



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

AGENDA

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, June 15, 2023

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

Pledge of Allegiance (Stand)

1. Approval of Minutes

1.1 Approval of Meeting Minutes for May 18, 2023
[Commission Minutes May 18, 2023.docx](#)

2. Review of Expenses

2.1 Review of Expenses
[BII Sheet as of 6-9-2023.xlsx](#)

3. Comments from the Public

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

4. Airport Director's Report

- 4.1 **Airport Director's Report**
[Airport Director's Report June 2023.docx](#)
- 4.2 **Tie-down, Hangar Occupancy Report & Citizen's Monthly Noise Report**
[May 2023 Tie-Down Occupancy.pdf](#)
[May 2023 Hangar Occupancy.pdf](#)
[May 2023 Noise.pdf](#)
- 4.3 **Revenue, Expenditure and Aging Report**
[Revenue Report As of 6-9-2023.xlsx](#)
[Expense Report as of 6-9-2023.xlsx](#)
[Aging as of 6-8-2023.xlsx](#)

5. **Presentations**

6. **Old Business**

- 6.1 **Discuss provisions of all proposals received for RFFP No. 2023F001 for Terminal Building Development and Ground Lease and make a recommendation to City Council (Mr. Juan Rivera, Director, 10 Minutes).**
[Agenda Statement - June 15 - Review Proposals Received from RFFP No. 2023F001 and Make a Recommendation to City Council.docx](#)
- 6.2 **Election of Airport Commission Chair and Vice Chair for FY 2024, from July 1, 2023 to June 30, 2024 (Mr. Richard Seraydarian, 5 minutes)**
[Agenda Statement - June 15 - Vote for Chair and Vice Chair.docx](#)

7. **Consent Agenda**

8. **Committee Reports (If Available)**

- 8.1 **Airport Operations Committee Report (Mr. John Snider, 10 minutes)**

9. **New Business**

- 9.1 **Review and make a recommendation to City Council of a Consent and Estoppel Agreement between to City of Manassas and HEF JPC Hangar (Mr. Juan Rivera, 5 minutes)**
[Agenda Statement - June 15 - Approval of a Consent and Estoppel Agreement.docx](#)

[BackUp for Item 9.1 - Draft CONSENT AND ESTOPPEL AGREEMENT for HEF JPC Hangar LLC 6.7.2023.docx](#)

- 9.2 Review and make a recommendation to the City Council of a proposed 2nd Amendment of the Franchise between the City and HEF JPC Hangar that would add an additional use to the leased premises
(Mr. Juan Rivera, 5 minutes)**
[Agenda Statement - June 15 - Approving Additional Land Uses for Franchise between the City and HEF JPC Hangar LLC.docx](#)
[Back Up for Item 9.2 - Lot N-4 Amendment No 2 JER 6.7.2023.doc](#)

10. Information Items

11. City Council Liaison Comments

12. Commission Comments

Adjournment



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

MINUTES

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, May 18, 2023

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

Airport Personnel in Attendance: Juan E. Rivera (Airport Director); Jolene Berry (Sr. Operations); Patty Bibber (Secretary)

Chairman Seraydarian called the meeting to order at 7:00 p.m.

Pledge of Allegiance

1. Approval of Meeting Minutes

Vice Chairman Snare MOVED to approve the minutes for the April 20, 2023 meeting, SECONDED by Member Goodie and CARRIED UNANIMOUSLY

2. Review of Expenses
No Comments

3. Comments from the Public

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

4. Airport Director's Report
 - 4.1 New Airport Maintenance Supervisor Mr. Gary Moore was introduced and gave a brief description of his working career.
 - 4.2 Attended the SE Chapter AAAE. The following were highlights: a) PFAS (Polyfluorinated Substance); b) New AFFF to F3/FAA has issued a transition plan; c) Memphis built a centralized deicing facility for FEDEX/Cost \$309 million and covers 73 acres.
 - 4.3 Due to re-organization Mr. Rivera will now report to the City Manager Pat Pate.
 - 4.4 Reminder that the Ford Tri-Motor will be at the Airport on June 8th thru June 11th. Sponsored by the EAA. Rides will be available.
 - 4.5 Mr. Rivera will be out of the office next week starting on Wednesday attending a conference in Staunton and then taking some annual leave. Mrs. Jolene Berry will be available in his absence if anything is needed.

5. Presentations

- 5.1 Post Open House Presentation (Ms. Jolene Berry, Sr. Operations)

6. Old Business

7. Consent Agenda

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

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

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

8. Committee Reports (If Available)

- 8.1 Airport Operations Committee Report (Mr. John Snider, 5 minutes)
Open House was a great event for the airport and community.

9.

New Business

- 9.1 Nominations were taken for FY 2024 Chairman & Vice Chairman for the Airport Commission.
Vice Chairman Ross Snare was nominated for Chairman

Member Snider MOVED to nominate Vice Chairman Ross Snare for position of Chairman of the Airport Commission, SECONDED by Member Goodie and CARRIED UNANIMOUSLY

9.2

John Snider was nominated for Vice Chairman.

Member Snare MOVED to nominate Member Snider for position of Vice Chairman of the Airport Commission, SECONDED by Member McGhee and CARRIED UNANIMOUSLY

No other nominations were brought forth.

Approved request for Franchise Proposal (RFFP) for Terminal Building Development and Ground Lease for the Provision of Passenger Airline Service.

- 9.3 Member Snare MOVED to approve the Franchise Proposal (RFFP) for Terminal Building Development and Ground Lease for the Provision of Passenger Airline Service, SECONDED by Member Pigeon and CARRIED UNANIMOUSLY

- 9.4 Established a Review Committee for the RFFP. Committee appointees are Ross Snare, John Snider, Rich Seraydarian, Bill Cabrera.

10.

Information Items

- 10.1 Appreciation Reception for Chairman Richard Seraydarian and Member Howard Goodie on June 15th at 5:30pm.

11.

City Council Representative Comments

- 11.1 Council Woman Theresa Ellis-Coates commented on how great the planning is on the RFFP has gone and Juan Rivera keeping the City Council updated. It was also mentioned that the Open House was an awesome event.

12. Commission Comments
15.1 No comments

Member Snare MOVED to adjourn the meeting. SECONDED by Member Goodie and CARRIED UNANIMOUSLY.

Meeting adjourned at 8:04 PM.

Secretary

Chairman

Date

Bill Sheet as of 6/9/2023

Vendor	Description	Net Amount
AMERICAN DISPOSAL SVCS, INC	Trash Pickup	942.96
AP ONE TIME PAY	Refund open house donation	480.00
ASSOCIATED BUILDING MAINTENANCE	Janitorial Services	9,481.74
AUSTIN ELECTRICAL CONST INC	Beacon repair	2,141.85
CHRISTOPHER M CHANDLER	PA System/Speakers/Music for Open House	2,850.00
CINTAS CORP. #145	Tower Mats/Misc Supplies	658.66
CINTAS FIRST AID & SAFETY	Medical Boxes	33.47
ESPINA PAVING INC	Concrete Improvements	27,850.00
ISLAND BALLOONS INC	Balloon for Open House	5,000.00
JEFFREY D HEITHOFF	Construction Phase Services	2,490.00
KEN WEEDEN & ASSOC INC	Three Year DBE Program/Update DBE Program Admin	4,902.00
KEN WEEDEN & ASSOC INC	Public Consultation/Uniform Report	1,678.00
MANASSAS CITY PUBLIC SCHOOL	Bus Shuttling for Open House	3,331.69
MISTRAS GROUP INC	Pump Test Foam	300.00
PIEDMONT MEDIA LLC	Acct # 330319 Open House Ad	191.50
PR WM CNTY	Moor Green Real Estate Pcl Lot 63	61.25
PR WM CNTY	Moor Green Pcl L	61.25
REYNOLDS SMITH & HILLS INC	4/28/23 Master Plan Update	30,713.70
SECURADYNE SYSTEMS INTERMEDIATE LLC	Pole Camera Replacement	16,019.96
SECURADYNE SYSTEMS INTERMEDIATE LLC	Customs Security Camera Installaion	4,788.56
THE ADT SECURITY CORPORATION	Panic Monitoring	34.08
TRUGREEN CHEMLAWN	Lawn Service	384.91
U S PLANTS INC	Monthly Plant Maintenance	240.00
UNITED RENTALS NORTH AMERICA INC	Bike Rack Fencing for Open House	6,675.00
USI INSURANCE SERVICES LLC	Open House insurance	1,716.00
VERIZON	Phone Service	10.25
VIRTOWER LLC	Virtual Tower Monitoring	1,000.00
WASHINGTON GAS	10509 Wakeman Gas	27.15
WASHINGTON GAS	10529 Wakeman Gas	33.55
WASHINGTON GAS	10603 Observation Tower Gas	23.65
WASHINGTON GAS	10400 Wakeman Gas	823.93
WEWERKA CONSTRUCTION MANAGEMENT INC	Mowing Services	12,446.54
	Total	137,391.65



Airport Director's Office Juan E. Rivera

Memorandum

June 7, 2023

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: **AIRPORT DIRECTOR'S REPORT FOR JUNE 2023**

CITY COUNCIL ACTIONS IN REGARDS TO THE AIRPORT

No action taken relating to the Airport at the last City Council Meeting on May 22, 2023.

HANGAR OCCUPANCY RATE

East T-Hangars: 96 out of 97 Rented
99% Rented – **1 new tenant.**

West T-Hangars: 58 out of 59 Rented
98% Rented – **No change.**

East and West Hangars – 154 out of 156 – 98% Rented

Waiting List Status – We have one hangar that is vacant. A notification has been sent to the next person on the waiting list.

Total on List – 131

East Side – 120

West Side – 93

60x50 – 12

TIE-DOWN OCCUPANCY RATE

East Tie-Down: 84 out of 86 Rented
98% Rented – **1 vacancy. 4 new tenants**

West Tie-Down: 52 out of 89 Rented
58% Rented – **1 new tenant.**

East and West Tie-Down – 136 out of 175 Rented – 78% Rented

Squatters

We have 1 tenant who was given 30 days to remove his two planes for history of non-payment. There are two disabled aircraft (owned by insurance companies) that are parked in the southwest ramp area who are now being charged higher tie-down rates to encourage them to remove the aircraft from the field.

NOISE COMPLAINTS FOR JANUARY

There were no noise complaints recorded in May.

November Total(s):

0 – Helicopter

0 – Aircraft

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

MASTER PLAN UPDATE

The RS&H and Airport staff continue to have bimonthly meetings to discuss the update of the Airport's Master Plan. The plan is project to be completed by the November of this year and submitted to the FAA and VDOA for approval.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

It is anticipated that the project will start in July of 2023. The pre-bid meeting was held and two General Contractor attended the meeting. The existing hangars need to be demolished prior to the start of construction. The construction should be completed by fall of 2024.

TAXIWAY B/ TAXILANE Y REHABILITATION

The Airport Director and the FAA have agreed to take out the light installation portion of the project and just conduct a mill and fill project due to cost and future projects. The north end of the taxiway may have to have a total rehabilitation. Delta Airport Consultants is repackaging the project for the third time to meet the budget constraints and is reviewing the pavement design in anticipation that the pavement may need to carry heavier aircraft in the near future.

TAXIWAY A CONSTRUCTION

Chemung has been issued a notice-to-proceed (NTP) for the Administrative Phase. RS&H are reviewing submittals now from Chemung Contracting.

June 7, 2023
Airport Director's Report for June
Page Three

The target construction NTP is sometime between July 10 and July 24. It is anticipated that the construction will be completed by November 1 of 2023.

ATC TOWER FUNDING FROM BIL ATP

The Airport has received a Scope of Work from RS&H to conduct the EA. The price for the EA is between \$239,019.00 \$292,222.00. An Independent Fee Estimate (IFE) was conducted and approved by the FAA. The Airport Director needs to have a P.O. created for this project. The funds will have to be B&A by the City Council since it was not an approved project in the ACIP.

RUNWAY 16L- 34R REHABILITATION DESIGN AND BIDDING

Due to funding issues and other project priorities, this project will be delayed by a year. The Airport Director does not want to proceed with the project until he has a better idea of how the airlines service will be and what aircraft will be used.

UPCOMING EVENTS

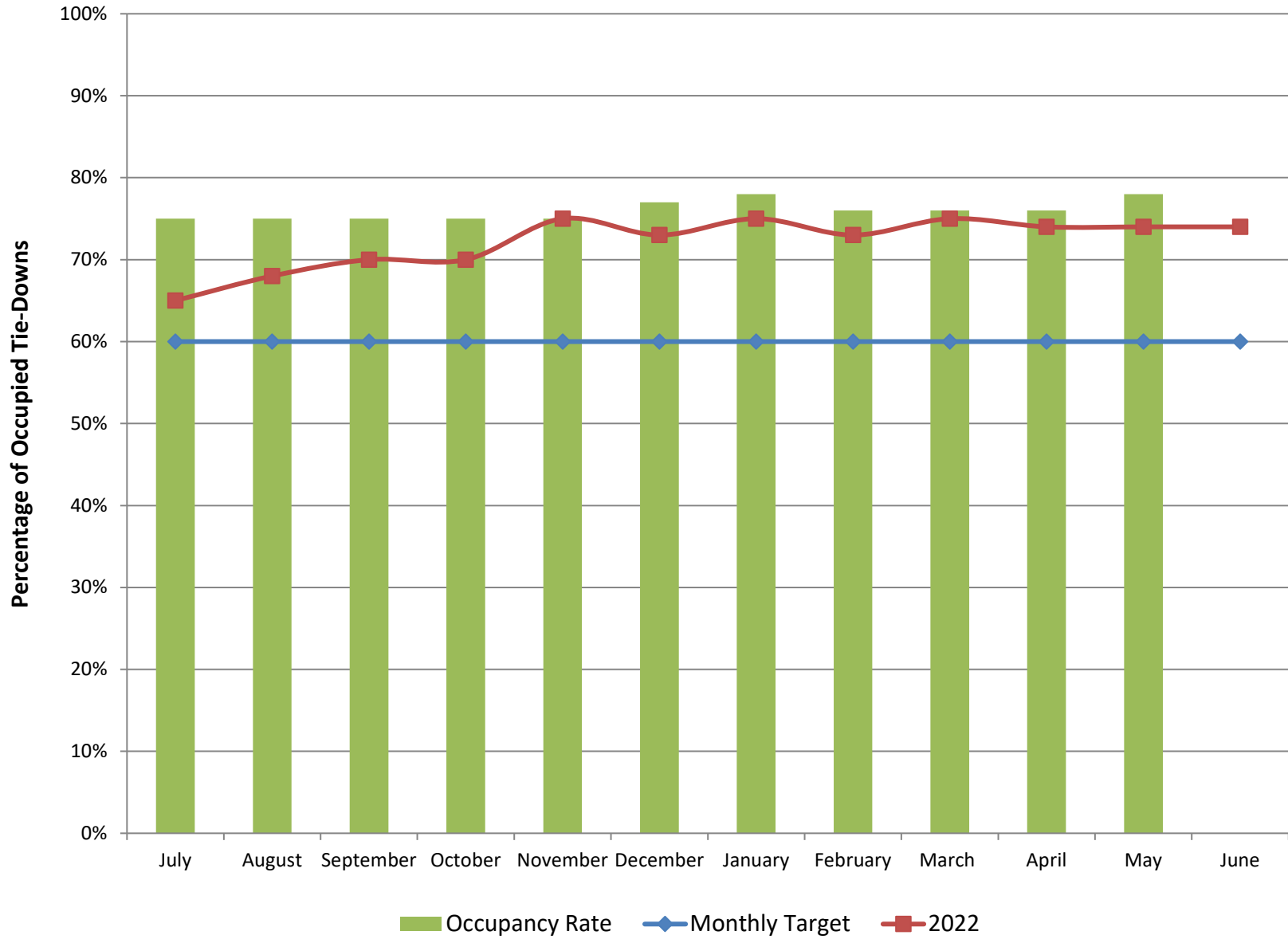
June 8 – 12 2023 – EAA Ford Tri-motor to visit airport
Electra eSTOL Rollout June 12th
Aviation Adventures Camp – June, July & August
Tuskegee Airmen Exhibit 21st – 24th August
Aviation Adventures High Altitude Chamber – November

Juan E. Rivera

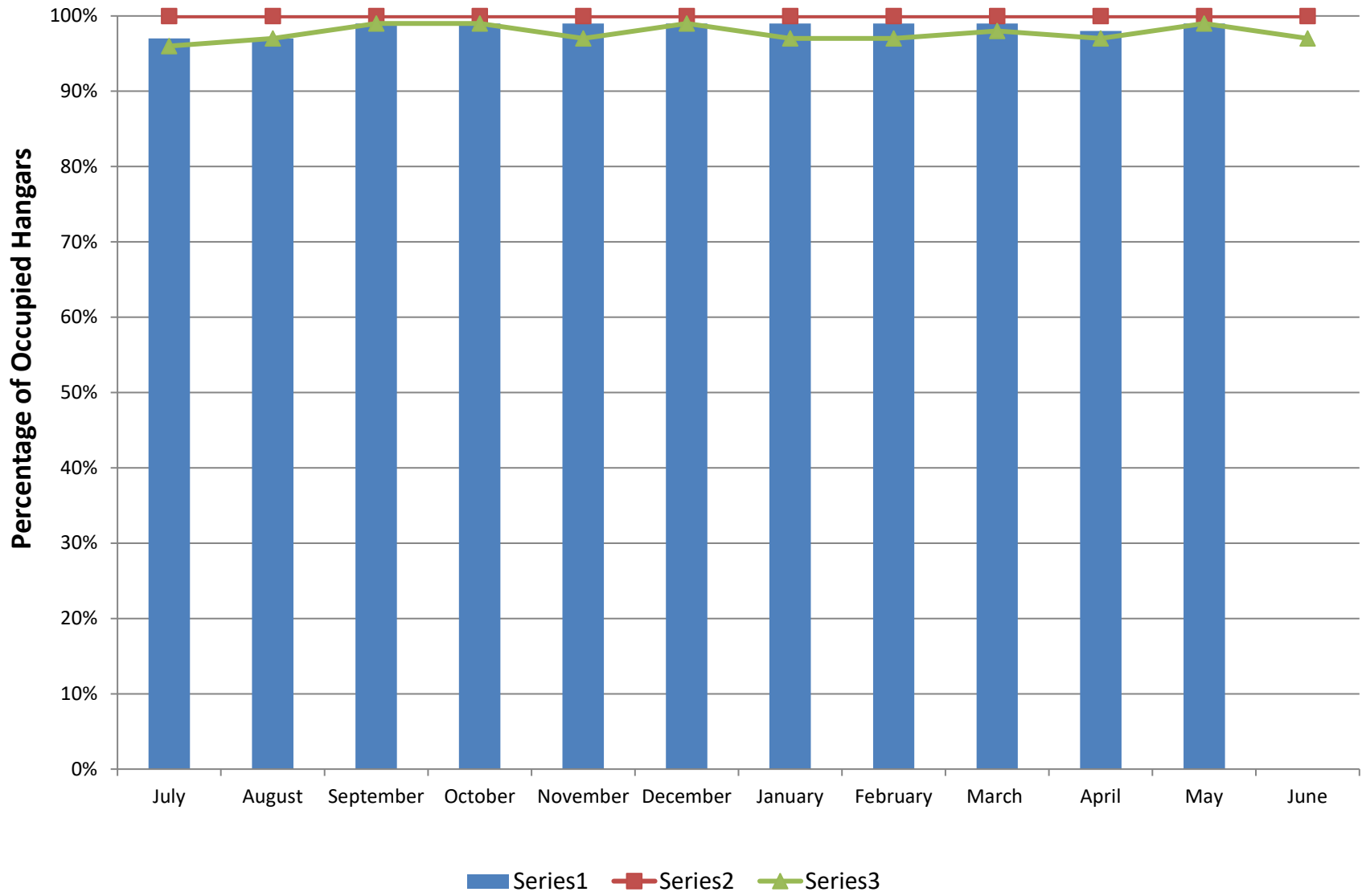
Juan E. Rivera, Director
Manassas Regional Airport

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

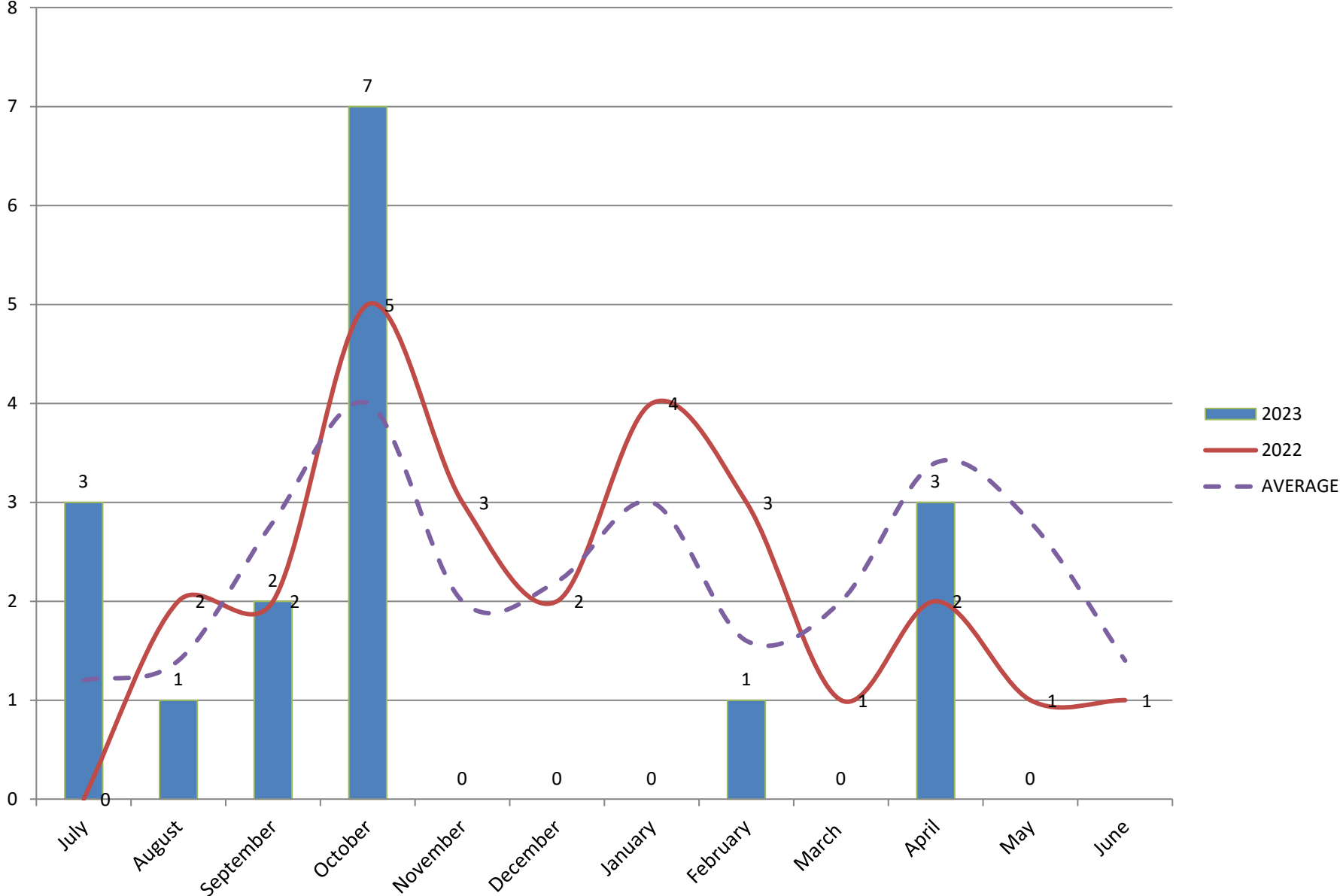
FY2023 Tie-Down Occupancy Rates



FY2023 Hangar Occupancy Rates



Noise Complaints FY 2022-2023



Revenue Report as of 6/9/2023

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRANS/ADJS	REV BUDGET	YTD ACTUAL	AVAIL BUDGET	% USED
57097400	315001	Interest on Pooled Cash	0	0	0	-179,508.67	179,509	100.00
57097400	315200	Leases and Rents	-2,162,610	0	-2,162,610	-2,284,691.03	122,081	105.60
57097400	315204	Hangar Rentals	-958,790	0	-958,790	-949,711.92	-9,078	99.10
57097400		Total 57097400 Use of Money & Prope	-3,121,400	0	-3,121,400	-3,413,911.62	292,512	109.40
57097600	317510	Airport Tie-Down Fees	-95,000	0	-95,000	-134,856.93	39,857	142.00
57097600	317520	Airport Fuel Flowage Fees	-238,000	0	-238,000	-259,843.17	21,843	109.20
57097600	317530	Airport Security Surcharge	-55,000	0	-55,000	-57,877.26	2,877	105.20
57097600	317535	Airport Car Rental Revenue	-15,000	0	-15,000	-36,745.45	21,745	245.00
57097600		Total 57097600 Sales & Connections	-403,000	0	-403,000	-489,322.81	86,323	121.40
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-13,083.42	10,583	523.30
57097700	318426	Card Replacement Fees	-200	0	-200	-350.27	150	175.10
57097700	318650	Airport Commercial Op Permit	-6,600	0	-6,600	-4,605.00	-1,995	69.80
57097700	318710	Cash Over/Short-Airport	0	0	0	-0.42	0	100.00
57097700		Total 57097700 Other Local Rev-Gene	-9,300	0	-9,300	-18,039.11	8,739	194.00
57097900	322071	VA State Reimbursements	-35,000	0	-35,000	-11,149.40	-23,851	31.90
57097900		Total 57097900 State Non-Categorica	-35,000	0	-35,000	-11,149.40	-23,851	31.90
57098200	332010	FAA Tower Rent from Fed Govt	-15,580	0	-15,580	-16,874.00	1,294	108.30
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	-22,118.27	-3,582	86.10
57098200		Total 57098200 Federal Non-Categori	-41,280	0	-41,280	-38,992.27	-2,288	94.50
57099100	346500	Contr Surplus-Encumbrances	0	-6,690	-6,690	0.00	-6,690	0.00
57099100		Total 57099100 OFS-Contribution fro	0	-6,690	-6,690	0.00	-6,690	0.00
		Revenue Total	-3,609,980	-6,690	-3,616,670	-3,971,415.21	354,745	109.80

Expense Report as of 6/9/2023

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRANS/ADJS	REV BUDGET	YTD ACTUAL	ENCUMB	AVAIL BUDGET	% USED
57003703	411000	Salaries and Wages	726,500	0	726,500	461,642.15	0.00	264,858	63.50
57003703	411020	Board and Elections Stipends	10,350	0	10,350	5,400.00	0.00	4,950	52.20
57003703	411075	S&W-Housing Stipend	3,500	0	3,500	2,274.76	0.00	1,225	65.00
57003703	412000	S&W-On-Call	23,300	0	23,300	20,365.93	0.00	2,934	87.40
57003703	416000	S&W-Overtime	25,000	0	25,000	19,720.18	0.00	5,280	78.90
57003703	416010	Hours Worked on a Holiday	850	0	850	1,115.45	0.00	-265	131.20
57003703	420000	Employee Benefits	345,700	0	345,700	0.00	0.00	345,700	0.00
57003703	420002	Deferred Compensation	0	0	0	3,395.63	0.00	-3,396	100.00
57003703	420004	FICA	0	0	0	36,988.65	0.00	-36,989	100.00
57003703	420006	Virginia Retirement System	0	0	0	62,621.83	0.00	-62,622	100.00
57003703	420008	Group Health	0	0	0	35,258.37	0.00	-35,258	100.00
57003703	420010	Worker's Compensation	0	0	0	3,204.64	0.00	-3,205	100.00
57003703	420012	Group Term Life Insurance	0	0	0	5,563.14	0.00	-5,563	100.00
57003703	420014	Long Term Disability	0	0	0	1,820.64	0.00	-1,821	100.00
57003703	420016	Unemployment	0	0	0	87.71	0.00	-88	100.00
57003703	420031	Car Allowance	6,030	0	6,030	5,330.79	0.00	699	88.40
57003703	431000	Professional Services	75,000	462	75,462	15,789.00	8,462.35	51,211	32.10
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	435000	Print Bind Photo Services	1,500	0	1,500	885.10	0.00	615	59.00
57003703	436000	Advertising Services	60,000	0	60,000	4,537.64	0.00	55,462	7.60
57003703	439000	Other Purchased Services	18,000	1,000	19,000	11,185.77	2,664.02	5,150	72.90
57003703	439010	Board Fees	0	0	0	40.00	0.00	-40	100.00
57003703	441000	Information Technology Charges	74,830	0	74,830	74,830.00	0.00	0	100.00
57003703	441005	Phones and Voicemail Charges	19,580	0	19,580	19,580.00	0.00	0	100.00
57003703	441045	IT GIS Mapping Charges	8,750	0	8,750	8,750.00	0.00	0	100.00
57003703	441050	IT Purchases Mid-Year	1,000	0	1,000	7,521.81	0.00	-6,522	752.20
57003703	442000	Motor Vehicle Charges	55,600	0	55,600	55,600.00	0.00	0	100.00
57003703	444000	Cost Allocation Charges	182,960	0	182,960	182,960.00	0.00	0	100.00
57003703	447000	Radio Charges	6,480	0	6,480	6,480.00	0.00	0	100.00
57003703	451001	Utilities	23,500	0	23,500	24,804.43	0.00	-1,304	105.60
57003703	451002	City Utility Charges	127,000	0	127,000	118,083.43	0.00	8,917	93.00
57003703	452003	Cell Phone Charges	4,700	0	4,700	3,930.01	0.00	770	83.60

57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	1,221.89	0.00	1,778	40.70
57003703	452008	Telephone Service Charges	500	0	500	112.75	22.50	365	27.10
57003703	452009	Long Distance Charges	100	0	100	40.68	0.00	59	40.70
57003703	453000	Insurance	55,000	0	55,000	39,729.00	0.00	15,271	72.20
57003703	454001	Operating Leases	3,500	0	3,500	2,089.80	0.00	1,410	59.70
57003703	455001	Mileage	1,000	0	1,000	97.50	0.00	903	9.80
57003703	455002	Training and Travel	12,500	0	12,500	7,969.07	0.00	4,531	63.80
57003703	455005	Meeting / Business Expense	8,000	0	8,000	3,945.89	0.00	4,054	49.30
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	5,999.00	0.00	501	92.30
57003703	458099	Miscellaneous Expense--Airport	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	461000	Office Supplies	3,500	0	3,500	17,368.83	0.00	-13,869	496.30
57003703	462000	Other Supplies	5,000	0	5,000	12,133.56	0.00	-7,134	242.70
57003703	463000	Books and Subscriptions	500	0	500	100.34	0.00	400	20.10
57003703	464000	Uniforms and Safety Apparel	3,500	0	3,500	1,246.34	0.00	2,254	35.60
57003703		Total 57003703 Airport Operations	1,955,230	1,462	1,956,692	1,291,821.71	11,148.87	653,722	66.60
57003710	433000	Maintenance Services	55,000	0	55,000	30,922.50	14,952.70	9,125	83.40
57003710	433001	Refuse Collection Services	6,000	0	6,000	5,196.28	2,489.64	-1,686	128.10
57003710	433003	Janitorial Services	25,000	0	25,000	28,065.73	0.00	-3,066	112.30
57003710	433006	Mowing Services	17,200	0	17,200	0.00	0.00	17,200	0.00
57003710	433008	HVAC	8,000	0	8,000	7,241.00	0.00	759	90.50
57003710	433009	Elevator Services	6,000	0	6,000	0.00	0.00	6,000	0.00
57003710	433010	Snow Removal	25,000	0	25,000	0.00	0.00	25,000	0.00
57003710	433012	Airfield Lighting Maintenance	2,500	0	2,500	2,141.85	0.00	358	85.70
57003710	433014	Elevator Inspections	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	433015	Vehicle/Apparatus Maintenance	35,000	0	35,000	6,115.54	0.00	28,884	17.50
57003710	439000	Other Purchased Services	36,000	0	36,000	12,887.85	10,615.00	12,497	65.30
57003710	439004	Paving Services	65,000	0	65,000	3,330.00	0.00	61,670	5.10
57003710	439008	Hazmat Disposal	17,000	0	17,000	0.00	0.00	17,000	0.00
57003710	439014	Security Services	95,000	5,228	100,228	63,520.86	43,814.00	-7,107	107.10
57003710	454004	Miscellaneous Rentals	2,000	0	2,000	2,277.47	0.00	-277	113.90
57003710	462000	Other Supplies	26,000	0	26,000	2,920.92	0.00	23,079	11.20
57003710	462001	Tools	10,000	0	10,000	1,300.68	0.00	8,699	13.00
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	5,756.91	0.00	9,243	38.40
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	1,018.36	0.00	18,982	5.10
57003710	462047	Airfield Supplies	39,000	0	39,000	6,353.27	0.00	32,647	16.30

57003710	462048	Security Supplies	20,000	0	20,000	3,834.16	0.00	16,166	19.20
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	1,734.61	0.00	3,265	34.70
57003710	462067	Maintenance Supplies	2,500	0	2,500	1,838.21	0.00	662	73.50
57003710	466000	Building and Repair Materials	35,000	0	35,000	4,219.28	0.00	30,781	12.10
57003710	467000	Fuels/Oils/Lubricants	11,500	0	11,500	6,194.01	0.00	5,306	53.90
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	4,860.60	0.00	20,139	19.40
57003710	471000	Equipment & Machinery Purch	107,000	0	107,000	70,298.52	14,983.66	21,718	79.70
57003710	Total 57003710 Airport Maintenance		712,700	5,228	717,928	272,028.61	86,855.00	359,044	50.00
57003711	433000	Maintenance Services	14,000	0	14,000	0.00	0.00	14,000	0.00
57003711	433008	HVAC	2,500	0	2,500	3,862.50	0.00	-1,363	154.50
57003711	433009	Elevator Services	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711	433014	Elevator Inspections	1,000	0	1,000	1,946.90	0.00	-947	194.70
57003711	462000	Other Supplies	3,000	0	3,000	414.12	0.00	2,586	13.80
57003711	Total 57003711 FAA Tower Nonreimbur		23,500	0	23,500	6,223.52	0.00	17,276	26.50
57003712	433000	Maintenance Services	14,000	0	14,000	7,923.20	0.00	6,077	56.60
57003712	451002	City Utility Charges	18,500	0	18,500	17,065.62	0.00	1,434	92.20
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	673.39	0.00	327	67.30
57003712	Total 57003712 FAA Tower Reimbursab		33,500	0	33,500	25,662.21	0.00	7,838	76.60
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	0.00
57003713	431000	Professional Services	0	0	0	6,580.00	2,360.00	-8,940	100.00
57003713	431003	Marketing	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	433003	Janitorial Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003713	439000	Other Purchased Services	15,000	0	15,000	41,980.28	6,675.00	-33,655	324.40
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	12,000	0	12,000	151.58	0.00	11,848	1.30
57003713	Total 57003713 Airport-Special Proj		35,500	0	35,500	48,711.86	9,035.00	-22,247	162.70
57003793	462000	Other Supplies	100,000	0	100,000	0.00	0.00	100,000	0.00
57003793	481001	Principal - Bonds Payable	185,000	0	185,000	185,000.00	0.00	0	100.00
57003793	481021	Interest - Bonds Payable	20,150	0	20,150	20,135.63	0.00	14	99.90
57003793	492575	Transfer to Airport Capital	261,000	0	261,000	261,000.00	0.00	0	100.00
57003793	496004	Contrib to Net Position	283,400	0	283,400	0.00	0.00	283,400	0.00
57003793	Total 57003793 Airprt Capex-Finance		849,550	0	849,550	466,135.63	0.00	383,414	54.90
Expense Total			3,609,980	6,690	3,616,670	2,110,583.54	107,038.87	1,399,047	61.30



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: June 15, 2023

TIME ESTIMATE: 10 Minutes

AGENDA TITLE: Discuss provisions of all proposal(s) received for RFFP No. 2023F001 for Terminal Building Development and Ground Lease and make a recommendation to City Council.

RECOMMENDATION: Select the most qualified proposer based on the recommendation of the Proposal Review Committee and make a recommendation to the City Council via the Airport Director.

MOTION: I move that the Airport Commission select _____ to receive the Franchise Ordinance (NO. O-2024-02) and recommend to the City Council that they do the same.

DATE LAST CONSIDERED BY COMMISSION: May 18, 2023.

SUMMARY AND/OR COMMENTS: The City solicited proposals from all interested and qualified parties for the purpose of granting a franchise for the lease of ±17.8 acres of land and ±18,343 square feet of terminal space at the Manassas Regional Airport to expand and renovate the existing Airport Terminal Building and parking lots in order to provide suitable facilities for Passenger Airline services that does not currently exist at the Airport.

This franchise ordinance sets the requirements that the successful bidder must follow.

FISCAL IMPACT: The Airport Fund will receive the revenues as outlined in the Franchise Ordinance and the Proposal.

STAFF CONTACT: Juan Rivera, Airport Director
jrivera@manassasva.gov
(703) 361-1882

JER

Airport Director



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: June 15, 2023

TIME ESTIMATE: 5 Minutes

AGENDA TITLE: Election of Airport Commission Chair and Vice Chair for FY 2024, from July 1, 2023 to June 30, 2024.

RECOMMENDATION: Hold a vote on the nomination(s) for Chairman and Vice-Chairman.

MOTION: N/A

DATE LAST CONSIDERED BY COMMISSION: Nominations were received on May 18, 2023.

SUMMARY AND/OR COMMENTS: The Chairman received nominations at the May 18th meeting of the Airport Commission. The following is the results of the nomination process:

Nomination(s) for Chair
Ross Snare

Nomination(s) for Vice-Chair
John Snyder

The Chair and Vice-Chair serve for one-year terms and they are elected to their positions by a vote of the entire Airport Commission. Typically, the nominations are received in May followed by a vote at the June meeting. The job of the Chairman and Vice-chairman are described in the Airport Commission By-laws that are approved by the City Council.

FISCAL IMPACT: N/A

STAFF CONTACT: Juan Rivera, Airport Director
jrivera@manassasva.gov
(703) 361-1882

JER

Airport Director



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: June 15, 2023

TIME ESTIMATE: 5 Minutes

AGENDA TITLE: Review and make a recommendation to City Council of a Consent and Estoppel Agreement between the City of Manassas and HEF JPC Hangar LLC.

RECOMMENDATION: Approve the Consent and Estoppel Agreement between the City of Manassas and HEF JPC Hangar LLC that consent to the assignment of the Franchise of Chantilly Air, LLC.

MOTION: I move that the Commission approve the Consent and Estoppel Agreement and recommend that the City Council do the same.

DATE LAST CONSIDERED BY COMMISSION: N/A

SUMMARY AND/OR COMMENTS: Chantilly Air, Inc. ("Assignor") proposes to assign their Franchise Agreement to HEF JPC Hangar LLC ("Assignee"), and has requested the City's consent as Lessor to the assignment of the Franchise. The Franchise between the City and Chantilly Air, Inc. requires that the City Council approve the assignment of the Franchise. Pursuant to section 12.3 of the Franchise Agreement, the Assignee has agreed to accept and discharge all of the covenants and obligations of the Franchise Agreement, including but not limited to the payment of all sums due and to become due by the Assignee under the terms of the Franchise Agreement

FISCAL IMPACT: There is no fiscal impact to the Airport Fund or the General Fund. The Assignee will continue to pay the rents as outlined in the Franchise Agreement.

STAFF CONTACT: Juan Rivera, Airport Director
jrivera@manassasva.gov
(703) 361-1882

JER

Airport Director

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “*Agreement*”), dated as of June 26, 2023, is executed by THE CITY OF MANASSAS (“*City/Lessor*”) and HEF JPC Hangar LLC, a Delaware limited liability company, an entity under common control with Manassas FBO, LLC (“*Assignee*”).

RECITALS

A. Chantilly Air, Inc., a Maryland corporation qualified to do business in the Commonwealth of Virginia, (“*Assignor*”) is the lessee under that certain Franchise Agreement, dated November 1, 2005, as amended by the First Amendment of Franchise Agreement dated October 12, 2009 (collectively, the “*Franchise Agreement*”) between City/Lessor and Assignor pursuant to which City/Lessor granted to Assignor the non-exclusive privilege to operate, conduct and perform certain uses more fully set forth in the Franchise Agreement on that certain parcel of land consisting of a total of approximately 2.1 acres known as T.M. Parcel 09-03-00-N4 and as 10761 James Payne Court, comprising part of Manassas Regional Airport, in the City of Manassas, Virginia, and more particularly described on **Schedule 1** (together with all improvements located there, the “*Premises*”);

B. Assignor, as Seller, entered into a Purchase and Sale Agreement dated March 16, 2023 with Airport Real Estate Holdings, LLC (“AREH”), as assigned to Manassas FBO, LLC pursuant to an Assignment and Assumption and Amendment to Purchase and Sale Agreement dated May 17, 2023, as further assigned to Assignee pursuant to an Assignment of Purchase and Agreement dated May 26, 2023, (collectively, the “*Purchase Agreement*”) pursuant to which Assignor has agreed to sell, assign and convey, and Assignee has agreed to purchase, assume and accept all of Assignor’s interest in (i) the Franchise Agreement, (ii) the leasehold estate created thereby (“*Leasehold Estate*”) and (iii) the Premises;

C. Pursuant to the Purchase Agreement, Assignor proposes to assign to Assignee, and Assignee proposes to assume, all of Assignor’s interest as lessee under the Franchise Agreement, being the Leasehold Estate, and the rights of Assignor in the Premises including all of the buildings, structures and improvements forming part of the Premises, and specifically an aircraft hangar consisting of approximately 26,200 square feet in floor area and approximately 10,000 square feet of office and shop space, as well as any claims of Assignor against the City/Lessor, pursuant to an Assignment and Assumption of Lease (“*Assignment Agreement*”), and a Bill of Sale, Assignment and Assumption (“*Bill of Sale*” and together with the Assignment Agreement, the “*Assignment Documents*”), the forms of which the Assignor has provided to the City/Lessor;

D. The consent of the City/Lessor is required for any assignment of the Franchise Agreement and of the Leasehold Estate, as set forth in §12.1 of the Franchise Agreement, and the City/Lessor has agreed, pursuant to §27.6 of the Franchise Agreement, to provide an estoppel certificate, at the request of Assignor, to any assignee of the Assignor’s interest in the Franchise Agreement and the Leasehold Estate created by it; and

E. Assignor has requested City/Lessor to provide this Agreement to evidence consent and estoppel of the City/Lessor to and in connection with the Assignment Documents, and City/Lessor has agreed to provide the same on the conditions set forth below.

NOW, THEREFORE, in consideration of the promises and the obligations in force under the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1 **Consent.** City/Lessor consents to the assignment of the Franchise Agreement to Assignee pursuant to the Assignment Documents. City/Lessor agrees, in the event the assignment is completed, to recognize Assignee as the lessee under the Franchise Agreement.

2 **Non-Disturbance.** City/Lessor confirms that City/Lessor shall not, in the absence of an uncured default by Assignee under the Franchise Agreement, and then only in accordance with the terms of the Franchise Agreement, disturb the possession, interest or quiet enjoyment of Assignee or any permitted successor to Assignee.

3 **Amendments or Modifications.** City/Lessor confirms, that except as provided by its terms, the Franchise Agreement may not be modified, terminated, amended, altered or cancelled without a written agreement between City/Lessor and the holder of the Leasehold Estate.

4 **City/Lessor's Representations and Warranties.** City/Lessor, recognizing that the Assignee shall rely on this Agreement in expending substantial sums to purchase the Leasehold Estate and shall thereby assume substantial obligations as lessee under the Franchise Agreement, certifies to Assignee as follows:

4.1 The Franchise Agreement is in full force and effect, and other than set forth above, remains unamended; the copy of the Franchise Agreement on **Schedule 2** is true, accurate, and complete (which copy may be omitted from any recordation of this Agreement).

4.2 The current annual rent due under the Franchise Agreement is \$102,616.60 and all installments of the annual rent and any additional rent are current and have been paid through June 30, 2023.

4.3 The expiration date of the Franchise Agreement is October 31, 2045.

4.4 To the best knowledge of the City/Lessor, (i) no events of default by Assignor or City/Lessor have occurred under the Franchise Agreement and (ii) no act or omission by either Assignor or City/Lessor has occurred or is occurring that would become an event of default upon the giving of notice or the passage of time.

4.5 Assignor has performed the obligations listed in Article 6 (Additional Obligations of Lessee) of the Franchise Agreement.

4.6 As of the date hereof, no rent is due from Assignor under the Franchise Agreement and Assignor has paid no rent more than 30 days in advance.

4.7 As of the date hereof, Assignor has paid all additional rent due under Article 17 and the remaining provisions of the Franchise Agreement and Assignor has paid no additional rent more than 30 days in advance.

4.8 The use by Assignor of the Premises complies with Article 3 of the Franchise Agreement.

4.9 Assignor has properly and timely (i) completed all improvements required under Article 4 and Appendix A of the Franchise Agreement, and (ii) maintained such improvements as required by the Franchise Agreement; such improvements have been accepted by City/Lessor as evidenced by the Certificate of Occupancy No. 08-0014 dated December 14, 2007, which remains in full force and effect.

4.10 To the best of City/Lessor's knowledge, Assignor has properly and timely performed all of the maintenance and repairs required under Article 5 of the Franchise Agreement.

4.11 There are no violations or orders pending by the City/Lessor against the Assignor or the Premises.

4.12 To the best of City/Lessor's knowledge, Assignor has properly and timely performed all of the requirements set forth in Article 14 of the Franchise Agreement, which all pertain to non-discrimination requirements and affirmative action program requirements.

4.13 City/Lessor has received copies of all licenses and permits required under Article 15 of the Franchise Agreement.

4.14 Assignor has provided the City/Lessor with satisfactory evidence that Assignor has obtained and is maintaining all of the insurance required under Article 29 of the Franchise Agreement.

4.15 The City/Lessor and the individual signing on its behalf below have all requisite authority to execute and deliver this Agreement, and no action or consent of any body, entity or person is necessary for the effectiveness of this Agreement.

4.16 To the best of City/Lessor's knowledge, Assignor is in compliance with all requirements of Article 30 of the Franchise Agreement, all of which relate to hazardous materials and compliance with laws and environmental laws.

5 **Further Provisions.** (A) City/Lessor has received written notice from Assignor that upon the assignment of the Leased Estate to Assignee pursuant to the Assignment Documents, the address of the lessee shall be:

HEF JPC Hangar LLC

c/o APP Properties, LLC
2982 Curtis King Blvd.
Fort Pierce, Florida 34946
Attn: Daniel A. Harrow, Chief Executive Officer

(B) City/Lessor acknowledges that, upon the assignment of the Franchise Agreement to Assignee, Assignee shall be the lessee under the Franchise Agreement, so that Assignor's status or actions following the assignment shall be of no further consequence under the Franchise Agreement.

6 **Assignee's Covenants.** As evidenced by its authorized signature below, upon the full execution and exchange of the Assignment Documents, Assignee, pursuant to Section 12.3 of the Franchise Agreement, accepts and agrees to all of the terms, conditions and provisions of the Franchise Agreement, and agrees to accept and discharge all of the covenants and obligations of the Assignor as lessee under the Franchise Agreement, including but not limited to the payment of all sums due and to become due by Lessee under the terms of the Franchise Agreement.

7 **Terms of the Franchise Agreement.** The foregoing provisions notwithstanding, the terms and conditions of the Franchise Agreement shall remain in full force and effect.

8 **Effectiveness.** This Agreement shall be binding upon City/Lessor and its respective successors and assigns.

9 **Severability.** In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect, and its remaining provisions, shall not be in any way affected or impaired.

10 **Headings; Defined Terms.** The headings and the defined terms in this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

11 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

12 **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, which taken together shall constitute one original instrument. Electronic signatures to this Agreement shall be deemed original for any and all purposes, provided that each party shall provide an inked signature to the other party upon request.

13 **Recitals; Schedules.** The Recitals and Schedules to this Agreement are made part of and form an integral part of its provisions.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first before set forth.

CITY OF MANASSAS

By: _____

Name: Michelle Davis-Younger

Title: Mayor

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE WILLIAM:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, who is the _____ of the City of Manassas, Virginia.

Notary Public

My Commission expires the ____ day of _____, _____

ASSIGNEE:

HEF JPC HANGAR, LLC,
a Delaware limited liability company

By: _____

Name: Daniel A. Harrow

Title: Authorized Signatory

DRAFT

SCHEDULE 1 TO CONSENT AND ESTOPPEL

LEGAL DESCRIPTION

Lease Parcel N-4 as shown on that certain Plat Showing Lease Parcel N-4 Various Easements on the Property of City of Manassas Regional Airport-East Complex recorded August 2, 2006 as Instrument No. 200608020113838 in the land records of Prince William County, Virginia.

SCHEDULE 2 to CONSENT AND ESTOPPEL

FRANCHISE AGREEMENT

[See Attached]

DRAFT



MANASSAS REGIONAL AIRPORT COMMISSION

MEETING DATE: June 15, 2023

TIME ESTIMATE: 5 Minutes

AGENDA TITLE: Review and approve an Ordinance that Amends the Franchise to include additional Uses found in Article 3 of the Franchise between the City and HEF JPC Hangar LLC.

RECOMMENDATION: Approve the Ordinance.

MOTION: I move that the Ordinance be approved and that we recommend that the City Council do the same.

DATE LAST CONSIDERED BY COMMISSION: N/A

SUMMARY AND/OR COMMENTS: Chantilly Air, Inc. has requested that the City Council approve the assignment of the Franchise for Lot 4 be assigned to HEF JPC Hangars LLC. HEF JPC Hangars LLC plans to lease the entire facility to Electra Aero. In order for Electra Aero to conduct its business from the hangar and office space, additional uses must be approved that are currently not in Article 3 of the Franchise. HEF JPC Hangar LLC has requested that the City Council and Airport Commission approve the following requested uses through an Amendment to the Franchise (2nd):

3.1.9 Research and development, design, testing, engineering, manufacture and assembly of hybrid-electric, ultra-short takeoff and landing (eSTOL) aircraft

FISCAL IMPACT: There is no fiscal impact on the Airport The Franchise holder will continue to make the payments set fourth in the agreement.

STAFF CONTACT: Juan Rivera, Airport Director
jrivera@manassasva.gov
(703) 361-1882

JER

Airport Director

**AN ORDINANCE TO AMEND THE FRANCHISE AGREEMENT FOR
THE LEASE OF PROPERTIES BETWEEN THE CITY OF MANASSAS AND**

HEF JPC HANGAR LLC

FOR LOT N-4

ORDINANCE

First Reading:
Second Reading:
Enacted:
Effective:

1. BE IT ORDAINED by the Council of the City of Manassas meeting in regular session this 26th day of June, 2023, the following described Ordinance, the same being effective the 26th day of June, 2023, by and between the City of Manassas and HEF JPC Hangar LLC, shall be granted in the mode prescribed by laws for Franchise grants and leaseholds and being subject to the conditions, rights and privileges embodied in the following ordinance set forth below.

* * * * *

**SECOND AMENDMENT TO THE FRANCHISE
BETWEEN THE CITY OF MANASSAS AND HEF JPC Hangar LLC. FOR THE LEASE
OF LOT N-4**

WHEREAS, the City of Manassas leased to Chantilly Air, Inc. a parcel of land on the east side of the Manassas Regional Airport, being designated and referenced as Lot N-4 defined in Exhibit A of the franchise, hereinafter referred to as “Leased Premises”; and

WHEREAS, Chantilly Air, Inc. was the original Franchise Agreement holder dated November 1, 2005 (Ordinance O-2006-07), as amended by the First Amendment of Franchise dated October 12, 2009 (Ordinance O-2010-03), with the City; and

WHEREAS, Chantilly Air requested that the City of Manassas approve the assignment of the Franchise Agreement to HEF JPC Hangar LLC; and

WHEREAS, the City of Manassas approved the request to assign the Franchise to HEF JPC Hangar LLC on June 26, 2023; and

WHEREAS, Lot N-4 that currently consists of approximately 2.1 acres (91,476 s.f.) known as the Leased Premises; and

WHEREAS, the Franchise grants to HEF JPC Hangar LLC the non-exclusive privilege to operate, conduct and perform the following services on the Leased Premises:

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

3.1.2 Parking, storage, servicing, repair and maintenance of aircraft owned or leased by the Lessee or permitted sublessee (under §12.4) stored in the hangar.

3.1.3 Corporate flight operations.

3.1.4 Aircraft charter operations (Part 135), including provision of goods and services customarily related to corporate flight or aircraft charter operations.

3.1.5 Office rental

3.1.6 Aircraft Management

3.1.7 For the purpose of this Agreement, Aircraft Management is defined as the oversight, personnel administration, reporting, maintenance administration, scheduling and dispatching of an aircraft not owned or leased by the Franchise holder.

3.1.8 Any other goods and services related to any of the foregoing purposes; and

3.1.9 Sale and/or Brokerage of new and used aircraft.

WHEREAS, the Lessee has requested by letter to amend the Franchise to include research and development, design, testing, engineering, manufacture and assembly of hybrid-electric, ultra-short takeoff and landing (eSTOL) aircraft to the list of uses allowed under the Article 3 of the Franchise to its approved uses; and

WHEREAS, Article 3, section 3.2 of the Franchise states the Lessee shall notify the Airport Director in writing its desire to offer such additional services; and

WHEREAS, the Manassas Regional Airport Commission has thirty (30) days to consent to or to deny the Lessee the nonexclusive privilege to do so; and

WHEREAS, the City and the Lessee are mutually desirous of entering into an Agreement to add research and development, design, testing, engineering, manufacture and assembly of hybrid-electric, ultra-short takeoff and landing (eSTOL) aircraft to the list of uses allowed under the Article 3 of the Franchise; and

WHEREAS, the Airport Director and Airport Commission have recommended that the Franchise for Lot N-4 be so amended; and

WHEREAS, the City Council has determined that it is in the best interest of the Citizens of the City of Manassas to amend the Franchise for Lot N-4 between the City of Manassas and HEF JPC Hangars LLC.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Manassas meeting in regular session on this 26th day of June, 2023, that there be granted to HEF JPC Hangar LLC, in the mode prescribed by law, this Second Amendment to the Franchise Agreement for Lot N-4 for HEF JPC Hangar LLC, Franchise Ordinance, as hereinafter set forth:

The City of Manassas and the Lessee hereby agree to amend **ARTICLE 3 USE OF LEASED PREMISES** of said franchise/lease as herein referenced in accordance with the following:

ARTICLE 3 USE OF LEASED PREMISES

3.1.10 Research and development, design, testing, engineering, manufacture and assembly of hybrid-electric, ultra-short takeoff and landing (eSTOL) aircraft.

3.1.11 Any other goods and services related to any of the foregoing purposes.

All other terms and conditions of the Franchise between HEF JPC Hangar LLC. and the City of Manassas remain in full force and effect except as herein amended.

2. This Ordinance shall take effect upon its passage on second reading.

CITY OF MANASSAS, VIRGINIA

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

ATTEST:

Lee Ann Henderson City Clerk

Date

HEF JPC Hangar LLC
a Delaware limited liability company

ATTEST:

By: _____

Name: Daniel A. Harrow

Title: Authorized Signatory

DRAFT