

**MANASSAS REGIONAL AIRPORT COMMISSION
REGULAR MEETING
AGENDA**

September 16, 2021

**Manassas Regional Airport
Terminal Building, 1st Floor Conference Room
10600 Harry J. Parrish Boulevard
Manassas, VA 20110**

Call to Order – 7:00 p.m.

ITEM 1. Consideration of approval of minutes of the regular Airport Commission meeting held on August 26, 2021.

ITEM 2. Review of expenses.

COMMENTS FROM THE PUBLIC

ITEM 3. 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 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.

AIRPORT DIRECTOR’S REPORT

- ITEM 4.** Airport Director’s Report
- a. Tie-down and Hangar Occupancy Reports, and Citizen’s Monthly Noise Concerns.
 - b. Aging, Revenue, and Expenditure Reports.

PRESENTATIONS

ITEM 5. Foam Suppression Discharge Incident Report (5 minutes, Staff: Richard Allabaugh)

ITEM 6. Review of AOPA’s Aviator’s Showcase (5 minutes, Staff: Richard Allabaugh)

CONSENT AGENDA

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

ITEM 7. (Reserved for addition of any Consent Agenda item)

COMMITTEE REPORTS IF AVAILABLE

ITEM 8. Airport Bylaws Committee (5 minutes, Committee Chair, Mr. Seraydarian)

ITEM 9. Airport Operations Committee (5 minutes, Committee Chair, Mr. Snider)

OLD BUSINESS

ITEM 10. (Reserved for addition of any Old Business Item)

NEW BUSINESS

ITEM 11. Consideration of reinstating a year-to-year Lease Agreement with American Aviation and American Helicopter (5 minutes, Staff: Juan Rivera)

ITEM 12. Review and consideration of recommending approval to the City Council a Consent and Estoppel Agreement for SJCO – Aurora Manassas VA LLC that would assign the Franchise to Credit Tenant Capital, LLC (CTC).

ITEM 13. Review and consideration of recommending approval to the City Council a Consent and Estoppel Agreement for Chantilly Air, Inc. that would assign the Franchise to Bright Wings Hangars LLC.

INFORMATION ITEMS

ITEM 14. (Reserved for addition of any Information item)

AUTHORIZED CLOSED MEETING

ITEM 15. (Reserved for meetings that are authorized to be closed to the public)

CITY COUNCIL'S AIRPORT REPRESENTATIVE TIME

ITEM 16. The City Council member assigned to the Airport Commission may make comments or raise questions to the Commission regarding issues that may impact the Airport.

COMMISSION TIME

ITEM 17. Commission Members may make comments, raise questions, or discuss matters of interest to the Commission.

ADJOURNMENT

MANASSAS REGIONAL AIRPORT COMMISSION REGULAR MEETING MINUTES

August 26, 2021

The Manassas Regional Airport Commission held its regular meeting in the Airport Conference Room on the above date, attended by Chairman Tom Lemmon, Howard Goodie, James L. Uzzle, John Snider, Juan Cabrera, Theresa Coates Ellis, Anthony McGhee, and Vanslyn Augustus.

Richard Seraydarian, Larry Pigeon, and Ross Snare were unable to attend.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director), Richard Allabaugh (Airport Operations), Doug McCauley (Maintenance Supervisor) and Paige Kroner (Secretary).

Chairman Lemmon called the meeting to order at 7:06 p.m.

ITEM 1. Consideration of approval of minutes of the regular Airport Commission meeting held on July 15, 2021.

Member Goodie MOVED to approve the minutes of the regular Airport Commission meeting held on July 16, 2021. SECONDED by Member Snider and CARRIED UNANIMOUSLY

Chairman Lemmon moved to recognize ITEM 5. Up the items presented to allow for the Presentation of the Patrol Frank G. Brewer Memorial Aerospace Award in the Organization Category to the Airport and Commission. NO OBJECTIONS

Commission Members and staff recessed to the Terminal Lobby for the presentation award.

Reconvened at 7:23

ITEM 2. Review of expenses.

COMMENTS FROM THE PUBLIC

ITEM 3. 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 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.

AIRPORT DIRECTOR'S REPORT

ITEM 4.

Airport Director's Report

Mr. Rivera gave the director's report and reminded the Commission about the retreat regarding Strategic Planning will be October 23rd.

Mr. Rivera gave a briefing on the Virginia Aviation Conference to include COVID 19 overall industry recovery. Aircraft sales up over 18% over last year. Cargo records exceeded tonnage. It is expected that there is a long way to go for airline recovery pre-pandemic. Fractional ownership and charter activity is up, but overall corporate is down. There is a worker shortage of pilots, mechanics, and FBO staff. The conference also focused on the hot topic of Advanced Air Mobility (AAM) and the future needs of infrastructure for airports including charging stations, standardization, vertiports, and guidelines. Per the suggestion of Mr. Rivera, a future presentation on AAM by NASA for the Commission may be arranged.

Mr. Rivera also briefed about future FAA funding of the 16L MALSR (Medium Intensity Approach Lighting System) and that the current Infrastructure Bill in Congress does include language that could positively impact our future funding for our tower.

Ms. Kroner was introduced as a new member to the airport team and gave a briefing about her background and future business development duties for the airport.

- a. Tie-down and Hangar Occupancy Reports, and Citizen's Monthly Noise Concerns.
- b. Aging, Revenue, and Expenditure Reports.

There was an error in the report format and that it will be corrected next meeting.

PRESENTATIONS

ITEM 5.

Presentation of the Patrol Frank G. Brewer Memorial Aerospace Award in the Organization Category to the Airport and Commission from the Virginia Wing Commander, Colonel Elizabeth Sydow (15 minutes, Chairman)

ITEM 6.

Quarterly Update of Statistical information regarding the total Aircraft Operations and total fuel sold. (10 minutes, Staff Mr. Richard Allabaugh)

Mr. Allabaugh provided an update on Airport Operations and Fuel Flowage

ITEM 7.

Quarterly Airport Maintenance Division Update (10 minutes, Staff: Mr. Doug McCauley)

Mr. McCauley provided an update on Airport Maintenance.

CONSENT AGENDA

All items listed under the consent agenda are considered to be routine and will be enacted by one motion. If separate discussion is desired, that item will be removed from the consent agenda and considered separately.

ITEM 8.

(Reserved for Consent Agenda Items)

COMMITTEE REPORTS IF AVAILABLE

ITEM 9. Airport Bylaws Committee Report (5 minutes, Committee Chair, Mr. John Snider)

Mr. Snider gave briefing about the Bylaws Committee meeting. They have submitted comments to Mr. Rivera who will send the comments to the City Attorney, who in turn will send comments back to the Bylaws Committee.

Mr. Snider also gave a briefing about the newly formed Operations Committee who had their first meeting. No action items from this committee at this time.

OLD BUSINESS

ITEM 10. Approve proposed changes to the Airport's Minimum Standards that would lower the current required minimum square footage from 600 square feet (sf) to 300 sf for Flight Schools (5 minutes, Staff: Richard Allabaugh)

Mr. Allabaugh noted that the public comment period of 30 days passed without any public comments on the proposed changes.

Member Cabrera MOVED to approve the proposed to the Airport's Minimum Standards that lower the square footage for Flight Schools to 300 square feet. SECONDED by Member Snider and CARRIED UNANIMOUSLY

NEW BUSINESS

ITEM 11. Recommend to City Council the pay-off of Series 2016 Bonds in the amount of \$359,148.55. (10 minutes, Staff: Juan E. Rivera)

Member Cabrera MOVED to approve the pay-off of the Series 2016 Bonds in the amount of \$359,148.55. SECONDED by Member Goodie and CARRIED UNANIMOUSLY

ITEM 12. Approve the request of the Bull Run Rotary Club to hold the annual Airport 5K/10K Run Event at the Airport on April 24, 2022. (5 minutes, Staff: Jolene Berry)

Member Goodie MOVED to approve the request of the Bull Run Rotary Club to hold the annual Airport 5K/10K Run Event at the Airport on April 24, 2022. SECONDED by Member Cabrera and CARRIED UNANIMOUSLY

ITEM 12.1A: Recommend the City Council that they accept FAA Grant Agreement AIP 3-51-003-051-2021 in the amount of \$791,992.00 for the update of the Airport's Master Plan. (3 minutes, Staff Juan Rivera)

Member Cabrera MOVED to accept FAA Grant Agreement AIP 3-51-003-051-2021 in the amount of \$791,992.00 for the update of the Airport's Master Plan approve the proposed changes. SECONDED by Member Snider and CARRIED UNANIMOUSLY

ITEM 12.2A: Recommend the City Council that they accept FAA Grant Agreement AIP 3-51-0030-52-2021 in the amount of \$530,000.00 for the Design and Bidding Services associated with the Rehabilitation and Widening of Taxiway B and Taxilane Y. (3 minutes, Staff: Juan Rivera)

Member Snider MOVED to approve the accept FAA Grant Agreement AIP 3-51-0030-52-2021 in the amount of \$530,000.00 for the Design and Bidding Services associated with the Rehabilitation and Widening of Taxiway B and Taxilane Y proposed changes. SECONDED by Member Cabrera and CARRIED UNANIMOUSLY

INFORMATION ITEMS

ITEM 13. (Reserved for addition of any Information item)

AUTHORIZED CLOSED MEETING

ITEM 14. (Reserved for meetings that are authorized to be closed to the public)

CITY COUNCIL'S AIRPORT REPRESENTATIVE TIME

ITEM 15. The City Council member assigned to the Airport Commission may make comments or raise questions to the Commission regarding issues that may impact the Airport.

COMMISSION TIME

ITEM 16. Commission Members may make comments, raise questions, or discuss matters of interest to the Commission.

ADJOURNMENT

Member Snider MOVED that the meeting adjourn. SECONDED by Member Uzzle and CARRIED UNANIMOUSLY.

The meeting adjourned at 9:01 P.M.

Secretary

Chairman

Date Approved

MONTHLY EXPENSES			
Vendor	Description	Past 30 days	FY22 Gross Amount
AMERICAN DISPOSAL COMMERCIAL SVCS, INC	AMERICAN DISPOSAL SERVICES		\$ 461.48
SONNY INC.	Security Services	\$ 6,545.00	\$ 6,545.00
CINTAS CORP.	Medical Supplies	\$ 13.14	\$ 26.79
COMCAST	Cable Service		\$ 233.88
EAGLE PROTECTION SERVICES INC	SECURITY SERVICES		\$ -
FINLAY FIRE	ARFF Truck Service		\$ -
ORACLE ELEVATOR	Service Call/Inspections		\$ 150.00
M C W SOLUTIONS LLC	camera repair/replacement		\$ -
MOOR GREEN ESTATES HOMEOWNERS	MOA Fees		\$ -
OLDE TOWNE LANDSCAPING	Mowing Services		\$ -
ORKIN EXTERMINATING CO INC	Orkin services		\$ -
ADT SECURITY	Security Monitoring		\$ 31.50
ATLANTIC SWEEPING SERVICES INC	Sweeping Services		\$ 380.00
TRUGREEN CHEMLAWN	lawn service		\$ -
U S PLANTS INC	PLANTS	\$ 418.56	\$ 418.56
CINTAS CORP.	Terminal Mats and Uniforms	\$ 259.82	\$ 818.12
VA BUSINESS SYSTEMS	KONICA COPIER LEASE		\$ 267.51
VERIZON	703-060-1303		\$ -
TREAS OF VIRGINIA	Public Officials Liability Plan		\$ 2,000.00
USI INSURANCE SERVICES LLC	Storage Tank Liability Insurance		\$ 12,531.42
WALKERS CRPT CRE/JANTRL SVC	JANITORIAL SERVICES		\$ 2,110.10
WASHINGTON GAS	10529 wakeman dr		\$ -
WASHINGTON GAS	10400 wakeman dr		\$ -
VIRTOWER	Flight Tracking Service		\$ 1,000.00
WEISCO INC	Nametags	\$ 180.00	\$ 180.00
NATIONAL ELEVATOR INSPEC SVX INC	Tower Elevator Inspection	\$ 242.00	\$ 242.00
BRANSCOME PAVING	Access Road Paving/Tower Lot Sealcoat		\$ 105,415.22
MULLENS MARKINGS	Access Road/Tower Lot Striping		\$ 5,758.50
CITY OF MANASSAS UTILITIES			
Vendor	Description	Past 30 days	FY22 Gross Amount
MANASSAS, CITY OF UTILITIES	10531 TERMINAL	\$ 1089.11	\$ 10,499.33
MANASSAS, CITY OF UTILITIES	10600 HARRY J PARRISH		
MANASSAS, CITY OF UTILITIES	10601 OBSERVATION		
MANASSAS, CITY OF UTILITIES	9950 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10481 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10601 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10661 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10661 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10600 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10401 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10557 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10577 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10567 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10601 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10451 WAKEMAN		
MANASSAS, CITY OF UTILITIES	10557 TERMINAL		
MANASSAS, CITY OF UTILITIES	10549 TERMINAL		
MANASSAS, CITY OF UTILITIES	10541 TERMINAL		
MANASSAS, CITY OF UTILITIES	10529 TERMINAL		
MANASSAS, CITY OF UTILITIES	10501 TERMINAL		
MANASSAS, CITY OF UTILITIES	10547 TERMINAL		
MANASSAS, CITY OF UTILITIES	10631 OBSERVATION		
MANASSAS, CITY OF UTILITIES	10600 HARRY J PARRISH		
MANASSAS, CITY OF UTILITIES	10509 WAKEMAN DR		
MANASSAS, CITY OF UTILITIES	10499 OBSERVATION RD		
MANASSAS, CITY OF UTILITIES	10501 OBSERVATION RD		
AIRPORT PROJECTS			
Vendor	Description	Past 30 Days	FY22 Gross Amount
DELTA AIRPORT CONSULTANTS INC	General Engineering		\$ -
DELTA AIRPORT CONSULTANTS INC	Construct Taxiway G/ Taxilane Y		\$ 16,375.47
REYNOLDS SMITH & HILLS INC	Runway 16R/34L Rehab Design		\$ 1,607.16
CHEMUNG	CONSTRUCTION		\$ -
REYNOLDS SMITH & HILLS INC	LOMR East Corp Expansion	\$ 2,688.30	\$ 2,688.30
REYNOLDS SMITH & HILLS INC	TAXIWAY A Rehab Design		\$ 12,531.42
TOWER INVOICES			
Vendor	Description	Past 30 Days	FY22 Gross Amount
MANASSAS, CITY OF UTILITIES	10603 observation		\$ 32.40
MANASSAS, CITY OF UTILITIES	10605 observation		\$ 32.40
Cintas	Tower Mats	\$ 12.96	\$ 45.36
WALKERS CRPT CRE/JANTRL SVC	JANITORIAL SERVICES		\$ 32.40
WASHINGTON GAS	10603 Observation		\$ 32.40



Airport Director's Office Juan E. Rivera

Memorandum

September 9, 2021

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: **AIRPORT DIRECTOR'S REPORT FOR SEPTEMBER 2021**

CITY COUNCIL ACTIONS IN REGARDS TO THE AIRPORT

1. City Council was in recess the month of August. No action was taken.
2. The Airport has two items on the September 13, 2021 Agenda:
 - a. Acceptance of FAA AIP Grant for the Master Plan Update
 - b. Acceptance of FAA AIP Grant for the Reconstruction of Taxiway B and Taxilane Y.

T-HANGAR OCCUPANCY RATE

West T-Hangars: 55 out of 59 Rented

93% Rented – **1 new tenant.**

East T-Hangars: 97 out of 97 Rented

100% Rented – **2 new tenants.**

East and West Hangars – 152 out of 156 – 97% Rented

Waiting List Status

New waiting list policy to be sent out next week. Stats below are pre policy implementation.

Breakdown

Total on List – 90

TIE-DOWN OCCUPANCY RATE

West Tie-Down: 37 out of 85 Rented

44% Rented – **No change.**

East Tie-Down: 79 out of 86 Rented

92% Rented – **5 new tenants vacated**

East and West Tie-Down – 116 out of 171 Rented – 68% Rented

September 9, 2021
Airport Director's Report for September
Page Two

Squatters

N/A

NOISE COMPLAINTS

There were two (2) noise complaints recorded by Airport Operations in the month of August 2021.

1 – Aircraft Overflights

1 – General Complaint

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.

TAXIWAY G/TAXILANE Y (CONSTRUCTION)

The project is complete. There are a few administrative details to complete such as submitting the final FAA Request for Reimbursement (RFR). The original Project Budget was \$3,773,119.00. The final Project Cost is \$3,737,792.17. This would be an underrun of \$35,326.83. The total contract time was 92 Calendar Days. The total Change Order amount was \$41,816.49.

RUNWAY 16R/34L REHABILITATION (Construction Phase)

The contractor is still waiting for the paint to complete the project. The Nationwide painted shortage has impacted the contractor's ability to apply the 2nd coat of paint. It is anticipated that they will receive the paint in October since there is currently a nationwide shortage of painting products. This project should now be closed-out by the end of November of 2021.

FAA ATC TOWER LEAK & ROOF REPLACEMENT

The staff is in the process of getting prices for just replacing the roof on the base building and the tower. The staff received a price of \$49,110.00 to seal the area where the tower cab sits on the tower and to replace the catwalk. A Purchase Order was issued for the sealing of the tower cab and the work is expected to start in October.

MASTER PLAN UPDATE

The grant application for this project has been submitted to the FAA for approval. The total project cost is \$776,992.00. The Airport Director received the grant from the FAA and it is anticipated that the City Council will approve the acceptance of the grant and authorize the Mayor to sign the grant agreement. A Notice to Proceed (NTP) should be given before the end of September.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

RS&H has started the Final Design for the cost of \$102,749.00. The anticipated design and bidding schedule: 1) Bid Documents Complete December 17, 2021 2) Bid Opening February 1, 2022 3) Construction June-August, 2022

September 9, 2021
Airport Director's Report for September
Page Three

TAXIWAY B REHABILITATION


The grant application has been submitted to the FAA by the Airport staff. The total project cost is \$530,000.00. The Airport Director received the grant from the FAA and it is anticipated that the City Council will approve the acceptance of the grant and authorize the Mayor to sign the grant agreement. Notice to proceed (NTP) should be given by the end of September.

TAXIWAY A DESIGN EFFORT

RS&H has finalized the design and incorporating comments they received from the FAA, State and Airport staff. RS&H has submitted the final design to the City for its comments. It is anticipated that the project would be bid in March of next year and the grant application would be submitted in May of 2022. Construction would begin in summer of 2022.

UPCOMING EVENTS

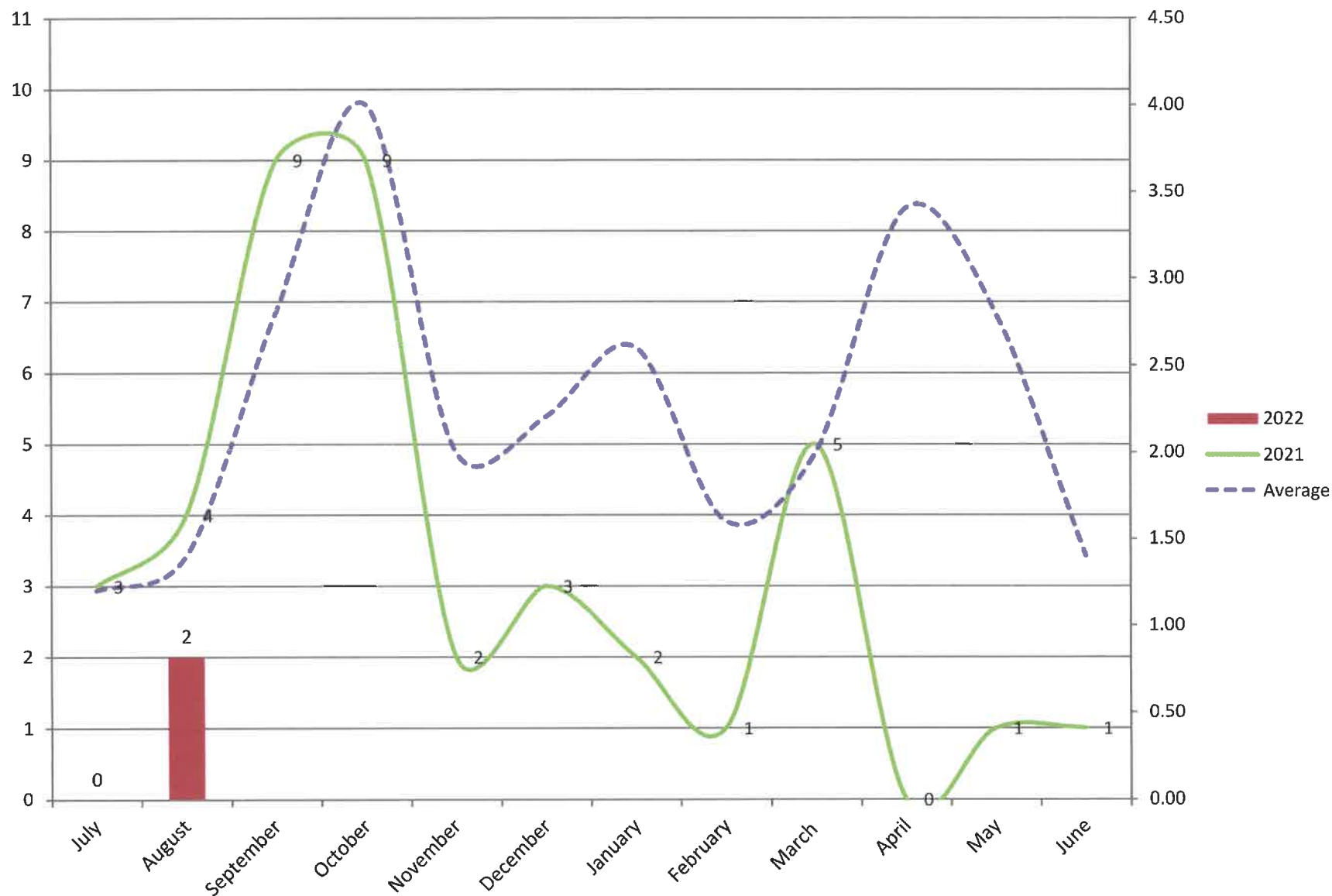
- a. Greater Washington Business Aviation Association (GWBA) Golf Tournament – September 16th @ 1757 Golf Club
- b. October 24th Commission Retreat
- c. November 8th Annual Report to City Council



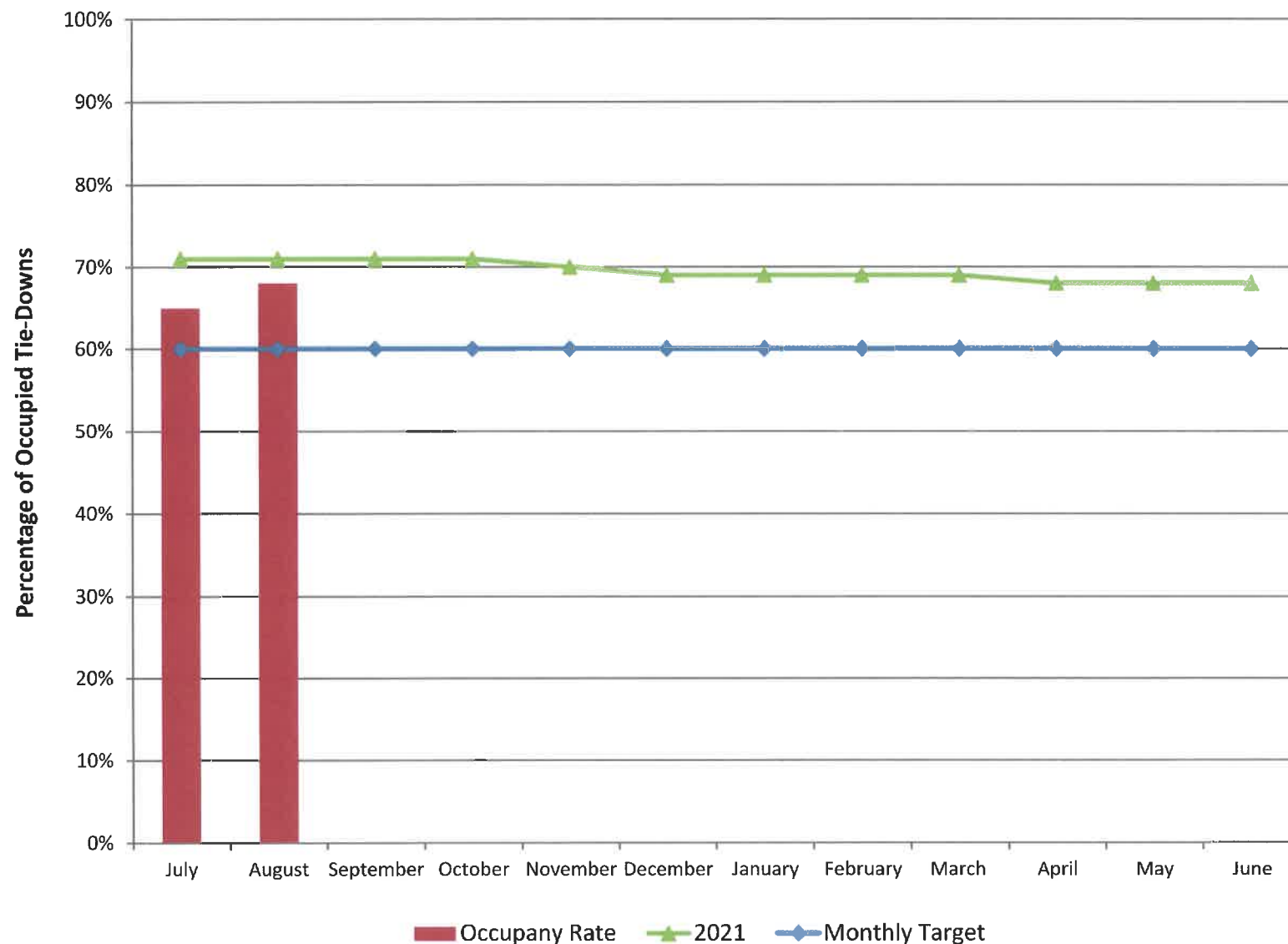
Juan E. Rivera, Director
Manassas Regional Airport

Attachments: Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates

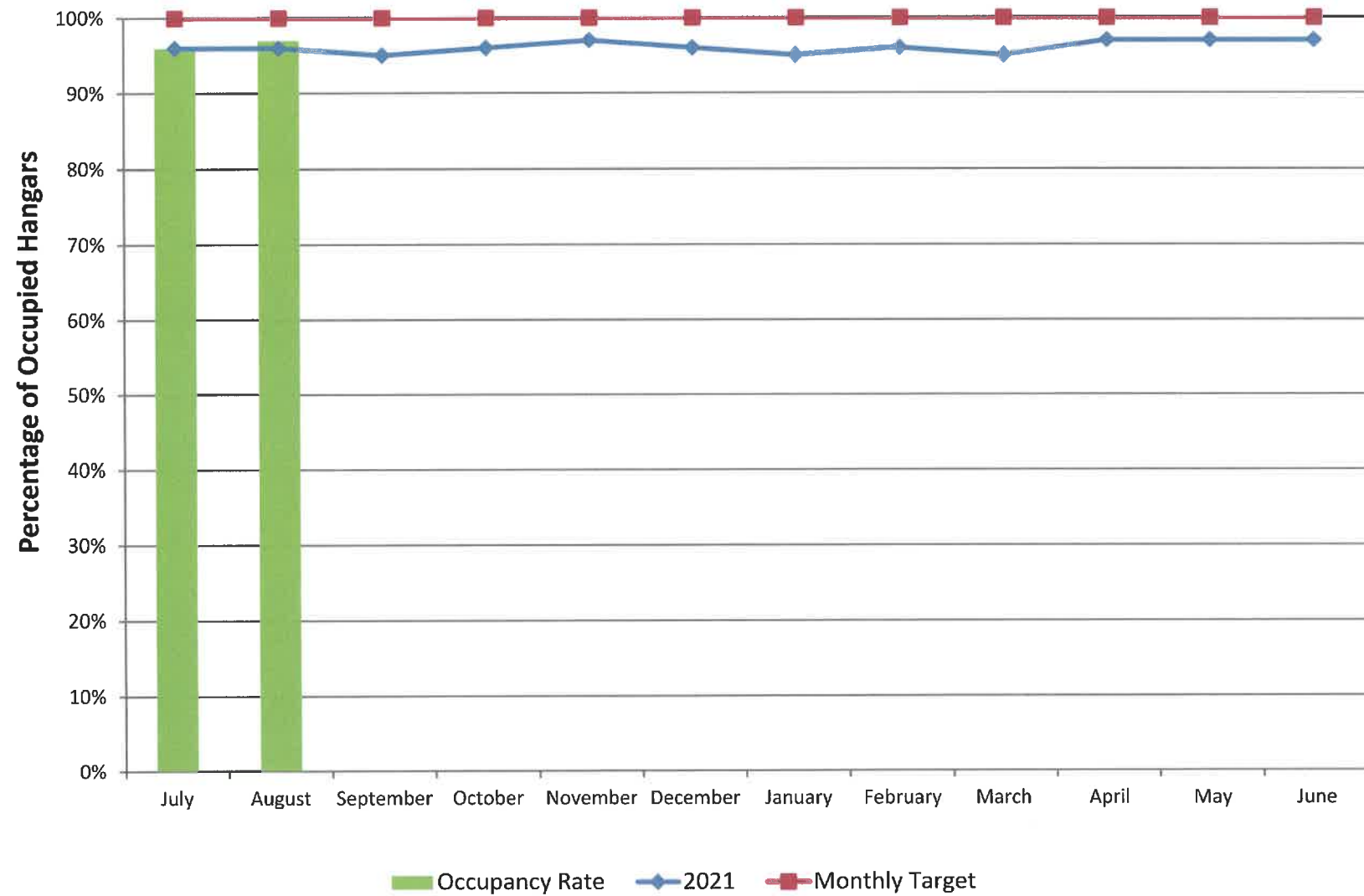
Noise Complaints FY 2021-2022



FY2022 Tie-Down Occupancy Rates



FY2022 Hangar Occupancy Rates



Aging Report

Item 4b

Customer Id	Customer Name	Bill Year	Bill Number	Bill Due Date	Unpaid Balance	Billed Amount	Adjusted Amount	Paid Amount	61 to 90 Days Past	91 to 120 Days Past	Over 120 Days Past	Interest Due	Total Due Now
36535	THOMPSON, LOREN	2021	80610	05/01/2021	\$335.00	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335.00	\$0.00	\$335.00
36535	THOMPSON, LOREN	2021	80611	05/31/2021	\$335.00	\$335.00	\$0.00	\$0.00	\$0.00	\$335.00	\$0.00	\$0.00	\$335.00
36553	KEDDIS, MOHEB	2021	72312	07/01/2021	\$335.00	\$335.00	\$0.00	\$0.00	\$335.00	\$0.00	\$0.00	\$0.00	\$335.00
36864	COWAN GROUP	2021	68811	05/31/2021	\$3,000.00	\$3,088.00	\$0.00	\$88.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00
38602	DONBUSH, KEN	2021	84210	05/01/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$80.00
38602	DONBUSH, KEN	2021	84211	05/31/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$80.00
38602	DONBUSH, KEN	2021	84212	07/01/2021	\$80.00	\$80.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
42130	CIVIL AIR PATROL	2021	3012712	07/01/2021	\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
42368	AEROSOLUTIONS GROUP INC	2021	88411	05/31/2021	\$1,344.27	\$1,344.27	\$0.00	\$0.00	\$0.00	\$1,344.27	\$0.00	\$0.00	\$1,344.27
42368	AEROSOLUTIONS GROUP INC	2021	88412	07/01/2021	\$1,344.27	\$1,344.27	\$0.00	\$0.00	\$1,344.27	\$0.00	\$0.00	\$0.00	\$1,344.27
306206	M J COLGAN ASSOCIATES	2021	87112	07/01/2021	\$102.32	\$3,075.85	\$0.00	\$2,973.53	\$102.32	\$0.00	\$0.00	\$0.00	\$102.32

Revenues

Item 4b

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57097400	315200	Leases and Rents	-2,179,340	0	-2,179,340	-354,429.81	0.00	-1,824,910	16.30
57097400	315204	Hangar Rentals	-958,790	0	-958,790	-164,317.58	0.00	-794,472	17.10
57097400		Total 57097400 Use of Money & Prope	-3,138,130	0	-3,138,130	-518,747.39	0.00	-2,619,383	16.50
57097600	317510	Airport Tie-Down Fees	-70,000	0	-70,000	-19,941.29	0.00	-50,059	28.50
57097600	317520	Airport Fuel Flowage Fees	-208,390	0	-208,390	-62,752.16	0.00	-145,638	30.10
57097600	317530	Airport Security Surcharge	-52,000	0	-52,000	-15,204.16	0.00	-36,796	29.20
57097600	317535	Airport Car Rental Revenue	-16,000	0	-16,000	-768.74	0.00	-15,231	4.80
57097600		Total 57097600 Sales & Connections	-346,390	0	-346,390	-98,666.35	0.00	-247,724	28.50
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-625.73	0.00	-1,874	25.00
57097700	318426	Card Replacement Fees	-200	0	-200	-35.00	0.00	-165	17.50
57097700	318650	Airport Commercial Op Permit	-6,600	0	-6,600	-25.00	0.00	-6,575	0.40
57097700		Total 57097700 Other Local Rev-Gene	-9,300	0	-9,300	-685.73	0.00	-8,614	7.40
57097900	322071	VA State Reimbursements	-35,000	0	-35,000	0.00	0.00	-35,000	0.00
57097900		Total 57097900 State Non-Categorica	-35,000	0	-35,000	0.00	0.00	-35,000	0.00
57098200	332010	FAA Tower Rent from Fed Govt	-15,580	0	-15,580	-2,596.00	0.00	-12,984	16.70
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	0.00	0.00	-25,700	0.00
57098200		Total 57098200 Federal Non-Categori	-41,280	0	-41,280	-2,596.00	0.00	-38,684	6.30
57099100	346400	Contr Surplus-Net Position	-1,400,000	0	-1,400,000	0.00	0.00	-1,400,000	0.00
57099100		Total 57099100 OFS-Contribution fro	-1,400,000	0	-1,400,000	0.00	0.00	-1,400,000	0.00
		Revenue Total	-4,970,100	0	-4,970,100	-620,695.47	0.00	-4,349,405	12.50

Expenditures

Item 4b

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003703	411000	Salaries and Wages	607,700	0	607,700	67,507.76	0.00	540,192	11.10
57003703	411020	Board and Elections Stipends	10,000	0	10,000	4,700.00	0.00	5,300	47.00
57003703	412000	S&W-On-Call	23,300	0	23,300	2,855.33	0.00	20,445	12.30
57003703	416000	S&W-Overtime	25,000	0	25,000	1,497.96	0.00	23,502	6.00
57003703	416010	Hours Worked on a Holiday	800	0	800	24.19	0.00	776	3.00
57003703	420000	Employee Benefits	266,500	0	266,500	0.00	0.00	266,500	0.00
57003703	420002	Deferred Compensation	0	0	0	257.24	0.00	-257	100.00
57003703	420004	FICA	0	0	0	5,825.79	0.00	-5,826	100.00
57003703	420006	Virginia Retirement System	0	0	0	6,611.13	0.00	-6,611	100.00
57003703	420008	Group Health	0	0	0	6,355.53	0.00	-6,356	100.00
57003703	420010	Worker's Compensation	0	0	0	506.77	0.00	-507	100.00
57003703	420012	Group Term Life Insurance	0	0	0	647.12	0.00	-647	100.00
57003703	420014	Long Term Disability	0	0	0	197.37	0.00	-197	100.00
57003703	420031	Car Allowance	6,030	0	6,030	738.46	0.00	5,292	12.20
57003703	431000	Professional Services	75,000	0	75,000	0.00	0.00	75,000	0.00
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	0.00	0.00	1,500	0.00
57003703	436000	Advertising Services	60,000	0	60,000	0.00	0.00	60,000	0.00
57003703	439000	Other Purchased Services	18,000	0	18,000	517.94	5,500.00	11,982	33.40
57003703	441000	Information Technology Charges	57,830	0	57,830	9,640.00	0.00	48,190	16.70
57003703	441005	Phones and Voicemail Charges	18,170	0	18,170	3,030.00	0.00	15,140	16.70
57003703	441045	IT GIS Mapping Charges	8,020	0	8,020	1,340.00	0.00	6,680	16.70
57003703	441050	IT Purchases Mid-Year	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	442000	Motor Vehicle Charges	49,380	0	49,380	8,230.00	0.00	41,150	16.70
57003703	444000	Cost Allocation Charges	182,960	0	182,960	30,500.00	0.00	152,460	16.70
57003703	447000	Radio Charges	1,550	0	1,550	260.00	0.00	1,290	16.80
57003703	451001	Utilities	20,000	0	20,000	0.00	0.00	20,000	0.00
57003703	451002	City Utility Charges	127,000	0	127,000	8,299.94	0.00	118,700	6.50
57003703	452003	Cell Phone Charges	4,500	0	4,500	735.85	0.00	3,764	16.40
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	354.06	0.00	2,646	11.80
57003703	452008	Telephone Service Charges	500	0	500	5.25	0.00	495	1.10
57003703	453000	Insurance	55,500	0	55,500	10,169.00	0.00	45,331	18.30
57003703	454001	Operating Leases	3,500	0	3,500	267.51	0.00	3,232	7.60
57003703	455001	Mileage	1,000	0	1,000	57.62	0.00	942	5.80
57003703	455002	Training and Travel	12,500	0	12,500	549.89	0.00	11,950	4.40
57003703	455005	Meeting / Business Expense	8,000	0	8,000	61.10	0.00	7,939	0.80
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	0.00	0.00	6,500	0.00
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	99.99	0.00	3,400	2.90
57003703	462000	Other Supplies	5,000	0	5,000	647.42	0.00	4,353	12.90
57003703	463000	Books and Subscriptions	500	0	500	0.00	0.00	500	0.00
57003703	464000	Uniforms and Safety Apparel	3,500	0	3,500	817.57	0.00	2,682	23.40
57003703	471000	Equipment & Machinery Purch	46,000	0	46,000	0.00	12,413.50	33,587	27.00
57003703		Total 57003703 Airport Operations	1,765,740	0	1,765,740	173,307.79	17,913.50	1,574,519	10.80
57003710	433000	Maintenance Services	55,000	0	55,000	916.46	0.00	54,084	1.70
57003710	433001	Refuse Collection Services	6,000	0	6,000	461.48	0.00	5,539	7.70
57003710	433003	Janitorial Services	25,000	0	25,000	2,546.36	0.00	22,454	10.20

Expenditures

Item 4b

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	545.00	0.00	7,455	6.80
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	0.00	0.00	2,500	0.00
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	0.00	0.00	35,000	0.00
57003710	439000	Other Purchased Services	36,000	0	36,000	4,700.00	6,218.44	25,082	30.30
57003710	439004	Paving Services	65,000	0	65,000	0.00	0.00	65,000	0.00
57003710	439008	Hazmat Disposal	17,000	0	17,000	0.00	0.00	17,000	0.00
57003710	439014	Security Services	92,000	0	92,000	7,883.01	0.00	84,117	8.60
57003710	454004	Miscellaneous Rentals	2,000	0	2,000	0.00	0.00	2,000	0.00
57003710	462000	Other Supplies	26,000	0	26,000	225.81	0.00	25,774	0.90
57003710	462001	Tools	10,000	0	10,000	74.99	0.00	9,925	0.70
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	31.25	0.00	14,969	0.20
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	0.00	0.00	20,000	0.00
57003710	462047	Airfield Supplies	11,000	0	11,000	0.00	0.00	11,000	0.00
57003710	462048	Security Supplies	20,000	0	20,000	6,044.08	-5,875.09	19,831	0.80
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	0.00	0.00	5,000	0.00
57003710	462067	Maintenance Supplies	2,500	0	2,500	571.68	0.00	1,928	22.90
57003710	466000	Building and Repair Materials	35,000	0	35,000	107.46	0.00	34,893	0.30
57003710	467000	Fuels/Oils/Lubricants	11,500	0	11,500	0.00	0.00	11,500	0.00
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	699.34	0.00	24,301	2.80
57003710	471000	Equipment & Machinery Purch	60,000	0	60,000	0.00	47,350.00	12,650	78.90
57003710		Total 57003710 Airport Maintenance	634,700	0	634,700	24,806.92	47,693.35	562,200	11.40
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	0.00	0.00	2,500	0.00
57003711	433009	Elevator Services	3,000	0	3,000	300.00	0.00	2,700	10.00
57003711	433014	Elevator Inspections	1,000	0	1,000	242.00	0.00	758	24.20
57003711	462000	Other Supplies	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711		Total 57003711 FAA Tower Nonreimbur	23,500	0	23,500	542.00	0.00	22,958	2.30
57003712	433000	Maintenance Services	14,000	0	14,000	1,732.16	0.00	12,268	12.40
57003712	451002	City Utility Charges	18,500	0	18,500	1,110.28	0.00	17,390	6.00
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	0.00	0.00	1,000	0.00
57003712		Total 57003712 FAA Tower Reimbursab	33,500	0	33,500	2,842.44	0.00	30,658	8.50
57003713	416000	S&W-Overtime	3,000	0	3,000	0.00	0.00	3,000	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	0.00	0.00	15,000	0.00
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	12,000	0	12,000	0.00	0.00	12,000	0.00
57003713		Total 57003713 Airport-Special Proj	33,000	0	33,000	0.00	0.00	33,000	0.00
57003793	462000	Other Supplies	100,000	0	100,000	0.00	0.00	100,000	0.00
57003793	481001	Principal - Bonds Payable	211,030	0	211,030	180,000.00	0.00	31,030	85.30
57003793	481021	Interest - Bonds Payable	30,170	0	30,170	13,531.88	0.00	16,638	44.90
57003793	492575	Transfer to Airport Capital	1,682,000	0	1,682,000	1,582,000.00	0.00	100,000	94.10
57003793	496004	Contrib to Net Position	456,460	0	456,460	0.00	0.00	456,460	0.00
57003793		Total 57003793 Airprt Capex-Finance	2,479,660	0	2,479,660	1,775,531.88	0.00	704,128	71.60
Expense Total			4,970,100	0	4,970,100	1,977,031.03	65,606.85	2,927,462	41.10



MANASSAS REGIONAL AIRPORT COMMISSION

Item 5

MEETING DATE: September 16, 2021

TIME ESTIMATE: 5 Minutes

AGENDA TITLE: Foam Suppression Discharge Incident Report

RECOMMENDATION: N/A

MOTION:

DATE LAST CONSIDERED BY COMMISSION: N/A – Information Only

SUMMARY AND/OR COMMENTS: This is a brief presentation regarding the foam suppression discharge incident that occurred at the Leidos Hangar facility off of Frank Marshal Lane. Information will be presented on PowerPoint slides.

FISCAL IMPACT: N/A

STAFF CONTACT: Richard Allabaugh, 257-8402

Airport Director



MANASSAS REGIONAL AIRPORT COMMISSION

Item 6

MEETING DATE:	September 16, 2021
TIME ESTIMATE:	5 Minutes
AGENDA TITLE:	Review of AOPA's Aviator's Showcase
RECOMMENDATION:	N/A
MOTION:	
DATE LAST CONSIDERED BY COMMISSION:	N/A – Information Only
SUMMARY AND/OR COMMENTS:	This is a brief presentation on the AOPA Aviator's Showcase event. Staff will report on attendance and the Airport's experience of the event. Information will be presented on PowerPoint slides.
FISCAL IMPACT:	N/A
STAFF CONTACT:	Richard Allabaugh, 257-8402

Airport Director



MEETING DATE: September 16, 2021

TIME ESTIMATE: 5 minutes

AGENDA TITLE: Consideration of reinstating a year-to-year Lease Agreement with American Aviation and American Helicopter

RECOMMENDATION: **Reinstate a One Year Hangar Lease Agreement for both American Aviation and American Helicopter.**

MOTION: I move that the starting October 1, 2021 that American Aviation and American Helicopter be given a year-to-year Lease Agreement for their current hangars.

DATE LAST CONSIDERED BY COMMISSION: N/A – New Business

SUMMARY AND/OR COMMENTS: American Aviation and American Helicopters were placed on a month-to-month lease arrangement as part of their Debt Payoff Plan. The Airport Director was informed on September 2, 2021 by the Treasurer's Office that the remaining delinquency had been paid off and the rent was current for both companies. There is a zero balance on both accounts.

Mrs. Ann Rychlik has requested that the Airport reinstate their annual lease arrangements.

FISCAL IMPACT: There is no fiscal impact to the Airport Fund.

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

A handwritten signature in black ink, appearing to be 'JR' or similar, written over a horizontal line.

Airport Director

Juan Rivera

From: Dustin Burgess
Sent: Thursday, September 2, 2021 4:49 PM
To: Juan Rivera; Shannon Bryner
Subject: Rychlik and American Aviation and American Helicopters

We received payment for the remaining delinquency and current rent today for both CIDs. Zero balance due on both accounts until next billing.

Dustin Burgess
Deputy Treasurer-Compliance
City of Manassas Treasurer's Office
(703)257-8244

From: Ann Rychlik <nextflightann@yahoo.com>
Sent: Thursday, September 2, 2021 4:51 PM
To: Juan Rivera
Cc: krychlik@americanheli.com
Subject: [EXTERNAL]Check copy

[EXTERNAL]

Juan,

Attached is the check copy for the September rent and the final remaining balance of the past due amount. Both of our accounts have a zero balance as of today. I asked for a statement showing the zero balance but apparently the system can't print a statement showing nothing owed.

To this end, I am requesting a year lease beginning on October 1, 2021. We have done everything asked of us and paid every amount on time. We have proven our ability and resolve to pay in a timely fashion and we deserve an annual lease. There is no reason for us to continue on the month to month lease.

Thank you,
Ann Rychlik
American Helicopters & Aviation



MANASSAS REGIONAL AIRPORT COMMISSION

Item 12

MEETING DATE: September 16, 2021

TIME ESTIMATE: 5 minutes

AGENDA TITLE: Review and consideration of recommending approval to the City Council a Consent and Estoppel Agreement from SJCO – Aurora Manassas VA LLC that would assign the Franchise to Credit Tenant Capital, LLC (“CTC”).

RECOMMENDATION: **Approve the Consent and Estoppel Agreement for SJCO- Aurora Manassas VA LLC and recommend that the City Council approve the agreement and assign the Franchise to CTC.**

MOTION: I move that the Consent and Estoppel Agreement between SJCO – Aurora Manassas VA LLC and the City of Manassas that will assign the Franchise to CTC be approved and that the Airport Commission recommend that it be approved by the City Council.

DATE LAST CONSIDERED BY COMMISSION: N/A – New Business

SUMMARY AND/OR COMMENTS: The Airport Director was informed on July 1, 2012 that the principals of SJCO – Aurora Manassas VA, LLC wanted to sell (assign) the Franchise to CTC. SJCO proposes to sell 100% of the members’ ownership interest in and to SJCO to Credit Tenant Capital, LLC or CTC. This would be a total assignment of the Franchise and SJCO would have a sole owner, Mr. John K.C. Hyslip. Article 12, section 12.1 of the Franchise give the Franchisee the right to assign the Franchise with the prior approval of the City Council. Although the name on the Franchise will remain the same, section 12.7 states that if the majority of the ownership of the non-public corporation results in a change of control of said corporation, it shall be deemed an assignment and subject to City Council approval.

FISCAL IMPACT: There is no fiscal impact to the Airport Fund. The assignee must abide by all provision of the existing Franchise which includes paying the rents outlined in the payment schedule of the Franchise.

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



Airport Director

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “Consent”), dated as of July ___, 2021, is executed by THE CITY OF MANASSAS (“Lessor”) and SJCO – AURORA MANASSAS VA, LLC (“Lessee”).

WHEREAS, SJCO – AURORA MANASSAS VA, LLC, a Delaware limited liability company (“SJCO”) is the lessee under that certain Franchise Agreement, dated August 17, 2005, as amended by the “First Amendment of Franchise Agreement” dated March 10, 2014 (the “Franchise Agreement”) originally made by and between Lessor and AURORA FLIGHT SCIENCES CORPORATION, a Delaware corporation (“AFSC”), pursuant to which Lessor granted to AFSC the non-exclusive privilege to construct, develop and equip a manufacturing facility of unmanned flight vehicles and perform certain services on those certain parcels of land consisting of a total of approximately 3.75376 acres located within the Manassas Regional Airport in the City of Manassas, as more particularly described in Exhibit A hereto (together with all improvements located thereon, the “Premises”);

WHEREAS, the interests of AFSC as lessee under the Franchise Agreement were assigned to 9950 Wakeman Drive, LLC, a Delaware limited liability company (“9950 Wakeman”), which in turn subleased the premises back to AFSC (the “Sublease”), which continues to occupy the same as sublessee;

WHEREAS, 9950 Wakeman subsequently assigned its rights under the Franchise Agreement and the Sublease to SJCO – AURORA MANASSAS VA, LLC, and AFSC continues to occupy the premises as sublessee under the Sublease;

WHEREAS SJCO proposes to sell one hundred percent (100%) of the members’ ownership interests in and to SJCO (the “Assignment”) to Credit Tenant Capital, LLC, or its nominee (“CTC”), pursuant to a Contract of Sale dated June 28, 2021; AFSC will continue to occupy the premises as sublessee under the Sublease; and

WHEREAS, SJCO has requested Lessor’s consent to the Assignment in accordance with the Franchise Agreement, and Lessor has agreed to provide such consent on the conditions as hereinafter set forth;

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

1. **Consent.** Lessor consents to the Assignment to CTC. Lessor agrees, in the event the Assignment is completed, to continue to recognize SCJO as the lessee and will continue to recognize AFSC as the sublessee under the Franchise Agreement. Lessor acknowledges that the Sublease to AFSC requires that the sublessee continue to pay and perform the obligations of the Franchise Agreement and Lessor will accept payment and performance under the Franchise Agreement directly from AFSC as the sublessee provided, however, that pursuant to Section 12.5 of the Franchise Agreement the recognition of AFSC as the sublessee shall not relieve SCJO as the lessee of any of its obligations to the City set forth in or arising from the Franchise Agreement.

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

3. **Amendments or Modifications.** Except provided by its terms, the Franchise Agreement shall not be modified, terminated, amended, altered or cancelled without a written agreement between Lessor and the holder of the lessee's interest therein.

4. **Lessor's Representations and Warranties.** Lessor certifies to SJCO, CTC and AFSC as follows:

(a) The Franchise Agreement is in full force and effect, and a complete and correct copy of the Franchise Agreement is attached as Exhibit B hereto.

(b) To the best of Lessor's knowledge, no events of default by 9950 Wakeman, AFSC, SJCO or Lessor have occurred under the Franchise Agreement and Lessor knows of no act or omission by either 9950 Wakeman, AFSC, SJCO or Lessor that would become an event of default upon the giving of notice or the passage of time.

(c) SJCO and/or AFSC have performed the obligations listed in Article 6 of the Franchise Agreement.

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

(e) As of the date hereof, SJCO has paid all additional rent due under Article 17 of the Franchise Agreement and SJCO has paid no additional rent more than 30 days in advance.

(f) The use by AFSC of the Premises complies with Article 3 of the Franchise Agreement, as amended by the First Amendment of Franchise Agreement" dated March 10, 2014.

(g) AFSC has properly and timely completed all improvements required under Article 4 and Appendix A of the Franchise Agreement and such improvements have been accepted by Lessor.

(h) To the best of Lessor's knowledge, SJCO and/or AFSC have properly and timely performed all of the maintenance and repairs required under Article 5 of the Franchise Agreement.

(i) To the best of Lessor's knowledge, SJCO and/or AFSC have properly and timely performed the non-discrimination requirements and affirmative action program requirements set forth in Article 14 of the Franchise Agreement.

(j) Lessor has received copies of all licenses and permits required under Article 15 of the Franchise Agreement.

(k) AFSC has provided the Lessor with satisfactory evidence that AFSC has obtained and is maintaining all of the insurance required under Article 29 of the Franchise Agreement.

(l) To the best of Lessor's knowledge, SJCO and AFSC is in compliance with all requirements of Article 30 of the Franchise Agreement related to hazardous materials and compliance with laws and environmental laws.

5. **Further Provisions.** (A) The general notice provision is Article 24 of the Franchise Agreement, as amended by the First Amendment of Franchise Agreement" dated March 10, 2014. (B) Lessor acknowledges that, upon the Assignment to CTC and the Sublease to AFSC, SJCO shall continue to be the lessee under the Franchise Agreement, so (i) no bankruptcy by AFSC will be a default under Article 18 of the Franchise Agreement, and (ii) AFSC cannot elect not to repair or restore the Premises after damage or destruction under Article 29 of the Franchise Agreement, since the right to make such election will be vested in SJCO as Lessee.

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the execution of the Assignment SJCO, as Lessee and 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 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 Consent shall be binding upon Lessor and its respective successors and assigns.

9. **Severability.** In the event that any one or more of the provisions contained in this Consent 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 the remaining provisions contained herein, shall not be in any way affected or impaired.

10. **Headings.** The headings of the sections of this Consent are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Consent.

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

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

CITY OF MANASSAS

By: _____

Name: Michelle Davis-Younger

Title: Mayor

SJCO – AURORA MANASSAS VA, LLC

By: _____

Name: _____

Title: _____

EXHIBIT “A”

LEGAL DESCRIPTION

[Attached]



MANASSAS REGIONAL AIRPORT COMMISSION

Item 13

MEETING DATE: September 16, 2021

TIME ESTIMATE: 5 minutes

AGENDA TITLE: Review and consideration of recommending approval to the City Council a Consent and Estoppel Agreement from Chantilly Air Inc that would assign the Franchise to Bright Wings Hangars LLC.

RECOMMENDATION: **Approve the Consent and Estoppel Agreement for Chantilly Air, Inc. and recommend that the City Council approve the agreement and assign the Franchise to Bright Wings Hangars LLC.**

MOTION: I move that the Consent and Estoppel Agreement between Bright Wings Hangars LLC and the City of Manassas that will assign the Franchise to Bright Wings Hangars LLC be approved and that the Airport Commission recommend that it be approved by the City Council.

DATE LAST CONSIDERED BY COMMISSION: N/A – New Business

SUMMARY AND/OR COMMENTS: The Airport Director was informed by Chantilly Air, Inc. wanted to sell (assign) the Franchise to Bright Wings Hangars LLC. This would be a total assignment of the Franchise. Article 12, section 12.1 of the Franchise give the Franchisee the right to assign the Franchise with the prior approval of the City Council.

FISCAL IMPACT: There is no fiscal impact to the Airport Fund. The assignee must abide by all provision of the existing Franchise which includes paying the rents outlined in the payment schedule of the Franchise.

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



Airport Director

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “*Agreement*”), dated as of [____], 2021, is executed by THE CITY OF MANASSAS (“*City/Lessor*”) and BRIGHT WINGS HANGARS LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. Chantilly Air, Inc., a Virginia corporation (“*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 (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, and Assignee, as Purchaser, are parties to a Purchase and Sale Agreement dated [____], 2021 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 (“*Purchase Agreement*”);

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 26,600 square feet in floor area, as well as any claims of Assignor against the City/Lessor, pursuant to an Assignment and Assumption of Franchise Agreement (“*Assignment Agreement*”), and a Warranty Bill of Sale (“*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/Assignor to and in connection with the Assignment Documents, and City/Lessor has agreed to provide the 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 \$96,914.08 _____ and all installments of the annual rent and any additional rent are current and have been paid through August 1, 2021 _____.

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, as amended by the First Amendment of Franchise Agreement dated October 12, 2009.

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:

Bright Wings Hangars LLC
[Assignee Address]

(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: Michell Davis-Younger

Title: Mayor

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE WILLIAM:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the City of Manassas, Virginia.

Notary Public

My Commission expires the ____ day of _____, _____

[Signature page of City/Lessor]

BRIGHT WINGS HANGARS LLC

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF PRINCE WILLIAM:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is the _____ of the BRIGHT WINGS HANGARS LLC, a Delaware limited liability company.

Notary Public

My Commission expires the ____ day of _____, _____

[Signature page of Assignee]

SCHEDULE 1 TO CONSENT AND ESTOPPEL

LEGAL DESCRIPTION

That certain piece and parcel of land situated in the City of Manassas in the County of Prince William in the State of Virginia, more particularly described as follows:

[See Attached]

SCHEDULE 2 to CONSENT AND ESTOPPEL

FRANCHISE AGREEMENT

[See Attached]