Specialized Aviation Service Operations (SASO) - Entity providing a single commercial
47 activity or limited aeronautical commercial services.
48

- 1 59. Sublease – A lease granted by a Franchisee or Lessee to another Entity of all or part of the
2 franchised or leased property.
3
- 4 60. Tenant – Any Entity authorized to exclusively occupy specific premises at the Airport by
5 virtue of an Agreement with the Manassas Regional Airport.
6

Manassas Regional Airport Minimum Standards

Article 1 Introduction

Section 1.1 Purpose

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

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

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

Section 1.2 Applicability

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

Section 1.3 Amendments

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

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

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

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

Section 1.4 Existing Operators

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

Section 1.5 Waivers or Modifications

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

Section 1.6 Violations

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

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

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

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

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

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

- 1
2 9. All Full-Service FBOs/SASOs who have a Franchise Agreement or Lease Agreement, or
3 other agreement with the Airport and whose leasehold forms a part of the Airport's
4 perimeter fence, or whose leased, franchised, or otherwise assigned area is in the main
5 terminal, shall make every reasonable effort to prevent, restrict and deter unauthorized
6 access to the AOA through their leasehold.
7

8
9 **Article 3 Application and Qualifications for Full-Service FBO/SASO**
10

- 11 1. Any Entity conducting commercial business at the Airport and who desires to lease land or
12 facilities from the City requires a Franchise or Lease Agreement between the prospective
13 business and the City. Demonstration of intent to conduct a business operation at the
14 Airport shall be by application to the Director. The application shall consist of at the
15 minimum:
16
- 17 A. The proposed nature of the Business with the names of all persons including partners,
18 directors, or corporate officers and those who will be managing the Business.
19
 - 20 B. Any financial statements (may include assets, lines of credit, etc.) that are certified by
21 a CPA in accordance with Generally Accepted Accounting Principles (GAAP) that
22 demonstrates the financial ability to perform the terms of the proposed agreement.
23
 - 24 C. A listing of assets owned, being purchased, or leased, which will be used in the
25 Business at the Airport.
26
 - 27 D. Written authorization for the Director to obtain a credit report if necessary.
28
 - 29 E. Preliminary plans and dates for any improvements which the applicant intends to
30 make at the Airport as part of the activity for which approval is sought. Applicant
31 must comply with appropriate FAA, City of Manassas, and Airport requirements.
32
 - 33 F. Proof of ability to obtain liability insurance, or a certificate of insurance coverage
34 appropriate to the proposed aeronautical activity.
35
- 36 2. Requests for Permits, as needed, shall be presented to the Director. The information
37 required differs depending on the Permit.
38
- 39 3. Requests for Proposal (RFP) issued by the City for specialized services may be offered at
40 various times. These RFPs will have their own information requirements that may
41 supplement or replace those found in this section.
42

Article 4 Action on Application

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

3. Application Appeal Process.

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

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

Article 5 Full-Service Fixed Base Operators (FBO)

Section 5.1 Statement of Concept

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

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

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

Section 5.2 Subcontracting Services; Restrictions

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

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

Section 6.1 Statement of Concept

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

Section 6.2 Minimum Standards

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

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

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

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

Section 6.3 Services

A Full-Service FBO shall provide the following services:

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

Section 6.4 Facilities

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

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

- 1
2 4. A paved area that complies with the City of Manassas parking requirements for employee,
3 handicap, and patron parking.
4
5

6 **Article 7 Specialized Aviation Service Operations (SASO)**
7

8 **Section 7.1 Statement of Concept.**
9

- 10 1. The City has developed reasonable, relevant, and applicable Minimum Standards for
11 SASOs. SASOs providing the same or similar services shall equally comply with all
12 applicable Minimum Standards; however, the City will not require, without adequate
13 justification, that a SASO meet all criteria for a Full-Service FBO. SASOs shall not be
14 permitted to provide fueling services to the public.
15
16 2. Each SASO shall lease the required amount of space from the City or an existing Airport
17 tenant as specified in these Minimum Standards.
18
19 3. Each SASO shall provide the City, and keep current, a written statement of names,
20 addresses, Aircraft, and contacts of all personnel responsible for the operations and
21 management of the SASO. Each SASO will provide the City with a point-of-contact and
22 phone numbers for emergency purposes.
23

24 **Article 8 Airframe and Power Plant Repair (SASO)**
25

26 **Section 8.1 Statement of Concept**
27

28 An Aircraft Airframe and Power Plant Repair business provides one or a combination of
29 airframe, engine, and accessory repairs on Aircraft. This category shall also include the sale of
30 Aircraft parts and accessories. Usually, this type of repair is performed on the Aircraft, although
31 it may also include the bench repair of items removed from an Aircraft that are intended to be
32 replaced on that Aircraft.
33

34 **Section 8.2 Minimum Standards**
35

36 Except as otherwise provided in any Agreement between the Operator and the Airport, an
37 Operator conducting Airframe and Power plant Repair services to the public shall be required to
38 provide the following services and equipment:
39

- 40 1. The Operator under this section may provide services to a scheduled Air Carrier.
41
42 2. Maintain hours of operation sufficient to meet public demand, have on duty at least one
43 person who holds an FAA Airframe, Power Plant, or Aircraft Inspector Rating. A SASO
44 may, at its discretion, provide on-call (twenty-four (24) hours, seven (7) days a week) for
45 emergency purposes only.
46
47 3. Provide insurance coverage in amounts not less than specified in Appendix A.
48

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

Section 8.3 Facilities

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

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

Article 9 Aircraft Component Repair (SASO)

Section 9.1 Statement of Concept

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

Section 9.2 Minimum Standards

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

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

Section 9.3 Facilities

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

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

Article 10 Aircraft Rental (SASO)

Section 10.1 Statement of Concept

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

Section 10.2 Minimum Standards

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

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

Section 10.3 Facilities

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

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

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

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

Section 11.2 Minimum Standards

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

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

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

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

Section 11.3 Facilities

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

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

Article 12 Aircraft Sales (SASO)

Section 12.1 Statement of Concept

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

Section 12.2 Minimum Standards

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

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

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

Section 12.3 Facilities

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

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

Article 13 Air Charter Operations (SASO)

Section 13.1 Statement of Concept

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

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

Section 13.2 Minimum Standards

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

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

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

Section 13.3 Facilities

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

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

Article 14 Air Carrier Operations (SASO)

Section 14.1 Statement of Concept

A scheduled Air Carrier Operator engages in the business of providing air transportation (persons or property) to the general public on a scheduled service basis under 14 CFR Part 121.

Section 14.2 Minimum Standards

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

1. Be certificated under FAR Part 121.
2. Maintain sufficient hours of operation to meet public demand.

3. Employ and make available sufficient persons who holds an appropriate FAA license or certificate for the Aircraft operated.

4. Provide insurance coverage in amounts not less than specified by the City.

Section 14.3 Facilities

The Operator shall lease from the Airport, or City approved Franchisee, terminal building space that includes at a minimum:

1. Ticket Counter Space
2. Gate Space
3. Baggage Screening/Claim
4. Holdroom space
5. Ramp

Article 15 Aircraft Management Operator (SASO)

Section 15.1 Statement of Concept

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

Section 15.2 Minimum Standards

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

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

Section 15.3 Facilities

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

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

Article 16 Commercial Hangar Rental

Section 16.1 Statement of Concept

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

Section 16.2 Minimum Standards

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

1. Maintain sufficient hours of operation to meet public demand.
2. Employ one (1) person with experience and ability to provide management and maintenance of the hangar facility
3. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 16.3 Facilities

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

1. A building which will provide a minimum of two hundred (200) SF of properly lighted and heated office space and have immediate access to sanitary bathrooms.
2. A paved Apron and hangar space sufficient to tie down, park, and maneuver the Aircraft that is being stored.
3. A paved parking area that complies with City of Manassas parking requirements.

- 1
2 4. With the prior written permission of the Commission, these requirements may be satisfied
3 by a sublease of such space from an existing Full-Service FBO, Franchise holder, or
4 Leaseholder.
5

6
7 **Article 17 Commercial Operating Permit**
8

9 **Section 17.1 Statement of Concept**
10

- 11 1. Any Entity that conducts a commercial business at the Airport shall have a Franchise
12 Agreement with the City of Manassas, approved by the Airport Commission and City
13 Council or a Commercial Operating Permit that has been approved and issued by the
14 Airport Director, prior to conducting any commercial business at the Airport. Permits shall
15 be issued on an annual basis or in thirty (30) day increments.
16
17 2. A Commercial Operating Permit shall be obtained by the following categories of
18 commercial operators, prior to conducting business at the Airport:
19
20 A. A Non-Franchise Tenant: Entity not having a Franchise Agreement with the City of
21 Manassas governing its operations, but who:
22
23 i. Has a Lease agreement, sublease, or other agreement with the City, a
24 sublease with a City Lessee or a Franchise holder and supplies or directly
25 provides goods, commodities, services, or facilities to the general public at
26 the Airport as a regular business activity.
27
28 ii. Uses the Airport in furtherance of its business interest and has an office,
29 hangar and/or storage space at the Airport.
30
31 B. A Non-Tenant Operator: An Entity with no established office, station or location
32 on Airport property and not having a Franchise or Lease agreement with the City of
33 Manassas or an existing Franchise holder governing its operations, but who:
34
35 i. Supplies or directly provides goods, commodities, services, or facilities to
36 the general public at the Airport as a regular business activity.
37
38 ii. Uses or enters upon the Airport in furtherance of its business interests and/or
39 to deliver persons, services or goods to customers of that business.
40
41 iii. A Non-Tenant Operator shall include, but is not limited to, rental car
42 concessionaires, transportation network companies (TNC), mobile certified
43 mechanics, independent flight instructors, Aircraft detailers, mobile oil
44 recyclers and others who perform operations without permanent facilities at
45 the Airport. A Non-Tenant Operator shall not include any commercial
46 transport engaged in providing goods, commodities, or services to the
47 Airport, any Federal, State, or local agency operating at the Airport, or any
48 Full-Service FBO, Franchise holder or Lessee of the Airport.

Section 17.2 Procedures

1. The Airport may issue a Commercial Operating Permit only upon receipt and approval of a signed application from the Non-Franchise Tenant or Non-Tenant Operator on a form approved by the Director containing the following information:
 - A. Name of Entity, address, phone number, type of business, type and description of vehicles to be operated, if any, on Airport property.
 - B. Name of principal(s) of the applying Entity.
 - C. Name, address, and job title of the local manager, if different from the principal(s).
 - D. Provide adequate insurance and a certificate of insurance, naming the City, its employees and agents as additional insured.
2. The submission of such application by a Non-Franchise Tenant or a Non-Tenant Operator business shall constitute an express understanding and agreement by such applicant that he/she shall:
 - A. Pay all Permit fees specified.
 - B. Covenant to obey and adhere to all security requirements, Rules and Regulations of the Airport now existing or hereafter adopted.
 - C. Indemnify and hold harmless the Airport and the City, its employees and agents from any claim whatsoever arising from the Non-Franchise Tenant's or Non-Tenant Operator's business operations on Airport property.
 - D. In the case of a Non-Franchise Tenant, provide proof of a City of Manassas business license and proof of insurance coverage not less than specified in Appendix A.
 - E. In the case of a Non-Tenant Operator, not establish any office, station, or location on Airport property.
3. In the event a Commercial Operating Permit is approved and there are subsequent changes in the facts or circumstances reflected on the application, the Non-Franchise Tenant business or Non-Tenant Operator is required to file a written statement notifying the Director of the change within ten (10) calendar days from the date such change occurs.
4. Within thirty (30) calendar days after the application for a Commercial Operating Permit has been submitted to the Director, the application will either be approved or denied. In the event the application is denied, the Director shall specify in writing the grounds for denial. The applicant shall have the right to appeal as stated in Article 4, paragraph 3, ad seq.

5. A Commercial Operating Permit may be revoked by the Director for cause with five (5) calendar days written notice to the Permittee. Such notice shall be either hand-delivered or mailed by certified mail to the address stated on the application. Such revocations are subject to the appeal process as stated in Article 4, paragraph 3. Causes for revocation include, but are not limited to:

- A. Breach of any Agreement entered into with the Airport.
- B. Failure to make timely payment of any fees, fines, or other moneys due to the Airport.
- C. Violation of any law, regulation, security requirement, the Airport's Rules and Regulations or these Minimum Standards now existing or hereafter adopted.
- D. Any act or omission of the Permittee adversely affecting the Airport operations or posing a danger to the public health, safety, or welfare.

Article 18 Rental Car Business

Section 18.1 Statement of Concept

A Rental Car Business engages in the business of providing rental car services at the Airport. Off-Airport Rental Car companies are not allowed to operate on Airport property without written permission from the Airport Director.

Section 18.2 Minimum Standards

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

1. Provide makes and models of Vehicles that do not exceed two (2) years of age.
2. Maintain rental automobiles in good operating order, free from known mechanical defects, and in a clean, neat, and attractive condition, inside and out.
3. Maintain such business hours for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
4. Provide insurance coverage in amounts not less than specified in Appendix A.

Section 18.3 Facilities

1. All rental car businesses shall be located in the Passenger Terminal Building. The only exceptions are rental car companies that exclusively provide service to a FBO transient customers and no other companies, clients, tenants or passenger airline customers.
2. Rental Car companies are subject to Customer Facility Charges (CFCs).
3. Rental Car parking areas must be paved in accordance with the City of Manassas or Prince William County construction standards.
4. Rental Car companies must maintain facilities and parking spaces in a clean and orderly fashion, free from debris, and in a neat, and attractive condition, inside and out.
5. With the prior written permission of the Airport Director these requirements may be satisfied by a Franchisee who is has an approved Franchise to provide Airline Passenger Terminal Building management and services and who are authorized to collect CFCs and other rental car rents and fees.

Section 18.4 Procedures

The following procedures will remain in place until such time that rental car facilities are available in a new Airline Passenger Terminal Building.

1. Non-Franchise Tenant businesses desiring to operate as a Rental Car Business shall also comply with the following:
 - A. Pay the Airport three percent (3%) of gross receipts within thirty (30) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Franchise Tenant.
 - C. To make available to the Airport or the City, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.
 - D. Provide insurance coverage in amounts no less than specified in Appendix A.
2. Non-Tenant Operators desiring to operate as a Rental Car Business shall also:
 - A. Pay the Airport six percent (6%) of gross receipts within thirty (30) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Tenant Operator.

- 1
2 C. Make available to the Airport or the City, upon demand and at its local office, all
3 business accounts containing information related to computation of gross receipts
4 and amounts payable to the Airport.
5
6 D. Operate no vehicle on Airport premises except to pick up or deliver customers
7 holding reservations with the Non-Tenant Operator or who have returned a vehicle
8 to the Non-Tenant Operator.
9
10 E. While operating on Airport property, stop only in areas designated for use by such
11 vehicles and make no attempt to solicit business in any manner while on Airport
12 property.
13

14 15 **Article 19 Through-the-Fence Operations**

16 17 **Section 19.1 Statement of Concept**

18
19 Through-the-Fence Operations are defined as the use of Airport property by operators
20 offering an aeronautical activity on land adjacent to, or by Aircraft based on land adjacent to, but
21 not part of, the Airport property. Through-the-Fence Operations are strictly prohibited at the
22 Manassas Regional Airport.
23

24 25 **Article 20 Ultralight Operations**

26 27 **Section 20.1 Statement of Concept**

28
29 An Ultralight Operator engages in commercial ultralight operations including rental,
30 training, sales and maintenance activities.
31

32 Ultralight Operators must comply with all provisions of the Code of Federal Regulations
33 (CFAR), Part 103 and all operating directives issued by the Airport Director.
34

35 Prior to starting Ultralight Operations, the Airport will determine if this activity will
36 present or create a safety hazard to the normal operations of Aircraft arriving or departing the
37 Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the
38 Airport for such operations.
39

40 Ultralight Commercial Operators must comply with the provisions of these Minimum
41 Standards for Aircraft Rental and Flight Instructions.
42

1
2 **Article 21 Skydiving Operations**
3

4 **Section 21.1 Statement of Concept**
5

6 A Commercial Skydiving Operator engages in the transportation of persons for
7 skydiving, instruction in skydiving, and rental and sales of skydiving equipment.
8

9 Commercial Skydiving is not permitted at the Manassas Regional Airport except by
10 written consent of the Airport Director and the Airport Commission. An FAA airspace study
11 may be necessary to determine the efficiency and utility of the Airport for such operations. Prior
12 to starting Skydiving Operations, the Airport and FAA will determine if this activity will present
13 or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport.
14

Article 22 Flying Clubs

Section 22.1 Statement of Concept

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

Section 22.2 Minimum Standards

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

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

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

Section 22.3 Facilities

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

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

Article 23 Specialized Commercial Operations

Section 23.1 Statement of Concept

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

1. Non-stop sightseeing flights that begin and end at Manassas Regional Airport.
2. Crop dusting, seeding, spraying, and bird chasing.
3. Banner towing or aerial advertising.
4. Aerial photography or survey.
5. Power line or pipe line patrol.
6. Firefighting.
7. Hot air balloon or blimp operations.
8. Cargo flights.
9. Carrier Services.

Section 23.2 Minimum Standards

A Specialized Commercial Operation is required to:

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

Article 24 Commercial Use Airlines Passenger Terminal Building Development and Management

Section 24.1 Statement of Concept

Commercial Use Airlines Passenger Terminal Building Development and Management encompasses the design, construction, maintenance and operation of a Commercial Air Carrier Terminal and related facilities to service Passenger Airlines.

Section 24.2 Minimum Standards

No person or entity shall be allowed to construct and/or operate a Commercial Air Carrier Terminal for scheduled passenger airlines service unless they have a Franchise that is approved by the City.

Section 24.3 Facilities

1. The Commercial Airline Developer shall lease from the Airport sufficient land to build a passenger terminal building. The minimum terminal building land lease shall be two (2) acres.
2. The new terminal building must be no less than 43,345 square feet at a minimum, and must provide for gate space, ticketing/check-in, holding rooms, concession space, baggage screening/claim, circulations, airlines offices, passenger screening, Federal Inspection Services (FIS), airport operations, bathrooms, and building systems.
3. In addition to a land lease for the terminal building, the Developer shall also lease Ramp Space to accommodate the number of gates and aircraft that will service the terminal building. The minimum land lease for ramp space shall be 3.7 acres.
4. The Developer shall also lease sufficient land from the Airport for automobile parking for employees and passengers. The minimum land lease for automobile parking shall be 12.6 acres.

Appendix A - Insurance Matrix

Minimum Standards Insurance Requirements

Insurance Matrix

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

Annual Review

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

Additional Requirements

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

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

Minimum Requirements

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

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

Page 1 of 6

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

**All ancillary coverages must be listed under the policy.
The City of Manassas shall be named as an Additional Insured on ALL policies. A separate endorsement must be provided.

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

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

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

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

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

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

Page 4 of 6

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

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

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

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

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

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

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Appendix B – Rates, Fees, and Charges Schedule

ORDINANCE #O-2024-20

First Reading: May 13, 2024
Second Reading: June 10, 2024
Enacted: June 10, 2024
Effective: July 1, 2024

AN UNCODIFIED ORDINANCE ESTABLISHING THE MANASSAS REGIONAL AIRPORT FEE AND RENT SCHEDULE EFFECTIVE JULY 1, 2024

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

WHEREAS, the City Council has approved transitioning the Manassas Regional Airport to a Commercial Service Airport and Landing Fees, Passenger Facility Charges (PFC), and Remain Overnight (RON) ramp fees will be determined in accordance with FAA policies and regulations, and to cover the operating expenses of the airport; and

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

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

BE IT ORDAINED that, by the City Council of the City of Manassas, Virginia, meeting in regular session this 13th day of May, 2024, Ordinance #O-2022-17 is repealed effective July 1, 2024 and that the following fee schedule is established effective July 1, 2024.

Airport I.D. Badge Fees	
New & Renewal AOA Badge	\$20.00
New & Renewal SIDA Badge	\$35.00
Unreturned Badge Fee	\$200.00
1st Lost or Stolen Badge Replacement	\$100.00
2nd Lost or Stolen Badge Replacement	\$150.00
3rd Lost or Stolen Badge Replacement	\$200.00
Car Rental Company Fees	
Annual Non-Franchise Operator	\$10.00
Annual Non-Tenant Operator	\$20.00
Commercial Operating Permit Fees	
Annual Non-Franchise Operator	\$25.00
Annual Non-Tenant Operator	\$680.00
Conference Room Cleaning Fee	\$150.00
Crop Dusting Permit fee (per day)	\$25.00

Fuel Flowage Fees	
Non-Commercial Fuel Flowage Fee (per gallon)	\$0.13
Security Surcharge (per gallon)	\$0.02
Hangar Rent – East Side	
Monthly Storage Unit	\$210.00
Monthly 40' Unit	\$360.00
Monthly 42' Unit	\$408.00
Monthly 42' End Unit	\$505.00
Monthly 45' Unit	\$435.00
Monthly 48' Unit	\$505.00
Monthly 48' End Unit	\$560.00
Hangar Rent – Box Hangars	
Monthly 50' by 60' Unit	\$1,500.00
Monthly 60' by 60' Unit	\$2,000.00
Hangar Rent - West Side	
Monthly End Unit	\$385.00
Monthly Regular Unit	\$335.00
Landing Fees¹ (Per 1,000 lbs. of MLW)	TBD
Late Fees	
East and West T-Hangars (non-commercial)	\$30.00
Tie-Downs (Single and Twin Engine)	\$10.00
Hangar Lockout	\$100.00
Key Replacement Fee	\$50.00
Callout Fee	\$50.00
Nightly Blimp Tie-Down Fee	\$75.00
Passenger Facility Charge³ (PFC)	TBD
Remain Overnight (RON) Ramp³ Fee	TBD
Special Event Fee (per day)	
Full Day	\$800.00
Half Day	\$400.00
Hourly	\$125.00
Special Events – Late Application	
Full Day	\$100.00
Half Day	\$50.00
Hourly	\$25.00
Special Media Permit Fee	
Photo (per day)	\$250.00
Movie (per day)	\$500.00
Security Fees	
Fingerprinting Fee (per applicant)	\$30.00
Background Check (per applicant)	\$30.00
Airfield Vehicle Sticker (AOA)	\$10.00
Terminal Office Space (per sq. ft.)	\$36.58
Tie-Down Rent	

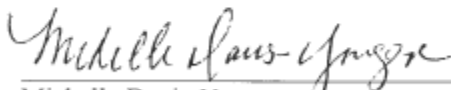
Monthly Single Engine	\$80.00
Monthly Twin Engine	\$90.00
Vehicle/Pedestrian Deviation	
Vehicle/Pedestrian Deviation – 1 st Offense	\$250.00
Vehicle/Pedestrian Deviation – 2 nd Offense	\$500.00
Vehicle/Pedestrian Deviation – 3 rd Offense	\$1,000.00

¹Landing Fee Exemptions.

1. Aircraft under 12,500 lbs.
2. Based Aircraft
3. An aircraft that departs from the airport for another destination and is forced to return and land at the airport because of meteorological conditions, mechanical or operating causes or for any similar emergency or precautionary reason.
4. Any aircraft owned and operated by the United States government and its agencies, non-commercial aircraft owned and operated by foreign governments on a flight authorized by the Department of State, or commercial aircraft on a flight dedicated to carrying foreign heads of state and not operating as a commercial flight.
5. Non-revenue, test flights approved by the Airport Director that may be required to meet operational safety or Federal Aviation Administration (FAA) certification requirements.
6. The Airport Director may waive landing fee payments, in his or her discretion, for medical, charity or non-profit events, on an infrequent basis.

²Remain Over Night (RON) for airlines is defined as the period of 8:00 PM to 6:00 AM.

³Per Enplaned Passenger; PFC based on FAA approved projects only.



Michelle Davis-Younger
 On behalf of the City Council
 Of Manassas, Virginia
 ATTEST:

Mayor



 Eric W. Smith City Clerk

Appendix C – Commercial Operating Permit



Commercial Operating Permit

Return this completed application to:

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

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

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

Phone number () _____ (Home)

Phone number () _____ (Office)

Name of Principal:

Name of Local Manager:

Check one:

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

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

1. Services Authorized to be Performed

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

“Services”: _____

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

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

2. Location for the Performance of Services

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

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

_____.

3. Fees

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

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

4. Term

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

5. Assignment and Sale

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

6. Valid Sublease

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

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

This section does not apply to non-tenant businesses.

7. Liabilities

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

8. Rules and Regulations and Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Rules and Regulations. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Airport Rules and Regulations.
- b. Permittee shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

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

10. Rights Non-exclusive

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

11. Notice

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

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

To Permittee: _____

12. Insurance

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

13. Certification

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

PERMITTEE

BY: _____ DATE: _____

AIRPORT ADMINISTRATION USE ONLY

Insurance Certificate Received ☐ Yes ☐ No ☐ N/A

Payment Received ☐ Yes ☐ No ☐ N/A

Permit approved:

BY: _____ DATE: _____

Juan E. Rivera, Airport Director

COMMERCIAL OPERATING PERMIT

FEE SCHEDULE

Commercial Operating Permit

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

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

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

Car Rental Companies

A. Non-Franchise Tenant

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

B. Non-Tenant Operator

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

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



Appendix D – Airport Franchise and Lease Application

Airport Franchise and Lease Application

Return this completed application to:

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

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

Type or Print Application Clearly

DATE: _____ 20____

1. APPLICANT INFORMATION

NAME: _____
Name of individual completing this application

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

PHONE NUMBER: () _____ () _____
Work Home

FACSIMILE: () _____ E-mail: _____

SOCIAL SECURITY NO: _____ CITIZENSHIP: _____

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

NAME OF COMPANY/BUSINESS: _____

WEB SITE: _____

PRESIDENT/PARTNERS: _____
Name(s)

FEDERAL TAX I.D. NUMBER: _____

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

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

DESCRIBE NATURE OF PRESENT BUSINESS:

PREVIOUS BUSINESS ADDRESS:

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

NAME OF PREVIOUS LANDLORD: _____

PHONE NUMBER OF PREVIOUS LANDLORD: () _____

LENGTH OF OCCUPANCY: _____ (months)

REASON FOR MOVE: _____

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

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

2. PURPOSE OF APPLICATION (check one):

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

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

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

A. Aircraft Support Services:

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

B. Airline Operations:

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

C. On-Demand Flying Services

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

4. BUSINESS REQUIREMENTS:

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

If applicable, attach a site plan and or drawings.

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

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

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

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

Name: _____ Phone number: _____

Address: _____

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

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

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

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

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

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

Please sign and date the attached Certification

CERTIFICATION:

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

Signature

Title

Date

Printed or Typed Name

Please provide all information requested on the Supporting Document form.

SUPPORTING DOCUMENTS

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

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

Please mail or deliver this application to:

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

Appendix E – Non-Commercial Self-Fueling Permit



Non-Commercial Self-Fueling Permit

Return this completed application to:

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

Applicant: _____

Authorized Representative: _____ Title: _____

Aircraft Storage Location/Hangar Address: _____

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

Type of Fueling System: ☐ Transportable Tank ☐ Refueler

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

Location of Fueling Station: _____

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

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

PERMIT LIMITATIONS:

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

NON-COMMERCIAL SELF-FUELING PERMIT

Page Two

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

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

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

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

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

Signature

Date Signed

Print Name

Airport Administration Only

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

Approved by:

Juan E. Rivera, Airport Director

Date signed

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

Manassas Regional Airport

Non-Commercial Self-Fueling Rules and Regulations

Section 1 Statement of Concept

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

Section 2 Agreement/Approval

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

Section 3 Reporting

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

Section 4 Fuel Storage

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

Section 5 General Standards for Refuelers

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

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

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

MOTION:

April 28, 2025
Regular Meeting
Res. No. R-2025-770

SECOND:

RE: RESOLUTION RECOMMENDING APPROVAL OF A LANDSCAPE GRANT FOR 9403 BATTLE STREET

WHEREAS, the City Council has established a Façade and Landscape Grant program to support property owners in making improvements to real property; and

WHEREAS, the owner of 9403 Battle Street is making qualified improvements to their real property; and

WHEREAS, funds have been appropriately budgeted and this project meets the program eligibility criteria.

NOW, THEREFORE, BE IT RESOLVED that the Manassas City Council does hereby recommend approval of a landscape grant for 9403 Battle Street in the amount of \$6,265.00.

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

ATTEST:

Eric W. Smith II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:



**City of Manassas
Economic Incentive Application
Landscape Improvement Grant**

This information is considered confidential and privileged information. It is exempt from the Virginia Public Records Act pursuant to the exemptions for individual tax returns of persons or entities subject to income, estate, personal property, or business license taxes.

Applicant/Company Information

1. Company Name Carmello's
Contact/Title Alice Pires
Address 9403 Bath
Phone 703-401-5289 Fax _____
E-Mail Alice@carmellos.com
2. Project location
Address (if different from above) _____

3. Is the project located in one of the following areas of interest? (Check if applicable)
☒ Downtown/Old Town Manassas ☐ Sudley Road/Hospital
☐ Mathis Ave/Rt. 28 ☐ Manassas Gateway
4. What is your project start date? 4/21/2025

5. Project Description

Landscaping Improvement to Monza
Garden Patio

6. Eligible Improvements, check all that apply:

- | | |
|---|--|
| ☒ Professional landscape designs | ☐ Installation, repair or replacement of exterior signage |
| ☒ Professional installation | ☐ Public art |
| ☐ Installation of irrigation meter (reuse meters and service water if available) | ☐ Removal/replacement of inappropriate or incompatible plant materials |
| ☐ Installation of irrigation system | ☒ Screening of service and maintenance areas when visible from adjacent public areas |
| ☒ Plant material | ☒ Up to 15% contingency may be reimbursed, as based on contractor's estimates |
| ☒ Mulch | ☐ Other |
| ☐ Hardscape plazas (where appropriate in pedestrian areas) | _____ |
| ☒ Decorative walls, fencing and planters | _____ |
| ☐ Decorative (up) lighting and associated installation of electrical | |
| ☐ Improvements in response to code violations* | |

7. Required attachments:

- ☐ Photographs of the current landscape indicating the area(s) to be improved
- ☒ Drawings or renderings (or detailed description) of proposed improvements
- ☐ Schedule of completion
- ☒ Cost estimates or quotes from selected contractor(s).



Proposal

MONZA
9403 BATTLE STREET
MANASSAS, VA 20110

Sales: Garrett Knobl
Monza-EST5202611-Landscaping
9403 Battle Street Manassas, VA 20110

Est ID: EST5202611
Date: Mar-17-2025

Email: alice@carmellos.com
Phone: 7034015289

We propose to furnish labor and material - complete in accordance with the specifications below and subject to conditions found in this agreement by Wewerka Construction Management Inc.

Hardscaping	\$4,750.00
--------------------	-------------------

Perform the layout of the landscape plan, including the following activities:

- **DEMOLITION** of [approximately 95 square feet of existing hardscape materials for plant beds and plants as necessary]
- **REMOVALS** of [existing hardscape materials for plant beds and plants as necessary]
- **TRANSPLANTS** including [4 sky-pencil hollies, 5 rose bushes, and 3 azaleas]

We propose to furnish and install new [**brick patio**] with a 45° angle corner at the plant bed by the garage corner, and new [**brick borders**] at the 45° angle corner and at the new street-side plant bed. The area to be covered will be approximately [35] square feet. The existing bricks will be re-used for the installation.

Specifications:

Brick Type: Existing brick

Brick Patio Pattern: Existing pattern

Brick Border Pattern: Existing style

Arborvitae Plantings	\$10,000.00
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We propose to furnish and install plantings as per the provided drawings. The scope of work includes:

- Layout: Detailed arrangement of plants as indicated in the drawings.

Wewerka Landscape
10669 Wakeman Ct., Suite 101
Manassas, VA
20110

P.5717196503

www.wcmlandscape.com
wewerka@wewerkalandscape.com

page 1 of 5

- Soil Amendments: Application of fertilizer and compost to enhance soil quality.
- Herbicide Treatment: Application of pre-emergent herbicide to prevent weed growth.
- Mulching: Installation of [**brown double-shredded hardwood**] mulch to retain moisture and suppress weeds.
- Watering: One-time watering of all newly installed plantings.
- Clean-Up: Thorough clean-up of the work area upon completion.

The plan includes 7ft tall arborvitae along the sidewalk and edge of the patio. 8ft tall arborvitae is \$2,850 more.

Substitutions: Substitutions for plant materials may be made at the discretion of Wewerka due to availability at the time of installation, with prior approval from the homeowner.

Note: Drawings are conceptual; planting locations will be adjusted in the field based on actual conditions at the time of installation, at the discretion of the designer.

22 EA	Thuja Occidentalis Emerald Arborvitae 7ft. Height #25-30 Container	\$325.11	\$7152.42
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Other Courtyard Plantings \$4,040.00

We propose to furnish and install plantings as per the provided drawings. The scope of work includes:

- Layout: Detailed arrangement of plants as indicated in the drawings.
- Soil Amendments: Application of fertilizer and compost to enhance soil quality.
- Herbicide Treatment: Application of pre-emergent herbicide to prevent weed growth.
- Mulching: Installation of [**brown double-shredded hardwood**] mulch to retain moisture and suppress weeds.
- Watering: One-time watering of all newly installed plantings.
- Clean-Up: Thorough clean-up of the work area upon completion.

Labor and pricing also includes the creation of an herb garden at the center plant bed, and annual flower rotations. The herbs and annuals will be approved by the client before planting.

Substitutions: Substitutions for plant materials may be made at the discretion of Wewerka due to availability at the time of installation, with prior approval from the homeowner.

Note: Drawings are conceptual; planting locations will be adjusted in the field based on actual conditions at the time of installation, at the discretion of the designer.

4 EA	Paeonia Lactiflora Karl Rosenfield Peony #2 Container	Perennials	\$39.01	\$156.04
25 EA	Salvia Sylvestris Blue Hills #1 Container	Perennials	\$15.61	\$390.25
3 EA	Rosa X Radtko Double Red Knock Out Rose #3 Container	Deciduous Shrubs	\$37.71	\$113.13
6 EA	Polystichum Acrostichoides Christmas Fern #1 Container	Perennials	\$18.21	\$109.26
6 EA	Dryopteris Erythrosora Brilliance Autumn Fern #1 Container	Perennials	\$18.21	\$109.26
3 EA	Athyrium Niponicum var. Pictum Japanese Painted Fern #1 Container	Perennials	\$18.21	\$54.63
4 EA	Astilbe X Arendsii Fanal Astilbe #1 Container	Perennials	\$15.61	\$62.44

Wewerka Landscape
10669 Wakeman Ct., Suite 101
Manassas, VA
20110

P.5717196503

www.wcmlandscape.com
wewerka@wewerkalandscape.com

page 2 of 5

3 EA	Astilbe X Japonica Deutschland Astilbe #1 Perennials Container		\$15.61	\$46.83
4 EA	Hosta Patriot Plantain Lily #1 Container	Perennials	\$14.30	\$57.20
4 EA	Hosta June Plantain Lily #1 Container	Perennials	\$20.81	\$83.24
1 EA	Herb Garden	Herbs	\$688.47	\$688.47
1 EA	Annuals	Annuals	\$688.47	\$688.47
Porch				\$29,380.00

We propose to complete the following work on the porch. The scope of work includes:

- New Porch Screens and Trim
 - Remove existing screens and any damaged or outdated trim.
 - Install new, durable porch screening to restore protection against insects and debris.
 - Install new trim to securely hold the screens in place, matching the style of the existing structure where applicable.
- Reflooring with Pavers
 - Remove the existing flooring as needed.
 - Prepare the sub-surface to ensure a level, stable foundation.
 - Install new pavers, selected by the client, with proper spacing and joint filling.
 - Ensure proper drainage and alignment for durability and safety.
- Replacement of Rotten Exterior Wood
 - Conduct a thorough inspection of all exposed wood surfaces around the porch.
 - Remove and dispose of all rotted or damaged wood components.
 - Replace with treated lumber or equivalent rot-resistant material to ensure structural integrity and longevity.
 - All new wood will be prepared for finishing (sanded and primed as needed).
- Finishing and Cleanup
 - Apply caulk to all necessary seams, joints, and edges to seal and protect the work area.
 - Paint all newly installed wood and trim to match or coordinate with the existing color scheme (or as specified by the client).
 - Perform a final walkthrough and site cleanup.

Estimate Total	\$48,170.00
-----------------------	--------------------

LIMITED WARRANTY

Wewerka Landscape
10669 Wakeman Ct., Suite 101
Manassas, VA
20110

P.5717196503

www.wcmlandscape.com
wewerka@wewerkalandscape.com

page 3 of 5

We guarantee materials and workmanship on landscape construction for one full year, provided work was completed in accordance with contract and bill has been paid in full.

We guarantee the plants we sell to be true to name, free from disease and insects, and to be sound and healthy at the time of sale. We will replace once, or give credit for, any tree or plant (with the exception of those listed below) which fails to survive for one (1) year from date of planting, providing bill has been paid in full and in accordance with contract, and providing the plants have received proper care from the owner. Proper care shall include (but not be limited to) watering, feeding, weeding and spraying for disease and insect control. The guarantee does not cover losses due to drought, storms, severe winter, mechanical injury, vandalism or other factors beyond our control.

All replacements will be made at the discretion of Wewerka Construction Management. Guarantee will be limited to the purchase price of the plant or tree.

Not Guaranteed: Annuals, perennials, roses, plants in tubs or raised boxes, seeding, sodding, or transplanting.

Claims: Any claims or complaints must be made in writing before the end of the guarantee period. A copy of the contract must accompany a request for adjustment or replacement.

Concealed Contingencies: An extra charge will be made for all concealed contingencies such as rock encountered in excavation, removal of pipe and electrical lines in pits, poor drainage situations, or any other concealed contingencies not apparent in estimating the material and work specified.

ALL INVOICES FOR WORK COMPLETED ARE DUE AND PAYABLE UPON RECEIPT. Invoices not paid within 15 days of date of invoice will be charged 1-1/2% per month for an annual percentage rate of 18%.

Arbitration: All claims or disputes arising out of this contract shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. Notice of the demand for arbitration shall be filed in writing with the other party to this contract and with the American Arbitration Association, and shall be made within a reasonable time after the dispute has arisen. Said proceedings shall take place in the Washington, DC metropolitan area. The award rendered by the arbitrator shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

Cost of Arbitration: In the event an award is made in arbitration as a result of an arbitration demand filed in accordance with this contract, the losing party shall pay to the prevailing party the prevailing party's cost, including a reasonable attorney's fee, of presenting its position in the arbitration and in any proceeding required to enforce the arbitral judgment in its favor.

Liability Insurance: We shall maintain such insurance as will protect us from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from our operations under this contract.

NOTE: This contract and attached plant lists supersede any and all plans, and any and all oral conversations between customer/owner and sales representative and/or architects. This contract should not be signed in blank and you are entitled to a copy of the contract at the time you execute it. This proposal may be withdrawn by us if not accepted within 15 days.

Respectfully submitted,

WEWERKA CONSTRUCTION MANAGEMENT, INC.

VA Class A# 030990, MD HIC #6361

Wewerka Landscape
10669 Wakeman Ct., Suite 101
Manassas, VA
20110

P.5717196503

www.wcmlandscape.com
wewerka@wewerkalandscape.com

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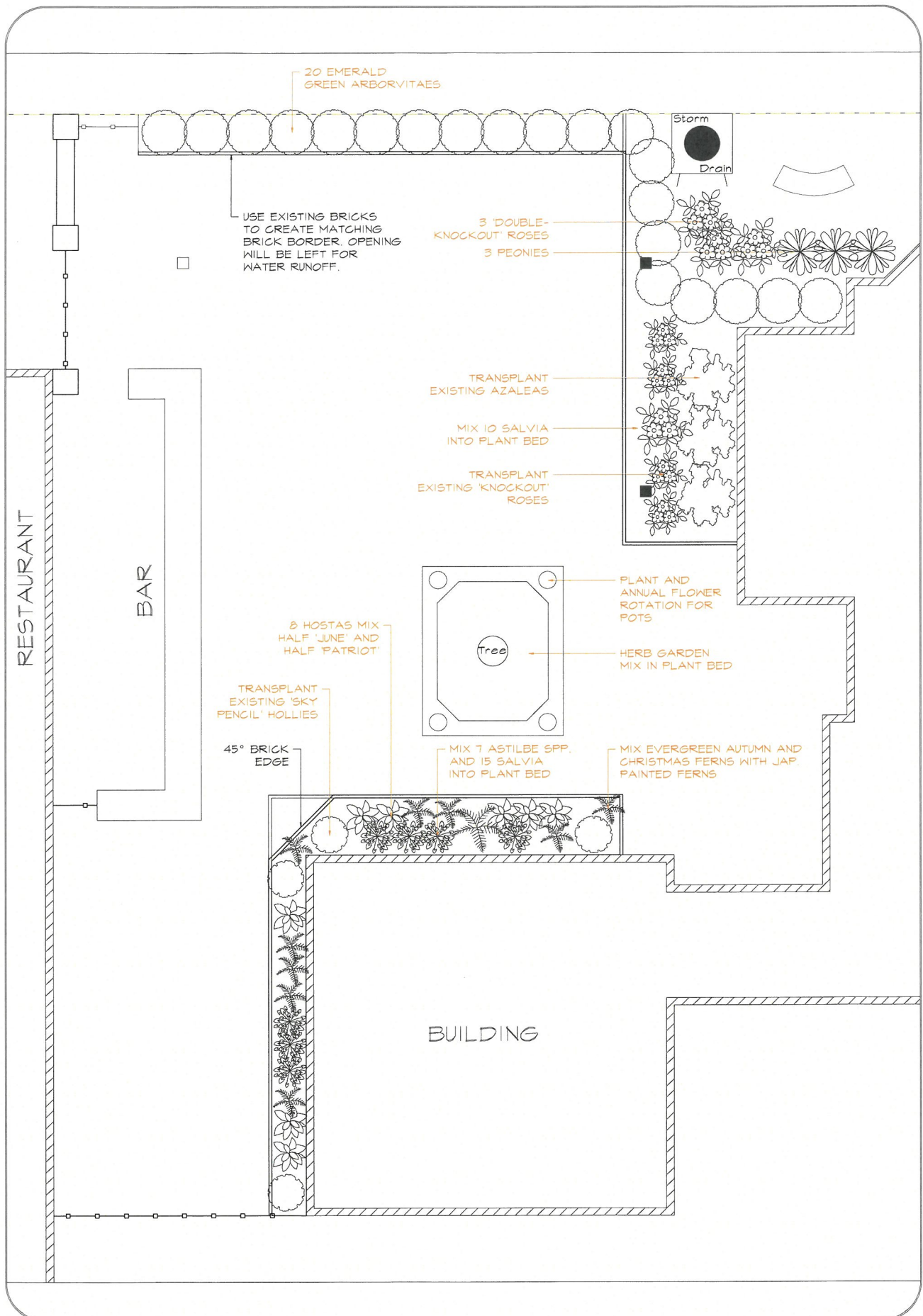
Contractor: 
Garrett Knobl

Client: _____

Signature Date: 04/01/2025

Signature Date: _____

Email: Garrett@wewerkalandscape.com





City Council Agenda Item Report

Agenda Item No. 6.1
Submitted by: Eric Smith
Submitting Department: City Attorney
Meeting Date: April 28, 2025

Item Title

Resolution R-2025-766 Authorizing a Closed Meeting
(Staff: Craig Brown, City Attorney)

Suggested Action and/or Recommendation

Approve Resolution R-2025-766 Authorizing a Closed Meeting.

Suggested Motion

Item Type Authorize a Closed Meeting
Submitting Department City Attorney
Meeting Body City Council

Item ID 2025-766
Drafter Eric Smith
Meeting Date April 28, 2025

ATTACHMENTS

- [R-2025-766 Authorize A Closed Meeting](#)

MOTION:

April 28, 2025
Regular Meeting
Res. No. R-2025-766

SECOND:

RE: RESOLUTION AUTHORIZING A CLOSED MEETING OF CITY COUNCIL

WHEREAS, it is necessary for the City Council of the City of Manassas to discuss the qualifications of applicants for appointment to City boards and commissions; and,

WHEREAS, pursuant to Virginia Code §§ 2.2-3711 (A) (1) these discussions may take place in a duly convened closed meeting of City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Council hereby authorizes the discussion of the qualifications of applicants for appointment to City boards and commissions in a closed meeting of the Council.

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

ATTEST:

Eric W. Smith, II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:



City Council Agenda Item Report

Agenda Item No. 7.1
Submitted by: Eric Smith
Submitting Department: City Attorney
Meeting Date: April 28, 2025

Item Title

Resolution #R-2025-768 Certifying a Closed Meeting
(Staff: Craig Brown, City Attorney)

Suggested Action and/or Recommendation

Approve Resolution R-2025-768 Certifying a Closed Meeting

Suggested Motion

Item Type Certify a Closed Meeting
Submitting Department City Attorney
Meeting Body City Council

Item ID 2025-768
Drafter Eric Smith
Meeting Date April 28, 2025

ATTACHMENTS

- [R-2025-768 Certify The Closed Meeting](#)

MOTION:

April 28, 2025
Regular Meeting
Res. No. R-2025-768

SECOND:

RE: RESOLUTION CERTIFYING A CLOSED MEETING OF CITY COUNCIL

WHEREAS, immediately prior to this Resolution the City Council of the City of Manassas adjourned into a closed meeting in accordance with the provisions of the Virginia Freedom of Information Act; and,

WHEREAS, the Freedom of Information Act requires a certification by City Council that such closed meeting was conducted in the manner required by law.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Manassas, Virginia that the Council hereby certifies that to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the City Council.

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

ATTEST:

Eric W. Smith II City Clerk

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0028-155-342	125414	City of Manassas

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the CITY OF MANASSAS, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project and the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* (“LAP Manual”), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY’S commitment to provide local funding for the Project as contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations or policies.
- c. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

- g. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes ineligible for state reimbursement, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950) as amended, or other applicable provisions of state law or regulations.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of state-aid reimbursements
- j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
- k. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.
- b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
- c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a. and 3.a.
- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

- e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
 5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
 6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
 9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise

agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

10. Prior to any action pursuant to paragraphs 2.b or 2.h of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY'S breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
12. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.
13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

The remainder of this page is BLANK

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CITY OF MANASSAS, VIRGINIA:

Signature Date

City Engineering Director
Title

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Angel Deem

Signature Date
Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A
Appendix B

Appendix A - Locally Administered

Version: Original

Prepared Date: 11/13/2024

Project Details

UPC: 125414 State Project #: 0028-155-342 CFDA #: 20.205 Locality UEI #: EUD6N1LLGKM5

Locality: City of Manassas Address: 8500 Public Works Drive, Manassas, VA 20110

Work Description: #SGR25LP - 2 WB LANES CHURCH ZEBEDEE TO WEST ST Project Location (Zip +4) 20110-5414

Project Points of Contact

Locality Project Manager

Name: Steven Schrank
Phone: 703-257-8347
Email: sschrank@manassasva.gov

VDOT Project Coordinator

Name: Sofia Pinedo
Phone: 703-259-1724
Email: sofia.pinedo@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$25,500	\$0	\$420,351	\$445,851
Estimated VDOT Project Oversight	\$6,000	\$0	\$3,000	\$9,000
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$31,500	\$0	\$423,351	\$454,851

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
SGR	\$454,851	0%	\$0	\$454,851	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Funding Totals	\$454,851		\$0	\$454,851	\$445,851

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official

Date

Lance Kilby

Printed Name of Locality Official

City Engineering Director

Title of Locality Official

Authorized VDOT Official

Date

Kurt Kuppert

Printed Name of VDOT Official

Urban Program Manager

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Locally Administered State-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0028-155-342	125414	City of Manassas

SMART SCALE

Administration of this Project, including but not limited to Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide*.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

Authorized Locality Official Signature and Date

Printed Name of Locality Official