



City of Manassas, Virginia  
Manassas Regional Airport Commission Meeting

AGENDA

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Manassas Regional Airport Commission Meeting  
Terminal Building - 1st Floor Conference Room  
10600 Harry Parrish Boulevard  
Manassas, VA 20110  
Thursday, March 16, 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 February 16, 2023  
[Commission Minutes February 16, 2023.docx](#)

2. Review of Expenses

2.1 Review of Bill Sheet  
[Bill Sheet.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 March 2023.docx](#)
- 4.2 **Tie-Down, Hangar Occupancy Report & Citizen's Monthly Noise Report**  
[February 2023 Tie-Down Occupancy.pdf](#)  
[February 2023 Hangar Occupancy.pdf](#)  
[February 2023 Noise.pdf](#)
- 4.3 **Revenue, Expenditure and Aging Report**  
[Revenue Report.xlsx](#)  
[Expenses Report.xlsx](#)  
[Aging Report Mar 23.xlsx](#)

5. **Presentations**

6. **Old Business**

7. **Consent Agenda**

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

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

9. **New Business**

- 9.1 **Consent and Estoppel Manassas Airport**  
[Consent and Estoppel Manassas Airport\\_.docx](#)  
[Agenda Statement for Consent and Estoppel for Chantilly Air 3.16.2023.docx](#)

10. **Information Items**

11. **Authorize a Closed Meeting**

- 11.1 **Authorize a Closed Meeting**  
[Agenda\\_Statement\\_-\\_Authorize\\_a\\_Closed\\_Meeting\\_-\\_March 16, 2023 \(1\).docx](#)

12. **Certify the Closed Meeting**

**12.1 Certify the Closed Meeting**

[Agenda\\_Statement\\_-\\_Certify\\_a\\_Closed\\_Meeting\\_on\\_March 16, 2023.docx](#)

**13. City Council Airport Liaison Comments**

**14. Commission Comments**

**Adjournment**



City of Manassas, Virginia  
Manassas Regional Airport Commission Meeting

MINUTES

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Manassas Regional Airport Commission Meeting  
Terminal Building - 1st Floor Conference Room  
10600 Harry Parrish Boulevard  
Manassas, VA 20110  
Thursday, February 16, 2023

The Manassas Regional Airport Commission held its regular meeting in the Airport Conference Room on the above date, attended by, Vice Chairman Ross Snare Member Howard Goodie, Member Jim Uzzle, Member John Snider, Member Lawrence Pigeon, Member David Farajollahi, Member Juan Cabrera; Member Anthony McGhee, Member Vanslyn Augustus. Member not present was Chairman Richard Seraydarian.

Airport Personnel in Attendance: Juan E. Rivera (Airport Director), Patty Bibber (Secretary) Richard Allabaugh (Operations).

Vice Chairman Snare called the meeting to order at 7:03 p.m.

1. Pledge of Allegiance
2. Approval of Meeting Minutes

Member Snider MOVED to approve the minutes for the December 8, 2022 meeting, SECONDED by Member Pigeon and CARRIED UNANIMOUSLY

3. Review of Expenses  
No Comments

4. 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.

5. Airport Director's Report

5.1 Video of YTD Airport Video which was presented to City Council on February 13, 2023

5.2 Master Plan Update – the TAC meeting & public meeting will be March 23, 2023

5.3 Juan & Jolene attended the NBAA S&D conference the week of January 23<sup>rd</sup>. A big topic of discussion was the new I66 hot lanes. Juan will reach out to a firm to do a driving time analysis

5.4 We will not have anyone in the Maintenance Position as Brian's last day is February 24<sup>th</sup>, 2023. We have other interviews and will make an offer to one of the candidates.

5.5 We have purchased one truck this year. It was a replacement truck for Airport Operations. The F450 will have to be replaced next year.

6. Presentations

6.1 Control Tower Statistics (Mr. Richard Allabaugh, Operations, 5 minutes)

7. Old Business

8. 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".

9. Committee Reports (If Available)

9.1 Airport Operations Committee Report (Mr. John Snider, 5 minutes)

Mr. Snider said that the Operations Committee discussed more security here at the airport.

10. New Business

VRE 5 Year Plan Presentation by Mr. Rich Dalton, CEO of VRE

- 11. Information Items (No Discussion Necessary)
- 12. City Council Representative Comments
- 13. Commission Comments
  - 13.1 Member Goodie attended the VABA conference. Very informative
  - 13.2 Member Farajollahi is working on getting funding for the Tower

Member Snider MOVED to adjourn the meeting. SECONDED by Member Cabrera and CARRIED UNANIMOUSLY.

Meeting adjourned at 8:03 PM.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Bill Sheet from 2/16-2023 - 3/8/2023

Vendor	Description	Net Amount
A R C WATER TREATMENT	Water Treatment Services	195.00
ASSOCIATED BUILDING MAINTENANCE	Janitorial Services	4,779.97
BERRY, JOLENE	Reimburse Travel	315.50
CINTAS CORP. #145	Mats/Misc/Uniforms	844.53
CINTAS FIRST AID & SAFETY	Medical Box Supplies	20.61
DELTA AIRPORT CONSULTANTS INC	1/29/23 Reconstruct Taxiway B and Taxilane Y	21,000.00
DUVALL'S PLUMBING/HEATING INC	Backflow Test	500.00
EQUIPMENT SPECIALISTS INC	Snow Plow Blade for F250	8,673.52
PATRIOT FIRE & SECURITY LLC	Fire Alarm System 44% completion	11,925.00
REYNOLDS SMITH & HILLS INC	2/10/23 Phase services for Taxiway A Rehab	7,265.65
RIVERA, JUAN E	Travel Reimbursement	315.50
SECURADYNE SYSTEMS INTERMEDIATE LLC	Replace Door Controllers & Repair Faulty Gate Read	2,825.20
SECURADYNE SYSTEMS INTERMEDIATE LLC	Install new gate reader	926.25
TERMINIX PROCESSING CENTER	Termite Warranty	372.00
U S PLANTS INC	Monthly Plant Maintenance	120.00
UNITED SECURITY FORCES LLC	Security	6,916.10
VERIZON	Phone Service	10.25
WASHINGTON GAS	10509 Wakeman	42.66
WASHINGTON GAS	10529 Wakeman Gas	727.35
WASHINGTON GAS	10603 Observation Gas	141.74
WASHINGTON GAS	10400 Wakeman	3,826.33
		71,743.16



# Airport Director's Office Juan E. Rivera

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## Memorandum

March 8, 2023

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

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

### CITY COUNCIL ACTIONS IN REGARDS TO THE AIRPORT

*At the February 27, 2023 City Council meeting the council held a public hearing on the proposed Franchise for the purpose of leasing a 0.6738-Acre parcel located at 10662 Wakeman Court, Manassas, VA. The public hearing was conducted and no one spoke for or against the recommendation of awarding the Franchise to Burleith TH, LLC. The City Council voted unanimously to award the Franchise to Burleith TH, LLC and held the first reading of the Ordinance.*

### HANGAR OCCUPANCY RATE

East T-Hangars: 97 out of 97 Rented

100% Rented – **No change.**

West T-Hangars: 58 out of 59 Rented

98% Rented – **No change.**

**East and West Hangars – 155 out of 156 – 99% 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 – 124**

**East Side – 114**

**West Side – 86**

**60x50 – 12**



March 8, 2023  
Airport Director's Report for March  
Page Two

### TIE-DOWN OCCUPANCY RATE

East Tie-Down: 81 out of 86 Rented  
94% Rented – **5 vacancies.**

West Tie-Down: 52 out of 89 Rented  
52% Rented – **2 new tenants.**

**East and West Tie-Down – 133 out of 175 Rented – 76% Rented**

### Squatters

There have been no squatters identified at this time on the public use tie-downs.

### NOISE COMPLAINTS FOR JANUARY

There was one noise complaint recorded in February.

#### **November Total(s):**

1 – 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 Airport Staff's next bi-monthly meeting with the staff of RS&H and the Airport Staff is scheduled for February 22, 2023. The TAC and Public meeting have been scheduled for March 23, 2023. The Waste and Recycle Plan has been completed along with the Existing Conditions ALP sheets. RS&H are developing the Alternatives chapter with the expectation of completing a draft by end of February. The Sustainability Initiatives will be underway once the Alternatives draft is completed.

### OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

RS&H has submitted the final plans to the City for final approval. RS&H are preparing a construction administration/inspection Scope of Work (SOW) and independent fee review. The Airport will have to conduct the IFE for the CA and CM services. The plan is to advertise the project by the end of March 2023 with construction to follow in June of 2023. The estimated cost of the project is \$3.8 million.

### TAXIWAY B REHABILITATION

March 8, 2023  
Airport Director's Report for March  
Page Three

The Airport Staff has submitted the modification to standards to the FAA. We are waiting for the FAA's decision. Delta Airport Consultants has updated the plans based on the latest funding. Based on the change (no shoulders) work in the infield is no longer required. The latest FAA guidance is to place an advertisement by late April.

#### 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. 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 FAA announced the award of funding for the BIL ATP program and the Manassas Regional Airport did not get funded. The Airport Director had a meeting with the WADO Manager and we have agreed to move forward with the EA for the new ATC Tower. This will put the Airport in a better position to receive funding in the next round.

#### RUNWAY 16L- 34R REHABILITATION DESIGN AND BIDDING

RS&H are preparing SOW and fee estimate now and will send an IFE package to the Airport Staff for review. It is anticipated that a grant application will be sent to the FAA at the beginning of April. At the FAA's request, RS&H is preparing a rough order of magnitude cost estimate for the rehabilitation project.

#### UPCOMING EVENTS

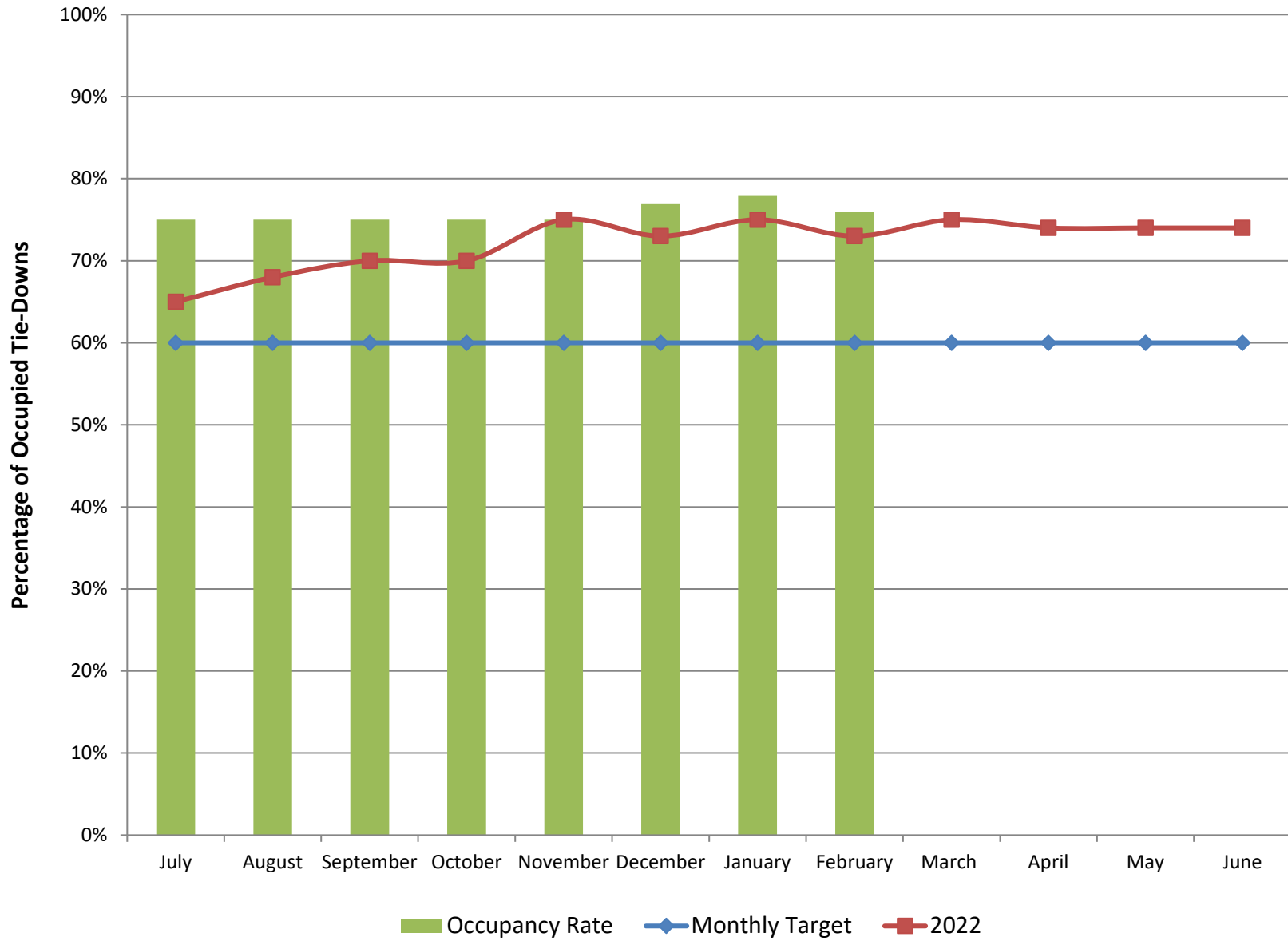
April 1, 2023 – 150<sup>th</sup> Anniversary of the City  
May 2023 – Airport Open House

#### Juan E. Rivera

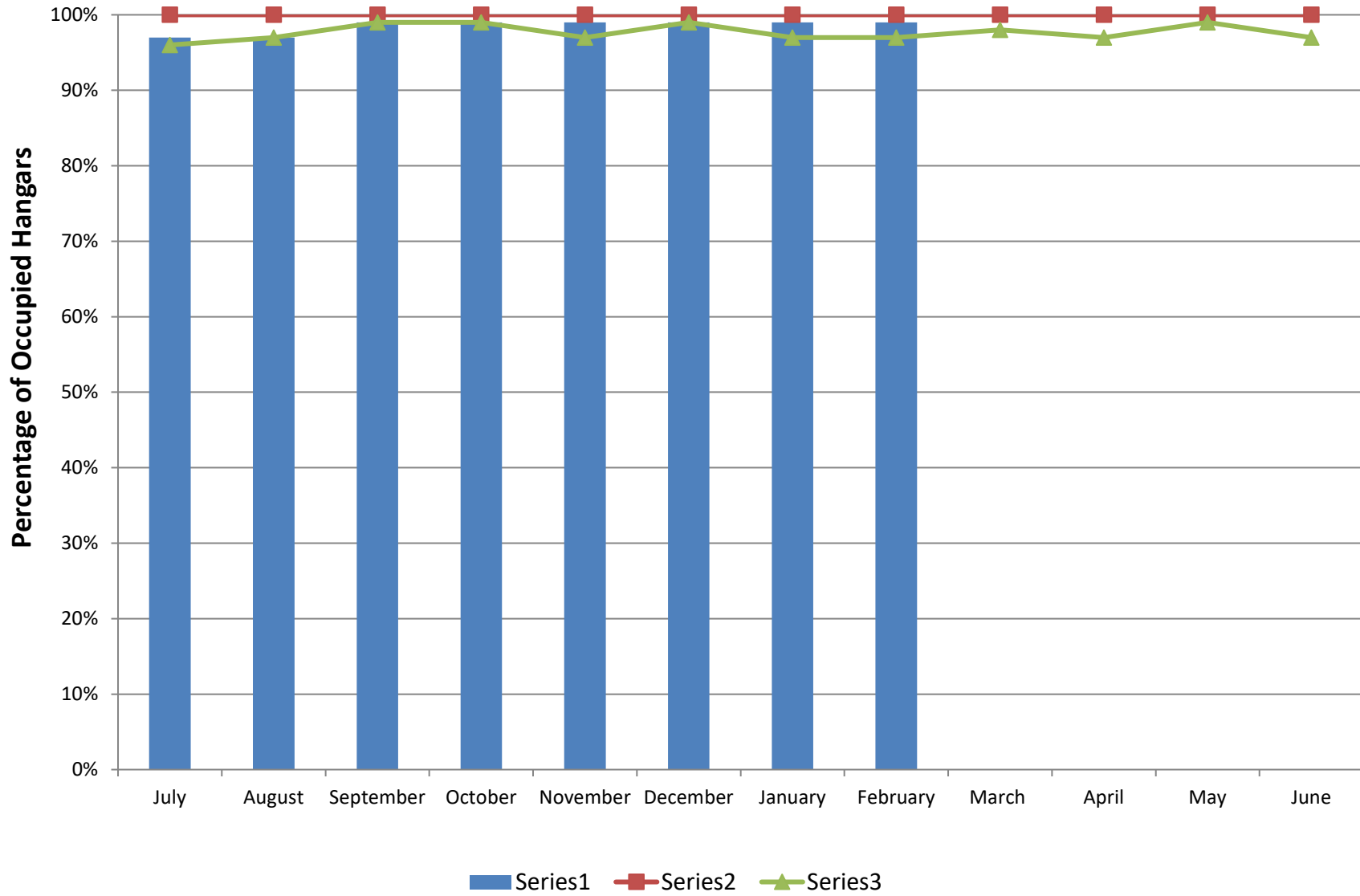
Juan E. Rivera, Director  
Manassas Regional Airport

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

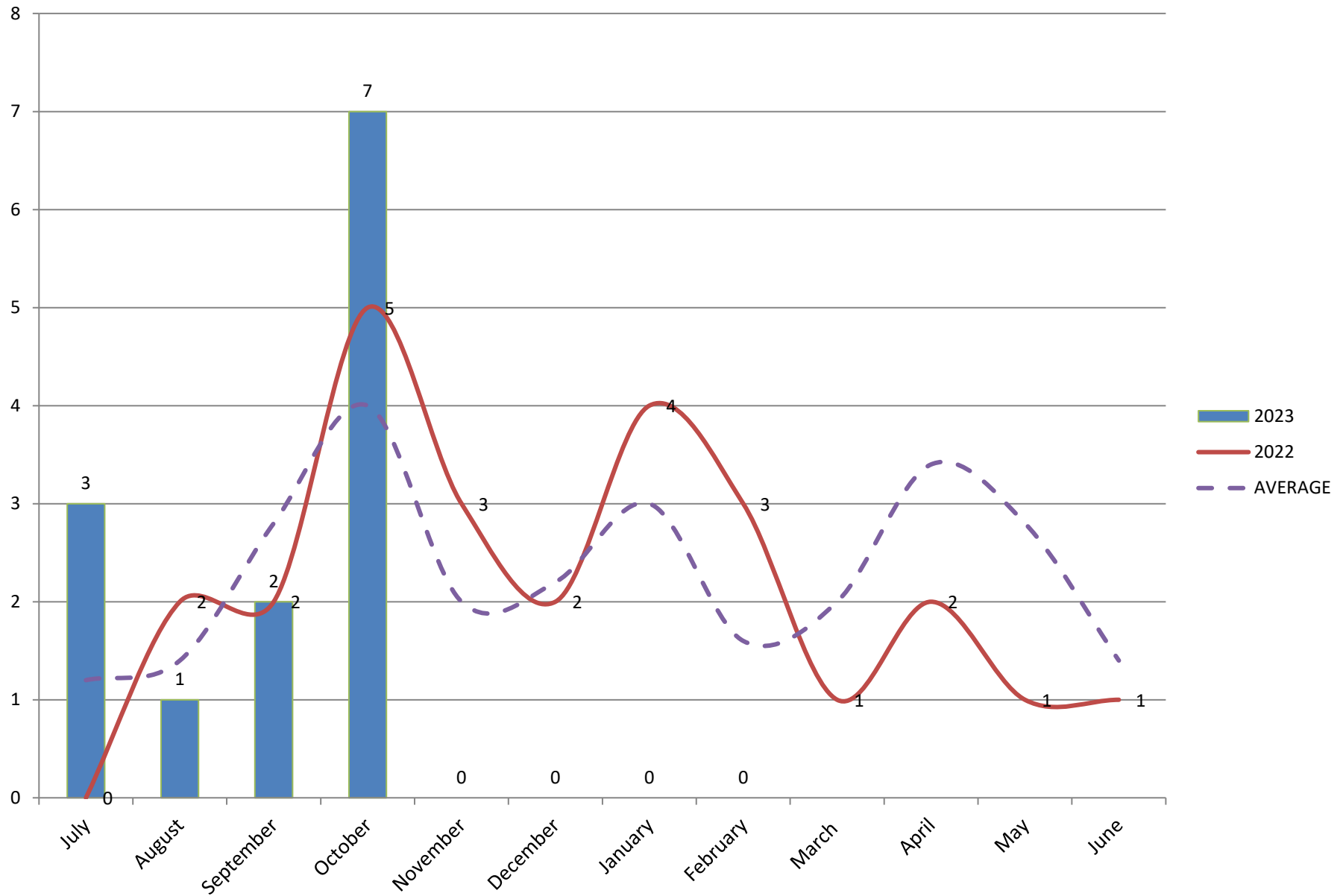
## FY2023 Tie-Down Occupancy Rates



# FY2023 Hangar Occupancy Rates



## Noise Complaints FY 2022-2023



NOTE: "Average" line was corrected to include a rolling 5 year average. Previous graphs were showing the average complaint for October to be 7, where in fact the average amount was 4.

Revenues as of March 8, 2023

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	AVAIL BUDGET	% USED
57097400	315001	Interest on Pooled Cash	0	0	0	-62,295.85	62,296	100.00
57097400	315200	Leases and Rents	-2,162,610	0	-2,162,610	-1,738,320.53	-424,289	80.40
57097400	315204	Hangar Rentals	-958,790	0	-958,790	-714,237.80	-244,552	74.50
57097400		Total 57097400 Use of Money & Prope	-3,121,400	0	-3,121,400	-2,514,854.18	-606,546	80.60
57097600	317510	Airport Tie-Down Fees	-95,000	0	-95,000	-100,236.66	5,237	105.50
57097600	317520	Airport Fuel Flowage Fees	-238,000	0	-238,000	-186,078.03	-51,922	78.20
57097600	317530	Airport Security Surcharge	-55,000	0	-55,000	-42,525.48	-12,475	77.30
57097600	317535	Airport Car Rental Revenue	-15,000	0	-15,000	-28,141.17	13,141	187.60
57097600		Total 57097600 Sales & Connections	-403,000	0	-403,000	-356,981.34	-46,019	88.60
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-6,908.42	4,408	276.30
57097700	318426	Card Replacement Fees	-200	0	-200	-315.27	115	157.60
57097700	318650	Airport Commercial Op Permit	-6,600	0	-6,600	-2,365.00	-4,235	35.80
57097700	318710	Cash Over/Short-Airport	0	0	0	-0.01	0	100.00
57097700		Total 57097700 Other Local Rev-Gen	-9,300	0	-9,300	-9,588.70	289	103.10
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	-11,682.00	-3,898	75.00
57098200	332011	FAA Tower Reimbursements	-25,700	0	-25,700	-12,720.63	-12,979	49.50
57098200		Total 57098200 Federal Non-Categori	-41,280	0	-41,280	-24,402.63	-16,877	59.10
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	-2,916,976.25	-699,694	80.70

Expenses as of March 8, 2023

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
57003703	411000	Salaries and Wages	726,500	0	726,500	349,747.27	0.00	376,753	48.10
57003703	411020	Board and Elections Stipends	10,350	0	10,350	4,150.00	0.00	6,200	40.10
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	15,129.06	0.00	8,171	64.90
57003703	416000	S&W-Overtime	25,000	0	25,000	8,512.13	0.00	16,488	34.00
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	2,453.51	0.00	-2,454	100.00
57003703	420004	FICA	0	0	0	27,046.80	0.00	-27,047	100.00
57003703	420006	Virginia Retirement System	0	0	0	45,129.40	0.00	-45,129	100.00
57003703	420008	Group Health	0	0	0	25,872.02	0.00	-25,872	100.00
57003703	420010	Worker's Compensation	0	0	0	2,458.98	0.00	-2,459	100.00
57003703	420012	Group Term Life Insurance	0	0	0	4,052.75	0.00	-4,053	100.00
57003703	420014	Long Term Disability	0	0	0	1,321.32	0.00	-1,321	100.00
57003703	420016	Unemployment	0	0	0	23.27	0.00	-23	100.00
57003703	420031	Car Allowance	6,030	0	6,030	3,946.17	0.00	2,084	65.40
57003703	431000	Professional Services	75,000	462	75,462	10,790.00	462.35	64,210	14.90
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	407.50	0.00	1,093	27.20
57003703	436000	Advertising Services	60,000	0	60,000	2,806.80	0.00	57,193	4.70
57003703	439000	Other Purchased Services	18,000	1,000	19,000	7,605.36	4,266.26	7,128	62.50
57003703	439010	Board Fees	0	0	0	20.00	0.00	-20	100.00
57003703	441000	Information Technology Charges	74,830	0	74,830	49,886.00	0.00	24,944	66.70
57003703	441005	Phones and Voicemail Charges	19,580	0	19,580	13,052.00	0.00	6,528	66.70
57003703	441045	IT GIS Mapping Charges	8,750	0	8,750	5,834.00	0.00	2,916	66.70
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	37,068.00	0.00	18,532	66.70
57003703	444000	Cost Allocation Charges	182,960	0	182,960	121,976.00	0.00	60,984	66.70
57003703	447000	Radio Charges	6,480	0	6,480	4,320.00	0.00	2,160	66.70
57003703	451001	Utilities	23,500	0	23,500	16,122.10	0.00	7,378	68.60
57003703	451002	City Utility Charges	127,000	0	127,000	75,306.59	0.00	51,693	59.30
57003703	452003	Cell Phone Charges	4,700	0	4,700	3,052.91	0.00	1,647	65.00
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	779.83	0.00	2,220	26.00
57003703	452008	Telephone Service Charges	500	0	500	82.00	53.25	365	27.10
57003703	452009	Long Distance Charges	100	0	100	29.27	0.00	71	29.30
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	1,567.35	522.45	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	7,889.07	0.00	4,611	63.10
57003703	455005	Meeting / Business Expense	8,000	0	8,000	3,697.66	0.00	4,302	46.20
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	10,635.54	206.53	-7,342	309.80
57003703	462000	Other Supplies	5,000	0	5,000	10,583.41	0.00	-5,583	211.70

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	1,246.34	0.00	2,254	35.60
57003703		Total 57003703 Airport Operations	1,955,230	1,462	1,956,692	931,337.93	5,510.84	1,019,844	47.90
57003710	433000	Maintenance Services	55,000	0	55,000	11,419.66	15,507.70	28,073	49.00
57003710	433001	Refuse Collection Services	6,000	0	6,000	3,991.84	3,694.08	-1,686	128.10
57003710	433003	Janitorial Services	25,000	0	25,000	15,841.02	0.00	9,159	63.40
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	3,669.00	0.00	4,331	45.90
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	6,115.54	0.00	28,884	17.50
57003710	439000	Other Purchased Services	36,000	0	36,000	12,096.65	0.00	23,903	33.60
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	95,000	5,228	100,228	42,712.34	64,622.52	-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	1,001.08	0.00	24,999	3.90
57003710	462001	Tools	10,000	0	10,000	1,067.41	0.00	8,933	10.70
57003710	462044	Airfield Lighting Supplies	15,000	0	15,000	2,879.61	0.00	12,120	19.20
57003710	462046	Airport Hanger Supplies	20,000	0	20,000	890.79	0.00	19,109	4.50
57003710	462047	Airfield Supplies	39,000	0	39,000	5,698.63	0.00	33,301	14.60
57003710	462048	Security Supplies	20,000	0	20,000	3,465.16	0.00	16,535	17.30
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	1,686.61	0.00	3,313	33.70
57003710	462067	Maintenance Supplies	2,500	0	2,500	1,214.54	0.00	1,285	48.60
57003710	466000	Building and Repair Materials	35,000	0	35,000	2,791.26	0.00	32,209	8.00
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	3,280.71	0.00	21,719	13.10
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	198,591.85	98,807.96	420,528	41.40
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	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	5,789.93	0.00	8,210	41.40
57003712	451002	City Utility Charges	18,500	0	18,500	10,729.77	0.00	7,770	58.00
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	503.85	0.00	496	50.40
57003712		Total 57003712 FAA Tower Reimbursab	33,500	0	33,500	17,023.55	0.00	16,476	50.80
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	0.00	8,940.00	-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	980.00	2,850.00	11,170	25.50
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	35,500	0	35,500	980.00	11,790.00	22,730	36.00
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	241,218.83	0.00	19,781	92.40
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	446,354.46	0.00	403,196	52.50
Expense Total			3,609,980	6,690	3,616,670	1,600,511.31	116,108.80	1,900,050	47.50

Bill #	Cust #	Customer Name	30 to 60	61 to 90	91 to 120	Over 120	
3667	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	Utilities
78002	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	Owed to the City
78003	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	\$574.65
89102	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$430.00	
89103	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$430.00	Owed to the Airport
105601	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105602	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105603	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	Total Owed Utilities
105604	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	\$
105605	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105606	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105607	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	City Taxes
105608	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	\$121.91
105701	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$430.00	
105702	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$430.00	
105703	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105704	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105705	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105706	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105707	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105708	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105709	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105601	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105602	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105603	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$1,771.75	
105604	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$1,771.75	\$0.00	
105605	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$1,741.75	\$0.00	\$0.00	
105606	36079	RISING PHOENIX AVIATION, INC.	\$1,711.75	\$0.00	\$0.00	\$0.00	
105701	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	
105702	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	Feb/Mar/Apr
105703	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$0.00	\$350.00	\$6,045.25
105704	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$0.00	\$350.00	\$0.00	
105705	36079	RISING PHOENIX AVIATION, INC.	\$0.00	\$340.00	\$0.00	\$0.00	
105706	36079	RISING PHOENIX AVIATION, INC.	\$330.00	\$0.00	\$0.00	\$0.00	
		Aging Totals	\$2,041.75	\$2,081.75	\$2,121.75	\$30,024.50	
		Total Owed for Hangar and Tiedowns		\$42,315.00			

Bill #	Cust #	Customer Name	30 to 60	61 to 90	91 to 120	Over 120	Notes
110006	38602	John Rigney - emailed 2/28 & 3/9	\$90.00	\$0.00	\$0.00	\$0.00	Plane booted default ltr sent
3790	60528	FAA/MMAC	\$0.00	\$0.00	\$0.00	\$871.07	emailed 3/1 Therese update
1154	87078	STETTIN, EDWARD R	\$0.00	\$0.00	\$0.00	\$35.00	still not working here
		Aging Totals	\$90.00	\$0.00	\$0.00	\$906.07	

## CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this “*Agreement*”), dated as of \_\_\_\_\_, 2023, is executed by THE CITY OF MANASSAS (“*City/Lessor*”) and Airport Real Estate Holdings, LLC (“*Assignee*”).

### RECITALS

A. Chantilly Air, Inc., a Maryland 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] [and Second Amendment dated ] (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 [\_\_\_\_\_], 2023 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 34,592 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 \$ \_\_\_\_\_ and all installments of the annual rent and any additional rent are current and have been paid through \_\_\_\_\_.

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] [and Second Amendment dated ].

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:

[Assignee]

[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:  
Title:

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 \_\_\_\_\_, \_\_\_\_\_





# City of Manassas

## Manassas Regional Airport

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Meeting Date:	March 16, 2023
Time Estimate:	10 Minutes
Agenda Title:	Consideration and recommendation for approval of Consent and Estoppel agreement between the City of Manassas ("City/Lessor"), Chantilly Air, Inc ("Assignor") and Airport Real Estate Holding, LLC ("Assignee"). Authorization of a Closed Meeting
Recommendation:	Recommend that the City Council approve the Consent and Estoppel Agreement.
Motion:	I move that the Manassas Regional Airport Commission recommend that the City Council Approve the Consent and Estoppel Agreement.
Date Last Considered by City Council:	N/A
Summary and/or Comments:	Chantilly Air, Inc. is the holder of a Franchise for a parcel of land located at 10761 James Payne Court, Manassas, VA. Chantilly Air, Inc. proposes to sell, assign and convey the Franchise to Airport Real Estate Holding, LLC. The Franchise allows for the assignment of the Franchise with the prior consent of the City.
Board – Committee – or Commission Reviewed:	N/A
Fiscal Impact:	N/A
Staff Contact:	Juan Rivera, Airport Director <a href="mailto:jrivera@manassasva.gov">jrivera@manassasva.gov</a> (703) 361-1881



# City of Manassas

## Manassas Regional Airport

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Meeting Date: March 16, 2023

Time Estimate: 60 Minutes

Agenda Title: Authorization of a Closed Meeting

Recommendation: Authorize a Closed Meeting

Motion: I move that the Manassas Regional Airport Commission convene in a Closed Meeting.

To discuss a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, where discussion in an open meeting would adversely affect the negotiating strategy of the City, as permitted by Va. Code §2.2-3711 (A) (5).

Date Last Considered  
by City Council: N/A

Summary and/or  
Comments: If the Manassas Regional Airport Commission votes to hold a closed meeting, the Commission will be required to certify by motion that the meeting was held in conformance with the amended Virginia Freedom of Information Act.

Board – Committee – or  
Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: Juan Rivera, Airport Director  
[jrivera@manassasva.gov](mailto:jrivera@manassasva.gov) (703) 361-1881



# City of Manassas

## Manassas Regional Airport

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Meeting Date: March 16, 2023

Time Estimate: 2 minutes

Agenda Title: Certification of the Closed Meeting

Recommendation: Certify the Closed Meeting

Motion: I move that the Manassas Regional Airport Commission certify that, in the closed meeting just concluded, nothing was discussed except the matter (1) specifically identified in the motion to convene in a closed meeting and (2) lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information act cited in that motion.

Date Last Considered by City Council: N/A

Summary and/or Comments: If the Manassas Regional Airport Commission votes to hold a closed meeting, the Commission will be required to certify by motion that the meeting was held in conformance with the amended Virginia Freedom of Information Act.

Board – Committee – or Commission Reviewed: N/A

Fiscal Impact: N/A

Staff Contact: Juan Rivera, Airport Director  
[jrivera@manassasva.gov](mailto:jrivera@manassasva.gov)  
(703) 361-1882