



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

AGENDA

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, September 19, 2024

Call to Order - 7:00 p.m.

Roll Call

Pledge of Allegiance (Stand)

1. 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.

2. Airport Commission Members Comments

3. City Council Liaison Comments

4. Approval of Minutes

4.1 Approval of Meeting Minutes for July 18, 2024
[Commission Minutes July 18, 2024.docx](#)

5. Airport Director's Report

- 5.1 Airport Director's Report (Mr. Juan Rivera, Director, 10 minutes)**
[Airport Director's Report September 2024.docx](#)
[Transition to Commercial Service Tasks 9.9.24.docx](#)
- 5.2 Revenue, Expenses, Aging Reports and Bill Sheet**
[Revenue Report 9-10-2024.xlsx](#)
[Expenses Report 9-10-2024.xlsx](#)
[Aging Report as of 9-12-24.xlsx](#)
[Bill Sheet as of 9-10-2024.xlsx](#)
- 5.3 Tie-down, Hangar Occupancy Report & Citizen's Monthly Noise Report**
[August 2024 Tie-Down Occupancy.pdf](#)
[August 2024 Hangar Occupancy.pdf](#)
[August 2024 Noise.pdf](#)
- 5.4 Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director, 10 minutes)**
[Construction Projects 9_19.pptx](#)

6. Presentations

- 6.1 Commercial Service Update - (AvPorts, 10 minutes)**
- 6.2 Aviation Knowledge Series - (Mrs. Jolene Berry, Asst. Airport Director, 10 minutes)**
Airfield Safety & Incursion Prevention: Introduction to the AOA Video
- 6.3 Airport Security Update - (Mr. Nicholas Carr, Security Coordinator, 10 minutes)**
[Security Program Briefing 9-19-24.pptx](#)

7. Old Business

8. New Business

- 8.1 Approve SJCO's request to assign their Franchise with the City of Manassas to CPF Sunset Corporate Associations, LLC and recommend that the City Council approve the assignment.**
[Manassas VA - Ground Lessor Estoppel - ver 4.docx](#)
[Manassas VA - Ground Lease Consent - ver 4.docx](#)
- 8.2 Appoint new Executive Committee Member**

9. Consent Agenda

10. Authorize a Closed Meeting (Reserved)

11. Certify the Closed Meeting (Reserved)

Adjournment



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 4.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Approval of Meeting Minutes for July 18, 2024

Suggested Action and/or Recommendation

None

Suggested Motion

Item Type Reports / Presentations

Item ID 2025-118

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024

ATTACHMENTS

- [Commission Minutes July 18, 2024.docx](#)



City of Manassas, Virginia
Manassas Regional Airport Commission Meeting

MINUTES

Manassas Regional Airport Commission Meeting
Terminal Building - 1st Floor Conference Room
10600 Harry Parrish Boulevard
Manassas, VA 20110
Thursday, July 18, 2024

The Manassas Regional Airport Commission held its regular meeting in the Manassas Regional Airport, 1st Floor Conference Room on the above date, attended by, Chairman Ross Snare, Member Larry Pigeon; Member Tony McGhee; Member Vanslyn Augustus; Member David Farajollahi; Member Cyril Pierre; Member Jakelin Melgar; Member Carla Cox.

Airport Personnel in Attendance: Juan Rivera, Airport Director, Jolene Berry, Assistant Airport Director, Richard Allabaugh, Sr. Airport Operations Officer, Gary Moore, Maintenance Supervisor, Patty Bibber, Secretary

Members not in attendance: Member Roderick Hall

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

Pledge of Allegiance

Moment of Silence for former Vice Chairman John Snider

1. 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.

2. Airport Commission Members Comments

- 2.1 Chairman Ross Snare informed the Commission on Funeral arrangements for former Vice Chairman John Snider. Member McGhee expressed condolences and commented on what a great Member and Mentor former Vice Chairman John Snider was.

3. City Council Representative Comments

- 3.1 Council Member Coates-Ellis expressed condolences and commented on what a great man former Vice Chairman John Snider was.

4. Approval of Meeting Minutes

Member Anthony McGhee MOVED to approve the meeting minutes from June 20, 2024, SECONDED by Member Pierre MOVED and CARRIED UNANIMOUSLY

5. Airport Director's Report

- 5.1 Remind the Chairman to introduce the two new members of the Commission.
- 5.2 Mr. John Skiba's No Trespass has expired as of July 4th and he can be employed as a flight instructor on Airport property.
- 5.3 Update on the Transition to Commercial Service Airport.
1. Our process has been broken into five steps and will be reported that way in the future.
 - i. Obtain Airport Operating Certificate (Airport)
 - ii. Obtain TSA Approval of the Airport Security Plan (Airport)
 - iii. Complete Airfield Infrastructure Projects (Airport)
 - iv. Complete Terminal Area Plan Projects for Phase I(Avports)
 - v. Complete Required NEPA Process (Avports/Airport)
 2. We sent the FAA our Third submission to the Airport Certification Manual.
 - i. Signage Plan
 - ii. Letter of Commitment from Airline
 - iii. Sign Replacements and Upgrades
 3. We are working with Economic Development to get a new Airport Website developed.
 4. Security Plan was submitted and is being reviewed by TSA
 - i. ATec is trouble shooting cameras and card readers
 - ii. Key Control
 - iii. Some barricades have been received (3)
 - iv. Received new camera/finger printing machine
 - v. Working on plan to start changing out security card

- 5.4 Report on the impacts of the new 2024 Reauthorization Act. Congress has attempted to limit the FAA's oversight of land-use changes at airports. Section 163 has been replaced by Section 743. Section 743 appears to limit the FAA's oversight of airport land use to those parts of the airport that are aeronautical and they were purchased with Federal funds. Specifically, the funds received from the sale of airport property to Amazon for the new data center. The Director has requested clarification on the FAA's Section 163 determination letter since the 163 process is no longer valid, but the use of the funds by the airport was based on Grant Assurance 25.
- 5.5 I spoke with our representative from the ADO and he indicated that he had forwarded my June 21, 2024 email inquiry regarding the applicability of Section 743 of the FAA Reauthorization Act of 2024 to the December 2023 sale of the Northeast Parcel shown on the 2003 Exhibit "A" Property Map to FAA's Eastern Region airports compliance specialist. He was informed the inquiry was sent to FAA headquarters, which is reviewing the applicability of all sections of the FAA Reauthorization Act of 2024. He will follow-up as soon as he receives a response on the question.
- 5.6 In the interim, he recommends the City continue to keep the proceeds from the sale of the airport property in a separate account with the understanding those proceeds are considered airport revenue.
- 5.7 Master Plan does not require a public meeting, but we do have in the budget a City Council briefing. We are coordinating with the City's Planning Department.
- 5.8 We should have the draft EA for the ATCT by first week in September.
- 5.9 The FAA has indicated that they hope to have their review of the updated Forecast by the end of July. This would be the 2nd review and we hope they have no further comments.
- 5.10 In regards to the Runway 16L/34R Preliminary Design, we should have a PCR report by mid-September.
- 5.11 I will be giving a presentation to the Virginia Aviation Board at their August meeting. The presentation will discuss projects we have recently completed, ongoing projects and our progress in getting our AOC.
- 5.12 Reminder that we have an opening in our Maintenance Division. We interviewed one candidate this week, but the committee decided to wait for additional applications.

- 5.13 Patty is working on updating the Airport Commission Electronic Binder. Once the Rules and Regulations are approved by the City Council, she will send everyone a new link.
- 5.14 Remind members that the Celebration of Life for John Snider is this Saturday at 11 a.m. at the Pierce Funeral Home.
- 5.15 Does anyone have any questions on the written report? Move to the Financial Reports.
- 5.16 General Notes:

Grant Assurance #25. Airport Revenues. a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system;
or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport.

Federal Register/Vol. 64, No. 30/Tuesday, February 16, 1999/Notices

A. Airport Revenue

1. All fees, charges, rents, or other payments received by or accruing to the sponsor for any one of the following reasons are considered to be airport revenue:
 - ii. For the sale, transfer, or disposition of airport real property (as specified in the applicability section of this policy statement) not acquired with Federal assistance or personal airport property not acquired with Federal assistance, or any interest in that property, including transfer through a condemnation proceeding;

23. **Grant Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 5, 2003, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. **Grant Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 5, 2003, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

Financial Reports

Bill Sheet, Revenues, Expenses and Aging Report

Airport Project Update/ACM Report (Mrs. Jolene Berry, 20 minutes)

6. **Presentations**
 - 6.1 Aviation Knowledge Series – (Mr. Richard Allabaugh, Sr. Operations Manager, 10 Minutes)
 - 6.2 Quarterly Report on Fuel Sales and Aircraft Operations (Mr. Richard Allabaugh, Sr. Airport Operations Supervisor, 5 minutes)
 - 6.3 Quarterly Airport Maintenance Report (Mr. Gary Moore, Maintenance Supervisor, 5 minutes)
 - 6.4 ARFF Division Report, (Mr. Chris Larson, Interim ARFF Fire Chief, 10 minutes)
7. **Old Business**
 - 7.1 Minimum Standards and Rules & Regulations (Mrs. Jolene Berry, Asst. Airport Director, 10 minutes)

Member Pigeon MOVED to approve the new revisions to the Rules & Regulations
SECONDED by Member McGhee MOVED and CARRIED UNANIMOUSLY

Member Pigeon MOVED to approve the new revisions to the Minimum Standards
SECONDED by Member McGhee MOVED and CARRIED UNANIMOUSLY

8. Consent Agenda

9. New Business

9.1 Elect New Vice Chairman (Chairman Ross Snare, 10 minutes)

Member Larry Pigeon MOVED to nominated David Farajollahi for Vice Chairman,
however, Member Farajollahi declined.

Member Jakelin Melgar MOVED to nominated Cyril Pierre for Vice Chairman,
however, Member Pierre declined

Member Vanslyn Augustus MOVED to nominated Anthony McGhee for Vice
Chairman, **SECONDED by Member Pierre MOVED and CARRIED UNANIMOUSLY**

**Chairman Snare called for a motion to elect Member Anthony McGhee as Vice
Chairman**

Member David Farajollahi MOVED to appoint Anthony McGhee for Vice
Chairman, **SECONDED by Member Pierre MOVED and CARRIED UNANIMOUSLY**

9.2 Appoint new Executive Committee Members (Chairman Ross Snare, 10 minutes)
Chairman Ross Snare appointed Member Anthony McGhee, Member Larry Pigeon and
Member Roderick Hall as FY 2025 Executive Committee Members

Member Augustus MOVED to approve new members of the Executive Committee
SECONDED by Member Pierre MOVED and CARRIED UNANIMOUSLY

10. Authorize a Closed Meeting (Reserved)

11. Certify the Closed Meeting (Reserved)
Meeting adjourned at 9:38 PM.

Member Pigeon MOVED to adjourn the meeting, SECONDED by Member Pierre MOVED and
CARRIED UNANIMOUSLY

Secretary

Chairman

Date



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Airport Director's Report (Mr. Juan Rivera, Director, 10 minutes)

Suggested Action and/or Recommendation

none

Suggested Motion

Item Type Reports / Presentations

Item ID 2025-119

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024

ATTACHMENTS

- [Airport Director's Report September 2024.docx](#)
- [Transition to Commercial Service Tasks 9.9.24.docx](#)

Airport Director's Office

Juan E. Rivera

Memorandum

September 12, 2024

TO: Manassas Regional Airport Commission

FROM: Juan E. Rivera, Airport Director

RE: AIRPORT DIRECTOR'S REPORT FOR SEPTEMBER 2024

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

Status: 1 recently vacated hangar. There is a current tenant who might be swapping units. Once the transaction is complete, Ops will go through the waiting list to contact the next person.

Breakdown

Total on List – 188

East Side – 131

West Side – 106

60x50 – 12

TIE-DOWN OCCUPANCY RATE

East Tie-Down: 82 out of 86 Rented

95% Rented – **No change.**

West Tie-Down: 56 out of 63 Rented

89% Rented – **No change.**

East and West Tie-Down – 138 out of 149 Rented – 93% Rented

Squatters/Issues

One tenant has liens on their aircraft (2) for non-payment. The tenant paid, but is in the process of moving the aircraft. There are additional aircraft (2) that the Airport is working on to remove per new state code, effective July 2024. A notice was sent to the tenants and Airport Commission Monday, August 26, notifying every one of the new code (Article 1 Section 5.1-2.25).

NOISE COMPLAINTS FOR MAY

There were two noise complaints recorded in June.

August Total(s):

2 – Aircraft – Overflight

Airport Director's Office

Juan E. Rivera

1 – Aircraft (Piston) – Arrival

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. A good percentage of the recent complaints are from operators outside of our based tenants, particularly military. Flight Schools were contacted again.

MASTER PLAN UPDATE

The RS&H and Airport staff continue to have bimonthly meetings to discuss the update of the Airport's Master Plan. The updated forecast was approved by the FAA. The FAA provided review comments on the ALP and the Airport staff and RS&H are working to satisfy the comments.

OBSERVATION ROAD RELOCATION AND DRAINAGE IMPROVEMENTS

The contractor has suspended operations on the site due Washington Gas not relocating their gas line in a timely manner. The Airport Director has reached out to the Public Works Director and City Attorney to determine if the City can do anything about Washington Gas's slow response to their design and relocation of the gas line. The City Attorney has been asked to determine if the City as any recourse if contractor files a claim due to Washington Gas's actions.

RUNWAY 16L- 34R REHABILITATION DESIGN AND BIDDING

RS&H has started the project and has completed the nondestructive testing and surveying. Borings have been completed and the information is being analyzed. The PCR calculations for the runway will be completed once the pavement core data has been received and evaluated.

UPCOMING EVENTS

NONE

Juan E. Rivera

Juan E. Rivera, Director
Manassas Regional Airport

Attachments: Transition to Commercial Service Tasks, Noise Complaints & YTD Tie-Down and Hangar Occupancy Rates

TRANSITION TO COMMERCIAL SERVICE

Tasks to be Completed (Updated 9/09/24)

1. OBTAIN AN AIRPORT OPERATING CERTIFICATE (AOC) – AIRPORT
 - a. Update Airport Signage Plan
 - b. Update and or replace Airfield Signage
 - c. Enhanced Markings for airfield
 - ~~d. Employee Training – Part 139 Compliance~~
 - e. Develop New Movement/Non-Movement Video
 - f. Hire Two Airport Operations Officers
 - g. ARFF
 - i. Hire an ARFF Chief
 - ii. Hire adequate staffing for Index
 - iii. Purchase/Acquire Personal Protective Equipment (PPE) for new personnel
 - iv. Purchase No Flow System for ARFF Trucks
 - v. Test AFFF
 - vi. Complete Timed Response Drill/determine # trucks per response and/or index
 - vii. Provide Live Fire Training at IAD for New Firefighters
 - viii. Develop Local Training Presentations
 - ~~1. Aircraft Familiarization – local; in work~~
 - ~~2. Emergency Communications; may need updating following new station systems~~
 3. Vehicle/Vehicle systems Operations training
 - ix. ARFF Vehicles
 1. Install Vehicle Markings
 2. Install Radios (800 MHz Emergency) in the Erie Truck
 3. Purchase Equipment and Tools
 4. Fix Minor ARFF Vehicle Maintenance Issues
 - a. Check FLIR and back-up camera systems on ARFF 1
 - b. Amber beacon for non-emergency driving operations?
 - x. Alerting Procedures installed in hangar renovation
 1. 911 for after ATC hours of operations-direct line to station? Researching
 - xi. Complete the ARFF Station Renovation
2. TSA APPROVAL OF THE AIRPORT'S SECURITY PLAN & PHYSICAL SECURITY (ASP) – AIRPORT
 - a. Awaiting terminal design drawings from Avports
 - ~~b. Meet with City Police Department to Review ASP~~
 - c. Develop Tenant Training Materials
 - d. Replace Three Vehicle Gates add two pedestrian gates to access control system (and two additional vehicle gates to be requested for DOAV funding in November)
 - e. Install No Trespassing/AOA signage for Perimeter additional signage for vehicle gates and SIDA as needed
 - f. Complete Airfield Vehicle Registration Program
 - g. Complete ID Badging Program
 - h. Upgrade CCTV System
 - i. Install New Cameras as Needed

- ii. Software Upgrades
 - i. Add outbound Access Control to Outbound Vehicles Gate Card Readers
 - j. Badging office setup
 - i. Modify office layout, purchase small reception desk shell, replace two defective monitors, establish contract with AAAE/TSA security clearing house for FBI background checks, fingerprinting, TSA security threat assessments, Rapback reports, etc.)
 - k. Establish new contract for added contract security services
 - l. Submit revised ASP to TSA for review prior to official submission
 - m. TSA site walkthrough
3. COMPLETE AIRFIELD INFRASTRUCTURE PROJECTS – AIRPORT
- a. Complete Replacement of Runway & Taxiway Bridges
 - i. Preliminary Design
 - ii. Design
 - iii. NEPA Requirements
 - iv. Construction
 - b. East Ramp Taxilane Strengthening & Apron Markings
 - i. Design
 - ii. Construction
 - c. Taxiway Echo Widening
 - i. Design
 - ii. Construction
 - d. Terminal Aircraft Ramp Strengthening & Expansion (Phase I)
 - i. Design
 - ii. Construction
4. COMPLETE TERMINAL AREA PLAN PROJECTS FOR PHASE I – AVPORTS
- a. Terminal Building Design (Phase I)
 - b. Parking Lots Design
 - c. Terminal Building Construction
 - d. Parking Lot Construction
5. AIRLINE LETTER OF COMMITMENT & AGREEMENT – AVPORTS & AIRPORT
- a. Avports Provide Airport with a Letter of Commitment for the FAA
 - b. Airport Signs Airline Agreement with Airline(s)
6. COMPLETE REQUIRED NEPA PROCESSES – AVPORTS & AIRPORT
- a. Complete the Draft EA and Submit to the FAA for Review
 - b. Hold Public Meeting for EA
 - c. Receive FONSI from FAA



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Revenue, Expenses, Aging Reports and Bill Sheet

Suggested Action and/or Recommendation

none

Suggested Motion

Item Type Reports / Presentations

Submitting Department Manassas Regional Airport

Meeting Body Manassas Regional Airport
Commission

Item ID 2025-120

Drafter Patty Bibber

Meeting Date September 19, 2024

ATTACHMENTS

- [Revenue Report 9-10-2024.xlsx](#)
- [Expenses Report 9-10-2024.xlsx](#)
- [Aging Report as of 9-12-24.xlsx](#)
- [Bill Sheet as of 9-10-2024.xlsx](#)

Revenue Report as of 9/10/2024

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTS	REV BUDGET	YTD EXPENDED	ENCUM	AVAIL BUDGET	% USED
57097400	315003	Interest on Investment	0	0	0	-141,225.17	0.00	141,225	100.00
57097400	315200	Leases and Rents	-3,138,000	0	-3,138,000	-752,948.13	0.00	-2,385,052	24.00
57097400	315204	Hangar Rentals	-925,000	0	-925,000	-239,767.97	0.00	-685,232	25.90
57097400		Total 57097400 Use of Money & Prope	-4,063,000	0	-4,063,000	-1,133,941.27	0.00	-2,929,059	27.90
57097600	317510	Airport Tie-Down Fees	-123,000	0	-123,000	-34,074.76	0.00	-88,925	27.70
57097600	317520	Airport Fuel Flowage Fees	-255,000	0	-255,000	-63,580.93	0.00	-191,419	24.90
57097600	317530	Airport Security Surcharge	-62,000	0	-62,000	-13,164.50	0.00	-48,836	21.20
57097600	317535	Airport Car Rental Revenue	-17,000	0	-17,000	-5,761.35	0.00	-11,239	33.90
57097600		Total 57097600 Sales & Connections	-457,000	0	-457,000	-116,581.54	0.00	-340,418	25.50
57097700	318000	Miscellaneous Revenues	-2,500	0	-2,500	-400.00	0.00	-2,100	16.00
57097700	318426	Card Replacement Fees	-500	0	-500	0.00	0.00	-500	0.00
57097700	318650	Airport Commercial Op Permit	-5,000	0	-5,000	-705.00	0.00	-4,295	14.10
57097700		Total 57097700 Other Local Rev-Gene	-8,000	0	-8,000	-1,105.00	0.00	-6,895	13.80
57098200	332010	FAA Tower Rent from Fed Govt	-16,000	0	-16,000	-3,894.00	0.00	-12,106	24.30
57098200	332011	FAA Tower Reimbursements	-39,000	0	-39,000	-5,970.34	0.00	-33,030	15.30
57098200		Total 57098200 Federal Non-Categori	-55,000	0	-55,000	-9,864.34	0.00	-45,136	17.90
57099100	346400	Contr Surplus-Net Position	-850,000	0	-850,000	0.00	0.00	-850,000	0.00
57099100		Total 57099100 OFS-Contribution fro	-850,000	0	-850,000	0.00	0.00	-850,000	0.00
		Revenue Total	-5,433,000	0	-5,433,000	-1,261,492.15	0.00	-4,171,508	23.20

Expenses Report as of 9/10/2024

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTS	REV BUDGET	YTD EXPED	ENCUM	AVAIL BUDGET	% USED
57003703	411000	Salaries and Wages	842,000	0	842,000	116,864.15	0.00	725,136	13.90
57003703	411075	S&W-Housing Stipend	5,000	0	5,000	1,352.58	0.00	3,647	27.10
57003703	412000	S&W-On-Call	30,000	0	30,000	4,782.50	0.00	25,218	15.90
57003703	416000	S&W-Overtime	30,000	0	30,000	2,411.26	0.00	27,589	8.00
57003703	416010	Hours Worked on a Holiday	2,000	0	2,000	0.00	0.00	2,000	0.00
57003703	416015	Call-Back Overtime	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	420000	Employee Benefits	337,000	0	337,000	0.00	0.00	337,000	0.00
57003703	420002	Deferred Compensation	0	0	0	960.50	0.00	-961	100.00
57003703	420004	FICA	0	0	0	9,580.89	0.00	-9,581	100.00
57003703	420006	Virginia Retirement System	0	0	0	20,032.38	0.00	-20,032	100.00
57003703	420008	Group Health	0	0	0	9,549.43	0.00	-9,549	100.00
57003703	420010	Worker's Compensation	0	0	0	1,039.06	0.00	-1,039	100.00
57003703	420012	Group Term Life Insurance	0	0	0	1,553.29	0.00	-1,553	100.00
57003703	420014	Long Term Disability	0	0	0	565.15	0.00	-565	100.00
57003703	420031	Car Allowance	6,100	0	6,100	923.08	0.00	5,177	15.10
57003703	431000	Professional Services	150,000	0	150,000	0.00	49,647.91	100,352	33.10
57003703	431004	Legal Fees	25,000	0	25,000	0.00	0.00	25,000	0.00
57003703	432000	Temporary Help Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	433000	Maintenance Services	0	0	0	32.28	0.00	-32	100.00
57003703	435000	Print Bind Photo Services	2,500	0	2,500	0.00	0.00	2,500	0.00
57003703	436000	Advertising Services	65,000	0	65,000	0.00	0.00	65,000	0.00
57003703	439000	Other Purchased Services	5,000	0	5,000	2,515.24	5,556.72	-3,072	161.40
57003703	441000	Information Technology Charges	95,490	0	95,490	23,868.00	0.00	71,622	25.00
57003703	441005	Phones and Voicemail Charges	29,390	0	29,390	7,349.00	0.00	22,041	25.00
57003703	441045	GIS Charges	12,110	0	12,110	3,029.00	0.00	9,081	25.00
57003703	441050	IT Purchases Mid-Year	1,130	0	1,130	0.00	0.00	1,130	0.00
57003703	442000	Motor Vehicle Charges	83,670	0	83,670	20,913.00	0.00	62,757	25.00
57003703	444000	Cost Allocation Charges	200,000	0	200,000	49,997.00	0.00	150,003	25.00
57003703	447000	Radio Charges	1,560	0	1,560	390.00	0.00	1,170	25.00
57003703	451001	Utilities	30,000	0	30,000	56.98	0.00	29,943	0.20
57003703	451002	City Utility Charges	145,000	0	145,000	10,011.53	0.00	134,988	6.90
57003703	452003	Cell Phone Charges	6,000	0	6,000	984.30	0.00	5,016	16.40

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTS	REV BUDGET	YTD EXPED	ENCUM	AVAIL BUDGET	% USED
57003703	452007	Cable/Satellite TV Service	3,000	0	3,000	145.91	0.00	2,854	4.90
57003703	452008	Telephone Service Charges	500	0	500	25.50	97.50	377	24.60
57003703	452009	Long Distance Charges	100	0	100	4.57	0.00	95	4.60
57003703	453000	Insurance	100,000	0	100,000	10,891.00	0.00	89,109	10.90
57003703	454001	Operating Leases	3,500	0	3,500	714.36	3,388.77	-603	117.20
57003703	455001	Mileage	1,000	0	1,000	0.00	0.00	1,000	0.00
57003703	455002	Training and Travel	20,000	0	20,000	0.00	0.00	20,000	0.00
57003703	455005	Meeting / Business Expense	8,000	0	8,000	29.98	0.00	7,970	0.40
57003703	458000	Dues Memberships & Other Exp	6,500	0	6,500	825.00	0.00	5,675	12.70
57003703	458099	Miscellaneous Expense--Airport	45,000	0	45,000	0.00	0.00	45,000	0.00
57003703	461000	Office Supplies	6,000	0	6,000	527.07	2,768.26	2,705	54.90
57003703	462000	Other Supplies	12,000	0	12,000	1,252.74	0.00	10,747	10.40
57003703	463000	Books and Subscriptions	500	0	500	638.40	0.00	-138	127.70
57003703	464000	Uniforms and Safety Apparel	5,000	0	5,000	106.67	0.00	4,893	2.10
57003703	495002	Salary and Wage Contingency	59,800	0	59,800	0.00	0.00	59,800	0.00
57003703		Total 57003703 Airport Operations	2,378,350	0	2,378,350	303,921.80	61,459.16	2,012,969	15.40
57003710	433000	Maintenance Services	65,000	0	65,000	781.33	2,134.00	62,085	4.50
57003710	433001	Refuse Collection Services	6,200	0	6,200	503.89	2,691.11	3,005	51.50
57003710	433003	Janitorial Services	50,000	0	50,000	7,779.32	7,779.60	34,441	31.10
57003710	433006	Mowing Services	25,000	0	25,000	8,419.52	15,830.16	750	97.00
57003710	433008	HVAC	20,000	0	20,000	1,201.11	0.00	18,799	6.00
57003710	433009	Elevator Services	8,000	0	8,000	0.00	0.00	8,000	0.00
57003710	433010	Snow Removal	30,000	0	30,000	0.00	0.00	30,000	0.00
57003710	433012	Airfield Lighting Maintenance	45,000	0	45,000	0.00	0.00	45,000	0.00
57003710	433014	Elevator Inspections	3,000	0	3,000	0.00	0.00	3,000	0.00
57003710	433015	Vehicle/Apparatus Maintenance	50,000	0	50,000	0.00	0.00	50,000	0.00
57003710	439000	Other Purchased Services	45,000	0	45,000	58.71	0.00	44,941	0.10
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	165.00	0.00	16,835	1.00
57003710	439014	Security Services	100,000	0	100,000	20,032.20	29,402.10	50,566	49.40
57003710	454004	Miscellaneous Rentals	10,000	0	10,000	0.00	0.00	10,000	0.00
57003710	462000	Other Supplies	90,000	0	90,000	69.94	0.00	89,930	0.10
57003710	462001	Tools	20,000	0	20,000	603.18	0.00	19,397	3.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTS	REV BUDGET	YTD EXPED	ENCUM	AVAIL BUDGET	% USED
57003710	462044	Airfield Lighting Supplies	20,000	0	20,000	1,871.60	0.00	18,128	9.40
57003710	462046	Airport Hanger Supplies	30,000	0	30,000	888.50	0.00	29,112	3.00
57003710	462047	Airfield Supplies	50,000	0	50,000	1,234.02	0.00	48,766	2.50
57003710	462048	Security Supplies	35,000	0	35,000	1,956.91	0.00	33,043	5.60
57003710	462052	Terminal Grounds Supplies	5,000	0	5,000	0.00	0.00	5,000	0.00
57003710	462067	Maintenance Supplies	3,500	0	3,500	131.62	0.00	3,368	3.80
57003710	466000	Building and Repair Materials	45,000	0	45,000	1,761.64	0.00	43,238	3.90
57003710	467000	Fuels/Oils/Lubricants	12,000	0	12,000	0.00	0.00	12,000	0.00
57003710	468000	Vehicle/Equipment Parts/Supp	25,000	0	25,000	139.45	0.00	24,861	0.60
57003710	471000	Equipment & Machinery Purch	145,000	0	145,000	0.00	88,024.39	56,976	60.70
57003710		Total 57003710 Airport Maintenance	1,019,700	0	1,019,700	47,597.94	145,861.36	826,241	19.00
57003711	433000	Maintenance Services	14,000	0	14,000	0.00	0.00	14,000	0.00
57003711	433008	HVAC	5,000	0	5,000	4,828.83	0.00	171	96.60
57003711	433009	Elevator Services	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711	433014	Elevator Inspections	2,500	0	2,500	0.00	0.00	2,500	0.00
57003711	462000	Other Supplies	3,000	0	3,000	0.00	0.00	3,000	0.00
57003711		Total 57003711 FAA Tower Nonreimbur	27,500	0	27,500	4,828.83	0.00	22,671	17.60
57003712	433000	Maintenance Services	14,000	0	14,000	1,475.16	1,400.10	11,125	20.50
57003712	451002	City Utility Charges	21,000	0	21,000	1,262.41	0.00	19,738	6.00
57003712	451003	Heating Fuel Oil or Gas	1,000	0	1,000	22.50	0.00	978	2.30
57003712		Total 57003712 FAA Tower Reimbursab	36,000	0	36,000	2,760.07	1,400.10	31,840	11.60
57003713	416000	S&W-Overtime	1,000	0	1,000	0.00	0.00	1,000	0.00
57003713	431003	Marketing	1,500	0	1,500	0.00	0.00	1,500	0.00
57003713	433003	Janitorial Services	500	0	500	0.00	0.00	500	0.00
57003713	439000	Other Purchased Services	5,000	0	5,000	0.00	0.00	5,000	0.00
57003713	439014	Security Services	500	0	500	0.00	0.00	500	0.00
57003713	462000	Other Supplies	5,000	0	5,000	0.00	0.00	5,000	0.00
57003713		Total 57003713 Airport-Special Proj	13,500	0	13,500	0.00	0.00	13,500	0.00
57003718	411000	Salaries and Wages	90,000	0	90,000	13,468.80	0.00	76,531	15.00
57003718	420000	Employee Benefits	36,000	0	36,000	0.00	0.00	36,000	0.00
57003718	420002	Deferred Compensation	0	0	0	134.68	0.00	-135	100.00
57003718	420004	FICA	0	0	0	979.84	0.00	-980	100.00
57003718	420006	Virginia Retirement System	0	0	0	2,546.44	0.00	-2,546	100.00

ORG	OBJ	ACCOUNT DESCRIPTION	ORIG APPROP	TRFRS/ADJTS	REV BUDGET	YTD EXPED	ENCUM	AVAIL BUDGET	% USED
57003718	420008	Group Health	0	0	0	2,777.52	0.00	-2,778	100.00
57003718	420010	Worker's Compensation	0	0	0	9.44	0.00	-9	100.00
57003718	420012	Group Term Life Insurance	0	0	0	181.84	0.00	-182	100.00
57003718	420014	Long Term Disability	0	0	0	86.50	0.00	-87	100.00
57003718	439014	Security Services	0	0	0	684.90	7,725.10	-8,410	100.00
57003718	462048	Security Supplies	0	0	0	308.33	0.00	-308	100.00
57003718		Total 57003718 Airport-Security Pro	126,000	0	126,000	21,178.29	7,725.10	97,097	22.90
57003793	462000	Other Supplies	250,000	0	250,000	0.00	0.00	250,000	0.00
57003793	481001	Principal - Bonds Payable	200,000	0	200,000	200,000.00	0.00	0	100.00
57003793	481021	Interest - Bonds Payable	10,000	0	10,000	6,075.00	0.00	3,925	60.80
57003793	492575	Transfer to Airport Capital	1,142,000	0	1,142,000	1,042,000.00	0.00	100,000	91.20
57003793	496004	Contrib to Net Position	229,950	0	229,950	0.00	0.00	229,950	0.00
57003793		Total 57003793 Airprt Capex-Finance	1,831,950	0	1,831,950	1,248,075.00	0.00	583,875	68.10
		Expense Total	5,433,000	0	5,433,000	1,628,361.93	216,445.72	3,588,192	34.00

Aging Report as of 9/12/24

Cust #	Customer Name	Bill #	Due Date	Unpaid	Billed	Adjusted	Paid	30 to 60	61 to 90	91 to 120	Over 120	Int Due	Due Now
36575	EDMONDS, ROBERT	112405	03/31/2024	\$20.00	\$80.00	\$10.00	\$70.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.84	\$20.84
36575	EDMONDS, ROBERT	112406	05/01/2024	\$90.00	\$80.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00	\$3.00	\$93.00
36575	EDMONDS, ROBERT	112407	05/31/2024	\$90.00	\$80.00	\$10.00	\$0.00	\$0.00	\$0.00	\$90.00	\$0.00	\$2.25	\$92.25
36575	EDMONDS, ROBERT	112408	07/01/2024	\$90.00	\$80.00	\$10.00	\$0.00	\$0.00	\$90.00	\$0.00	\$0.00	\$1.41	\$91.41
36575	EDMONDS, ROBERT	112401	07/31/2024	\$90.00	\$80.00	\$10.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$1.50	\$91.50
36575	EDMONDS, ROBERT	112402	08/31/2024	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00
36499	STONE, JAMES	112001	07/31/2024	\$90.00	\$80.00	\$10.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$1.50	\$91.50
36499	STONE, JAMES	112002	08/31/2024	\$70.00	\$80.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.00
36589	REITER, SCOTT	107801	07/31/2024	\$438.00	\$408.00	\$30.00	(\$242.60)	\$195.40	\$0.00	\$0.00	\$0.00	\$3.26	\$198.66
36589	REITER, SCOTT	107802	08/31/2024	\$408.00	\$408.00	\$0.00	\$0.00	\$408.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.00
36615	WOOLF, WILLIAM	108201	07/31/2024	\$415.00	\$385.00	\$30.00	\$0.00	\$415.00	\$0.00	\$0.00	\$0.00	\$6.92	\$421.92
36615	WOOLF, WILLIAM	108202	08/31/2024	\$385.00	\$385.00	\$0.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$385.00
47747	PISTON2JET	113511	05/31/2024	\$42.95	\$1,321.95	\$0.00	\$1,279.00	\$42.95	\$0.00	\$0.00	\$0.00	\$1.07	\$44.02
47747	PISTON2JET	3025111	05/31/2024	\$570.00	\$560.00	\$10.00	\$0.00	\$570.00	\$0.00	\$0.00	\$0.00	\$14.25	\$584.25
47747	PISTON2JET	113501	07/31/2024	\$1,321.95	\$1,321.95	\$0.00	\$0.00	\$1,321.95	\$0.00	\$0.00	\$0.00	\$22.03	\$1,343.98
70569	FLYWYLD LLC	3015611	05/31/2024	\$3,558.00	\$3,558.00	\$30.00	\$0.00	\$0.00	\$0.00	\$3,588.00	\$0.00	\$89.20	\$3,677.20
70569	FLYWYLD LLC	3015612	07/01/2024	\$3,558.00	\$3,558.00	\$30.00	\$0.00	\$0.00	\$3,558.00	\$0.00	\$0.00	\$59.55	\$3,617.55
70569	FLYWYLD LLC	3015601	07/31/2024	\$3,588.00	\$3,558.00	\$30.00	\$0.00	\$3,558.00	\$0.00	\$0.00	\$0.00	\$59.80	\$3,617.80
70569	FLYWYLD LLC	3015602	08/31/2024	\$3,601.50	\$3,601.50	\$43.50	\$0.00	\$3,601.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,601.50
83225	FLYWYLD AVIATION LLC	115311	05/31/2024	\$300.00	\$240.00	\$60.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$6.25	\$306.25
36607	KOLODIAJNY, VADIM	109612	07/01/2024	\$335.00	\$335.00	\$30.00	\$0.00	\$365.00	\$0.00	\$0.00	\$0.00	\$5.83	\$370.83
36607	KOLODIAJNY, VADIM	109601	07/31/2024	\$335.00	\$335.00	\$30.00	\$0.00	\$365.00	\$0.00	\$0.00	\$0.00	\$6.08	\$371.08
36607	KOLODIAJNY, VADIM	5518	10/05/2024	\$335.00	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335.00
107316	ETTER, ROBERT	3034801	07/31/2024	\$90.00	\$80.00	\$10.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$1.50	\$91.50
	Totals			\$19,901.40	\$26,622.20	\$393.50	\$1,146.40	\$10,140.75	\$3,678.00	\$90.00	\$20.00	\$182.80	\$18,836.63

8/15/2024	Robert Edmonds	not responding - delinquent aircraft
9/4/2024	Piston2Jet	emailed 9/4/2024
8/15/2024	Flywyld LLC	emailed 7/30; emailed 8/15/24; Emailed 8/27 have until 9/10/24 to pay
8/15/2024	Vadim Kolodijny	Juan as cancelled his lease; supposed to vacate by 8/28/24
9/4/2024	James Stone	emailed 9/4/2024
8/15/2024	American Helicopters/Aviation	In bankruptcy court
9/4/2024	William Woolf	emailed 9/4/2024
9/4/2024	Scott Reiter	emailed 9/4/2024

8/15/2024 American Helicopters/Aviation In bankruptcy court

42215	AMERICAN HELICOPTERS INC	112912	07/01/2024	\$1,884.45	\$1,854.45	\$30.00	\$0.00	\$0.00	\$1,884.45	\$0.00	\$0.00	\$31.41	\$1,915.86
42215	AMERICAN HELICOPTERS INC	112901	07/31/2024	\$1,884.45	\$1,854.45	\$30.00	\$0.00	\$1,884.45	\$0.00	\$0.00	\$0.00	\$31.41	\$1,915.86
42215	AMERICAN HELICOPTERS INC	112902	08/31/2024	\$1,854.45	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45
42215	AMERICAN HELICOPTERS INC	11903	10/01/2024	\$1,854.45	\$1,854.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.45
	TOTAL												\$7,540.62

42744	AMERICAN AVIATION SVCS	96412	07/01/2024	\$6,623.85	\$6,623.85	\$30.00	\$0.00	\$6,653.85	\$0.00	\$0.00	\$0.00	\$110.91	\$6,764.76
42744	AMERICAN AVIATION SVCS	113112	07/01/2024	\$1,130.00	\$1,130.00	\$10.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$18.92	\$1,158.92
42744	AMERICAN AVIATION SVCS	113101	07/31/2024	\$1,130.00	\$1,130.00	\$10.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$19.01	\$1,159.01
42744	AMERICAN AVIATION SVCS	96401	07/31/2024	\$6,623.85	\$6,623.85	\$30.00	\$0.00	\$6,653.85	\$0.00	\$0.00	\$0.00	\$110.91	\$6,764.76
42744	AMERICAN AVIATION SVCS	113102	08/31/2024	\$1,130.00	\$1,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,130.00
42744	AMERICAN AVIATION SVCS	96402	08/31/2024	\$6,623.85	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85
42744	AMERICAN AVIATION SVCS	113103	10/01/2024	\$1,130.00	\$1,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,130.00
42744	AMERICAN AVIATION SVCS	96403	10/01/2024	\$6,623.85	\$6,623.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,623.85
	TOTAL												\$31,355.15

Bill Sheet as of 9/10/2024

Vendor	Description	Net Amount
ACME TECHNICAL GROUP	Maintenance for CCTV and Control Systems	684.90
ADB SAFEGATE AMERICAS HOLDING INC	Legend Panel Sign	1,230.48
AM ASSOC OF AIRPORT EXEC AAAE	Membership Gary/Alex/Patty/Digicast	2,141.00
AMERICAN DISPOSAL SVCS, INC	Dumpster Trash Service	503.89
ASSOCIATED BUILDING MAINTENANCE	Custodial Services	9,179.42
B&H FOTO & ELECTRONICS CORP	Camera for Ops Office	1,889.51
BALDINO'S LOCK & KEY SVC INC	Rekey Ops Office	58.71
CERTUS PROTECTION LLC	Security Services	20,032.20
CHEMUNG CONTRACTING CORPORATION	Thr 06/2024 Rehab Taxiway B Widen Taxilane Y	-81,810.30
CHEMUNG CONTRACTING CORPORATION	6/14/24 Rehab Taxiway B Widen Taxilane Y	1,636,206.02
CINTAS CORP. #145	Tower Mats/Terminal Mats/Misc	1,578.46
COMCAST COMMUNICATIONS	Cable	145.91
CONSTANT CONTACT INC	Annual Subscription	638.40
DELTA AIRPORT CONSULTANTS INC	7/28-8/24 Construction Administration	37,701.09
HARRIS TEETER LLC	Commission Snacks	29.98
HASCO INC	West Apron Improvements/Tiedown Marking	72,291.00
HERITAGE CRYSTAL CLEAN INC	Disposal of Oil	165.00
HOME DEPOT	various supplies	497.60
JOHN F HELTZEL AIA. A PROFESSIONAL CORP	8/3/24 Design & Const for ARFF Hgr	3,143.55
MANASSAS, CITY OF UTILITIES	UTILITY BILLING 7/1/24-7/31/24	11,273.94
NEW PIG CORP	Drain cover for Fuel Farm	1,195.06
P-CARD ONE Transactions	various transactions	3,462.24
PHILLIPS CONSTRUCTION LLC	7/24 Observation Road Relocation Construction	137,306.40
PRO-TEC FIRE SERVICES INC	Monthly ARFF Services	30,140.41
REYNOLDS SMITH & HILLS INC	Enviro Assessment for ATCT PO #2	38,962.50
REYNOLDS SMITH & HILLS INC	8/23/24 Airport Layout Plan	6,004.05
REYNOLDS SMITH & HILLS INC	6/30/24 Construction Administration for Obser Rd	81,396.72
REYNOLDS SMITH & HILLS INC	6/30/24 Runway 16L/34R Rehab Prelim Design	78,245.68
SECURADYNE SYSTEMS INTERMEDIATE LLC	Customs Office - Camera Install	2,890.49
SECURADYNE SYSTEMS INTERMEDIATE LLC	Server Security Upgrades	66,835.76
STANDARD SIGNS INC	LED Lamps	1,449.00
STONEBERGER GARAGE DOORS UNLIMITED INC	Replace electric motor/Inspection	1,072.50

Vendor	Description	Net Amount
THE ADT SECURITY CORPORATION	Panic Monitoring	68.16
TREAS OF VIRGINIA	Public Officials General Liability	2,000.00
TWIN AIR LLC	HVAC Repairs/ Service/Evaluation	5,899.94
U S CUSTOMS & BORDER PROTECTION	June 2024	750.00
U S PLANTS INC	Plant Maintenance	252.00
VA BUSINESS SYSTEMS	Airport Copier SN#AA2M011007052/ADXM01300647	690.72
VERIZON	Phone Charges	25.50
VIRTOWER LLC	Virtual Tower Airport Operations Tracking	1,000.00
WASHINGTON GAS	10400 Wakeman/10529 Wakeman/10603 Observation	79.48
WEWERKA CONSTRUCTION MANAGEMENT INC	Aug Airport Mowing	8,419.52
		2,185,726.89



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.3

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Tie-down, Hangar Occupancy Report & Citizen's Monthly Noise Report

Suggested Action and/or Recommendation

none

Suggested Motion

Item Type Reports / Presentations

Item ID 2025-121

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

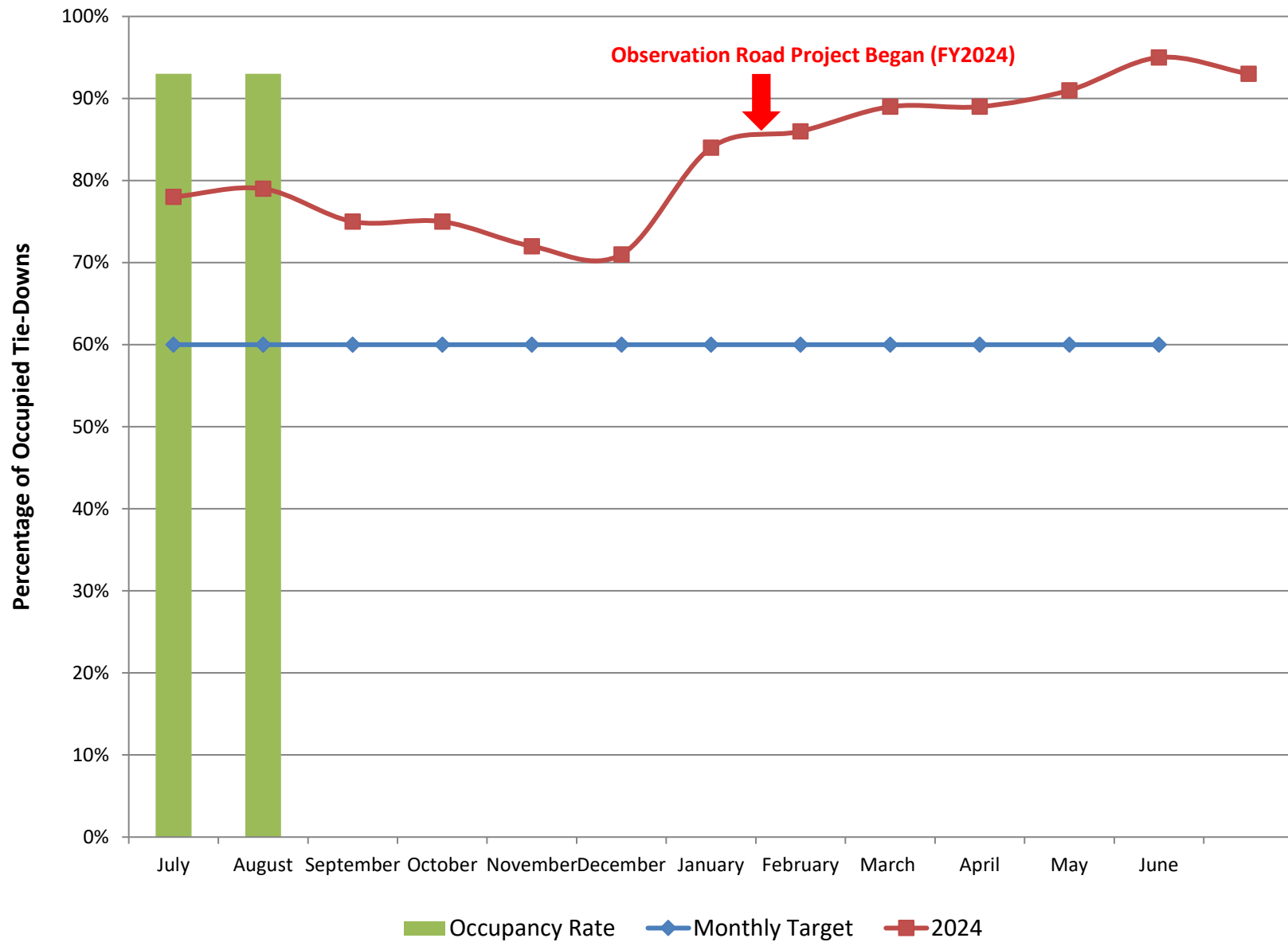
Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024

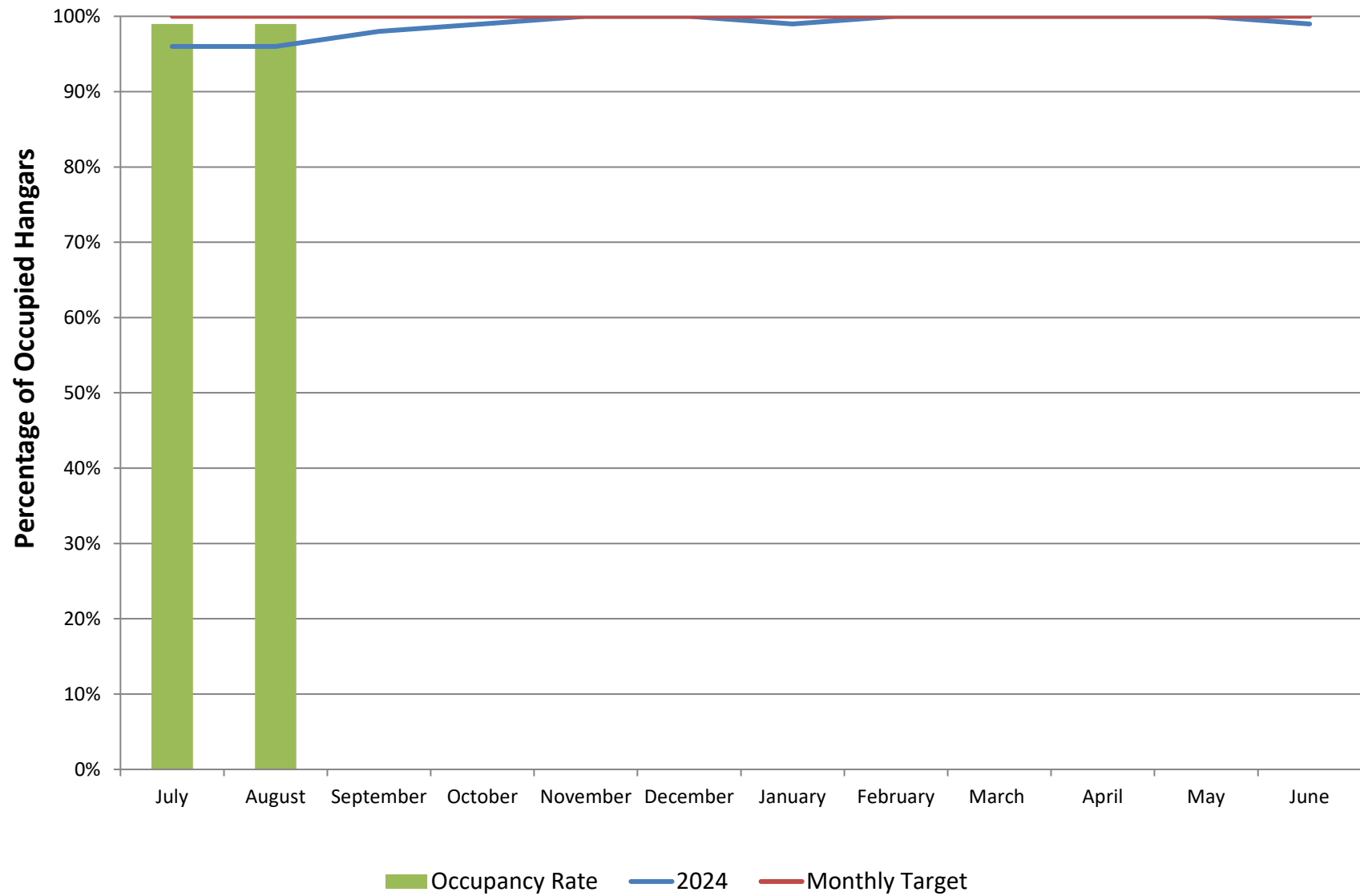
ATTACHMENTS

- [August 2024 Tie-Down Occupancy.pdf](#)
- [August 2024 Hangar Occupancy.pdf](#)
- [August 2024 Noise.pdf](#)

FY2025 Tie-Down Occupancy Rates

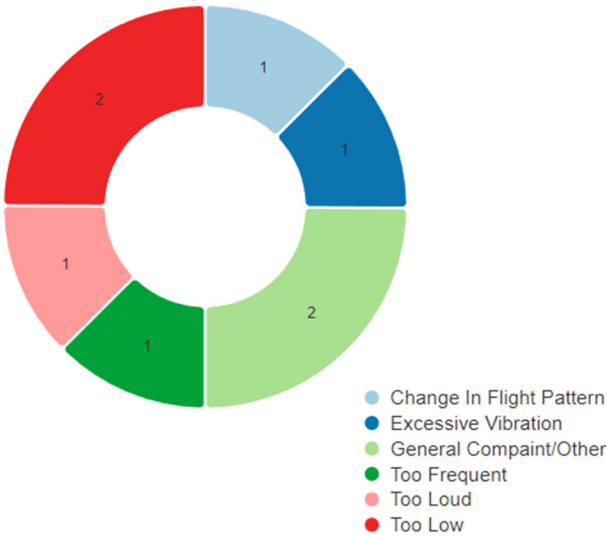


FY2025 Hangar Occupancy Rates

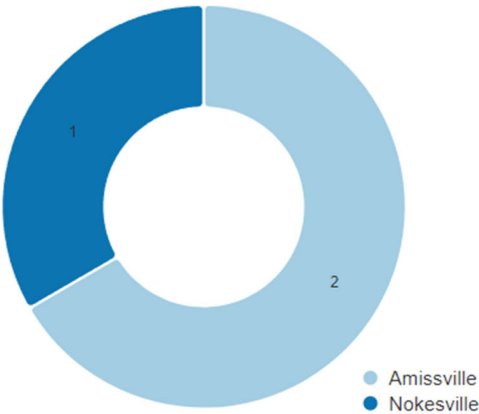


August 2024 Noise Statistics

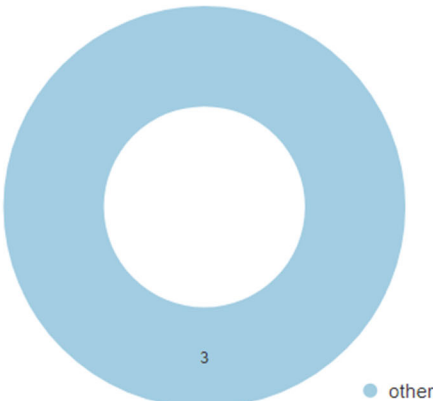
Event Type



City

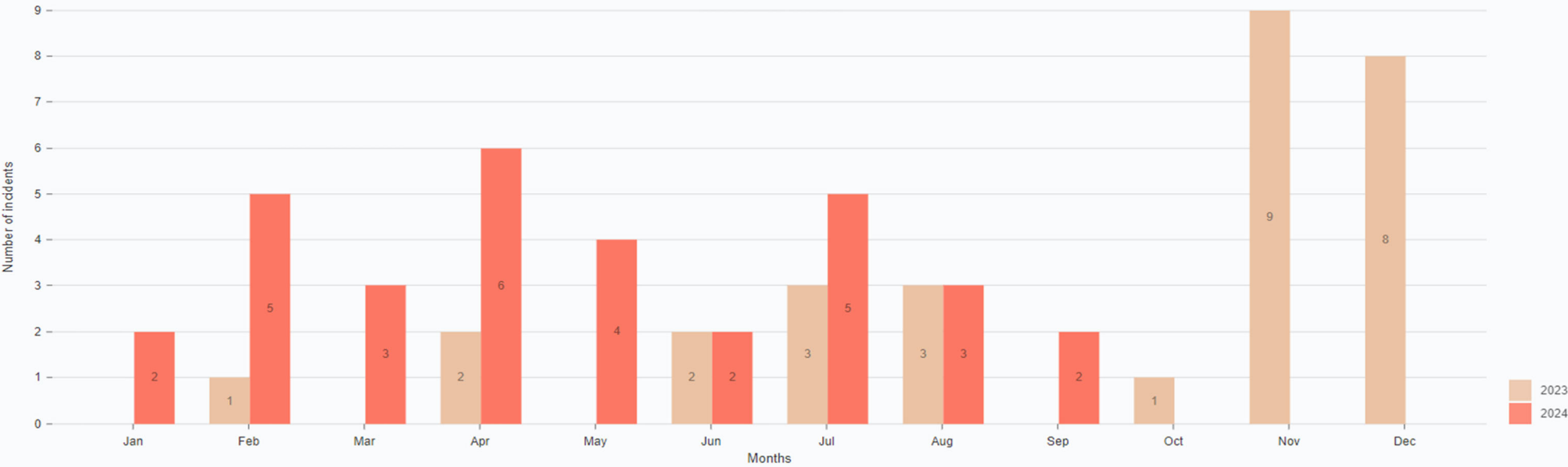


Outlined Surfaces



Total number of Noise Logs

2024 | ▾



Manassas Regional Airport (KHEF)



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 5.4

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Airport Project Update (Mrs. Jolene Berry, Asst. Airport Director, 10 minutes)

Suggested Action and/or Recommendation

none

Suggested Motion

Item Type Reports / Presentations

Item ID 2025-122

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024

ATTACHMENTS

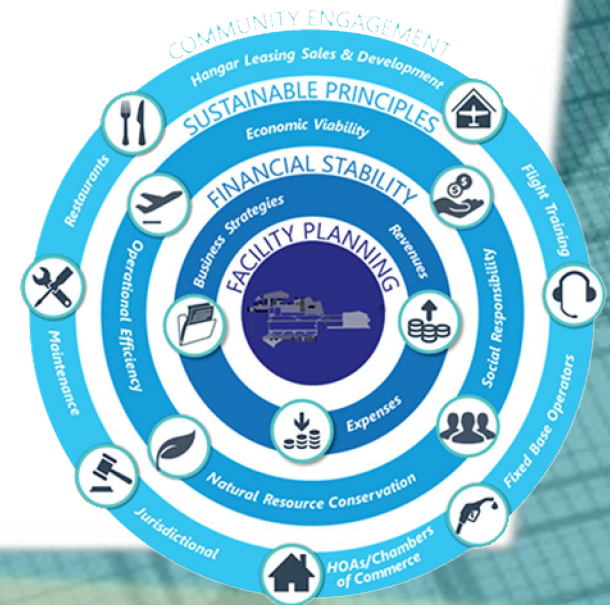
- [Construction Projects 9_19.pptx](#)

Construction Projects

September 2024 Update

Master Plan Update 2022

- The Master Plan update is a comprehensive study designed to depict an airport's short-, medium-, and long-term development plans. The data collected is used to create a development plan forecasted over a 20-year planning horizon.
 - *RS&H addressing FAA & DOAV comments on the ALP. Will send updated ALP to FAA & DOAV next week for final review.*
- Cost to date: \$744,003.20 of \$791,992.00
- Completion:
 - Completion by Fall 2024
- Change order: Include 139 Certification
 - Additional Grant from DOAV
 - ALP to Include Commercial Service, Forecast Numbers



ATC Tower Siting

- During this project the FAA will perform the siting and develop requirements documentation for a new air traffic control tower. Initial siting was completed in February 2024.
 - *Siting Study in Draft and under FAA review.*
- Cost to Date: \$211,531.84 of \$297,253
 - \$151,094.17 – FAA
 - \$120,875.34 – DOAV(80%)
- Completion: September 2024



- The scope of this project is to conduct an Environmental Assessment of the proposed tower sites to avoid or minimize potential impacts.

- **Cost to Date: Phase 1: \$121,878.42**
 - Phase 2: \$262,316(w/all optional tasks)
- **Completion: February 2025 (FONSI)**
 - Total Days of Project: Day 392 of 555 days

FIGURE 3-1: PROJECT STUDY AREAS

Sources: ESRI; 2024; Resident 2024

Legend

- Direct Study Area
- Indirect Study Area

The figure is an aerial photograph of the Bristol Airport area. A large yellow polygon outlines the 'Indirect Study Area', which covers a significant portion of the surrounding landscape, including agricultural fields and some residential areas. Within this larger area, a smaller blue rectangle marks the 'Direct Study Area', located adjacent to the main airport terminal building. Various geographical features are labeled, including 'Bristol Airport', 'Glastonbury', 'Midsomer Norton', 'Colver Farm', 'Green Farm', and several roads like 'A369' and 'A37'. A scale bar at the bottom right indicates distances from 0 to 3,000 feet.

West Corporate Development Site- Drainage Improvements (Construction)

- The project will include the Observation Road relocation, construction of a retaining wall, stormwater retention pond, utility relocation(water main, storm sewer, communication, natural gas, sanitary sewer force main and pump station, 2 hangars demoed and environmental remediation.
 - *All utility lines have been relocated except Washington Gas*
- Cost to Date: \$2,170,605.97
- Completion: Fall 2024
- Total Days of Project: 235 of 270 days
 - Aug 30th Stop Work Order Issued by Airport
- Change Orders: N/A



MALSR Infrastructure Upgrade Project

- The objective of this project is to remove and install new low impact resistant structures and foundations. Re-wire the Threshold light bar and replace light fixtures, replace conduit throughout project.
 - *No remobilization date set.*
- Cost to Date: \$2,000,000
- Completion: 6 Months (Summer 2024)
- Change Orders: N/A

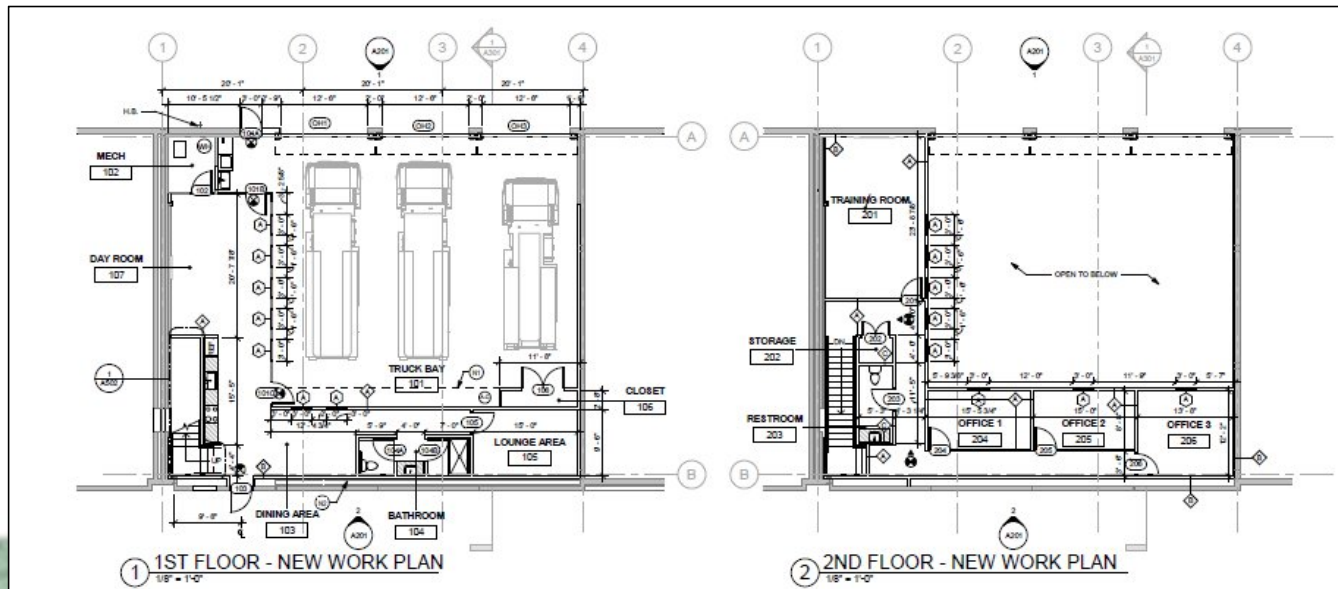


ARFF Hangar Remodel

The objective of this project is to outfit the hangar as a ARFF hangar and office space.
-Bidding project out this month.

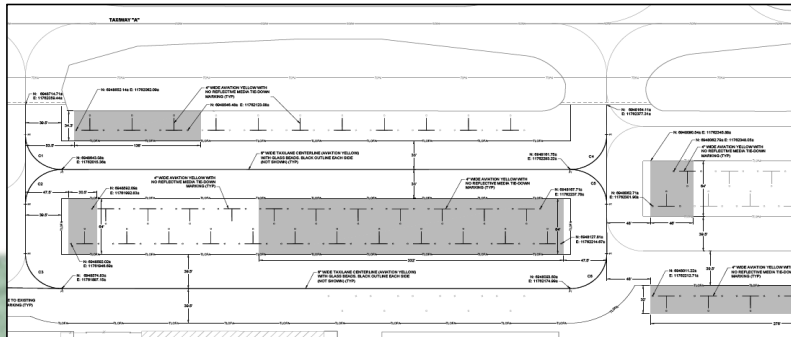
Cost to Date: \$84,216.00

Completion: Completion by Jan 2025



West Apron Tie-Down Layout

- The objective of this project is to develop up to 3 tie-down layout alternatives to add an additional tie-down spaces throughout the west apron.
 - *Final Markings are being completed this week.*
 - Cost to Date: \$68,150
 - Completion: August 2024
 - Change Orders: ~\$4,020 – 4 Additional Tie-Downs
- 



Questions?





Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 6.1

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Commercial Service Update - (AvPorts, 10 minutes)

Suggested Action and/or Recommendation

Receive Presentation

Suggested Motion

N/A

Item Type Reports / Presentations

Item ID 2025-179

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

This presentation is to update the City Council on the Airport Staff's progress converting from a General Aviation (GA) Airport to a Commercial Service



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 6.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Aviation Knowledge Series - (Mrs. Jolene Berry, Asst. Airport Director, 10 minutes)

Airfield Safety & Incursion Prevention: Introduction to the AOA Video

Suggested Action and/or Recommendation

none

Suggested Motion

Item Type Reports / Presentations

Item ID 2025-123

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 6.3
Submitted by: Patty Bibber
Submitting Department: Manassas Regional Airport
Meeting Date: September 19, 2024

Item Title

Airport Security Update - (Mr. Nicholas Carr, Security Coordinator, 10 minutes)

Suggested Action and/or Recommendation

Presentation

Suggested Motion

N/A

Item Type	Reports / Presentations	Item ID	2025-180
Submitting Department	Manassas Regional Airport	Drafter	Patty Bibber
Meeting Body	Manassas Regional Airport Commission	Meeting Date	September 19, 2024

Advisory Board/Committee Review

N/A

Fiscal Impact

N/A

Executive Summary and Background Information

Update on the Airport Security Program, security projects, and upcoming changes, projects, and programs

ATTACHMENTS

- [Security Program Briefing 9-19-24.pptx](#)



HEF SECURITY PROGRAM

Thursday September 19 2024

AIRPORT SECURITY PROGRAM

Airport Security Plan (ASP)

- Rough draft returned from TSA with positive comments. “Good bones, just needs more meat”
- Outstanding items
 - *Floorplans, flight schedules, construction date(s)*
 - *Badge design, Training, recordkeeping, communications*

AIRPORT SECURITY PROGRAM

Completed projects and projects underway

- Water-filled barricades
 - *Installed as supplemental protection at gates EV-02, EV-09, EV-14*
- Key control
 - *Current inventory added to AeroSimple database*
 - *Evaluating upgraded master keyed padlock system for hangars, gates, and doors*



AIRPORT SECURITY PROGRAM

Completed projects and projects underway

- Vehicle gate upgrades (EV-02, EV-09, EV-13)
 - *\$85,930 total costs, DOAV to pay \$77,337, Airport responsibility \$8,593*



- Perimeter fence modifications
 - *\$45,539 total costs, DOAV to pay \$40,985, Airport responsibility \$4,554*

AIRPORT SECURITY PROGRAM

Completed projects and projects underway

- Perimeter signage
 - *New signs will larger, specify the AOA area, authorized personnel only, and contains the Virginia state code to permit prosecution for trespassing as a Class 1 misdemeanor*



AIRPORT SECURITY PROGRAM

Completed projects and projects underway

- Added Acme Technical Group  as our integrator in June
 - *Repaired inoperative, damaged, and defective cameras at six locations*
 - *Repaired inoperative portions of access control system damaged by lightning strike*
- Hosted Axis Communications Mobile Experience Vehicle in July
 - *Existing and developing technologies*
 - *Good turnout from airport tenants/regional businesses*



AIRPORT SECURITY PROGRAM

Access Control System

- Issues
 - *Current proximity cards (26-bit Wiegand) can be easily duplicated or skimmed*
 - *Software Badge design, badge history, and audit features*
 - *Current access control system utilizes proprietary hardware*
 - *Current access control system interoperability issues*
- Solutions
 - *Replace 26-bit cards with encrypted (128-bit OSDP) cards*
 - *Replace access control hardware/software with open architecture system*

AIRPORT SECURITY PROGRAM

CCTV Video management System

- Issues
 - *Current VMS camera licensing costs and camera build-out limit, interoperability issues*
 - *Lacks ability to fully exploit camera edge analytics*
 - *Server based analytics would require another proprietary server*
- Solutions
 - *Replace existing VMS software with an expandable open architecture system*

AIRPORT SECURITY PROGRAM

In Development

- Airfield Vehicle Registration Program
 - *Permit design and production have been completed*
 - *Working out development bugs with AeroSimple for database*
- Badging office
 - *Plan to integrate office into existing security office space*
 - *TSA has agreed to a digitized application process facilitated through AeroSimple*
 - *ID Badge printer upgrade*



QUESTIONS



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 8.1

Submitted by: Juan Rivera

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Approve SJCO's request to assign their Franchise with the City of Manassas to CPF Sunset Corporate Associations, LLC and recommend that the City Council approve the assignment.

Suggested Action and/or Recommendation

Approve the Assignment

Suggested Motion

I move that we approve SJCO's request to assign their Franchise with the City of Manassas to CPF Sunset Corporate Associates, LLC, subject to the City Attorney's approval of the content and format of the Ground Lessor Estoppel and Ground Lease Consent Agreements, and recommend to the City Council that they approve the assignment of the Franchise.

Item Type Contracts / Agreements

Item ID 2025-186

Submitting Department Manassas Regional Airport

Drafter Juan Rivera

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024

Advisory Board/Committee Review

September 19, 2024

Fiscal Impact

There is no impact on the Airport Fund. The new Franchise holder is responsible for the rents as outlined in the Franchise Agreement.

Executive Summary and Background Information

Eagle Canyon Capital, LLC which is the sole member of SJCO – Aurora Manassas VA, LLC ("SJCO") has requested that the City Council approve the assignment of their Franchise Agreement, dated August 17, 2005 (as amended) to CPF Sunset Corporate Associates, LLC. They have requested that the City execute and deliver a Ground Lessor Consent and Estoppel whereby the City consents to the assignment by SJCO.

The facility will continue to be leased to, and operated by, Aurora Flight Sciences Corporation

pursuant to the existing Sublease. The Franchise Agreement give the lease holder the right to assign the Franchise Agreement with prior written consent of the City of Manassas. The assignment of the Franchise is an absolute assignment of the Franchise. The Ground Lessor Consent Agreement evidences the City's consent to the assignment. There are no changes to the existing Franchise and there will be no impact on the Airport Fund since the new Franchisee will be responsible for paying the rents as outlined in the Franchise.

ATTACHMENTS

- [Manassas VA - Ground Lessor Estoppel - ver 4.docx](#)
- [Manassas VA - Ground Lease Consent - ver 4.docx](#)

GROUND LESSOR ESTOPPEL CERTIFICATE AND NONDISTURBANCE AGREEMENT

Dated as of _____, 2024

among

CITY OF MANASSAS (the “*Ground Lessor*”),

MANASSAS AERO, LLC (the “*Company*”)

and

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE
(the “*Lender*”)

9950 Wakeman Drive,
Manassas, Virginia

This instrument was
prepared by and when recorded
return to:
Daniel J. Favero, Esq.
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606

GROUND LESSOR ESTOPPEL CERTIFICATE AND NONDISTURBANCE AGREEMENT

This GROUND LESSOR ESTOPPEL CERTIFICATE AND NONDISTURBANCE AGREEMENT dated as of _____, 2024 (this “*Agreement*”) is among The City of Manassas (the “*Ground Lessor*”), Manassas Aero, LLC, a Delaware limited liability company (the “*Company*”), to and for the benefit of Wilmington Trust, National Association, as Trustee (the “*Lender*”), a national banking association as beneficiary under that certain Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of the date hereof (the “*Deed of Trust*”) from the Company for the benefit of Lender.

WHEREAS, the Company, as successor in interest to SJCO-Aurora Manassas VA, L.L.C., a Delaware limited liability company (“*SJCO*”), has issued to Lender that certain Senior Secured Note dated _____, 2024 in the principal amount of [Loan Amount] (the “*Note*”) which is secured by the Deed of Trust; and

WHEREAS, the Ground Lessor, as lessor, has entered into that certain Franchise Agreement dated August 17, 2005, with Aurora Flight Sciences Corporation, a Delaware corporation (“*AFSC*”), as lessee (the “*Original Lease Agreement*”), as amended by that certain First Amendment of Franchise Agreement dated as of March 10, 2014, as further amended by that certain Assignment and Assumption of Franchise Agreement and Assignment of Warranties and Other Intangible Property dated March 10, 2014, and as further amended by that certain Assignment and Assumption of Franchise Agreement dated June 25, 2019 (collectively, the “*Lease Amendment*”), (the Original Lease Agreement, as amended by the Lease Amendment, is herein referred to as the “*Ground Lease*”), whereby the rights and obligations of AFSC were assigned to SJCO, and which are to be assigned by SJCO to the Company pursuant to an Assignment and Assumption of Ground Lease dated as of the date hereof, whereby Ground Lessor is leasing to the Company the land described in *Exhibit A* attached hereto located in Prince William County, Virginia together with all easements appurtenant thereto (said land and easements, and all other property, of whatever nature, which is the subject of the Ground Lease being hereinafter referred to collectively as the “*Land*”); and

WHEREAS, that certain Memorandum of Franchise of said Ground Lease recorded as Instrument 200512150214540 in public records of Prince William County, Virginia (“*Official Records*”) on December 15, 2005 at 11:31:01 AM (“*Memorandum of Franchise*”), by the Memorandum of Assignment of Franchise Agreement recorded as Instrument No. 201401310015685 in the Official Records on March 13, 2014 at 11:23:20 AM (“*2014 Memorandum of Assignment*”), by the Amended Memorandum of Franchise recorded as Instrument 201403130015686 in the Official Records on March 13, 2014 at 11:23:20AM (“*Amended Memorandum*”), by the Memorandum of Assignment of Franchise Agreement recorded as Instrument No. 201907030046595 in the Official Records on July 3, 2019 at 12:54 PM (“*2019 Memorandum of Assignment*”), and by the Memorandum of Assignment of Franchise Agreement recorded as Instrument No. _____ in the Official Records on _____ at _____ AM/PM (“*2024 Memorandum of Assignment*”);

Ground Lessor Estoppel Certificate
and Agreement

WHEREAS, the Company, as sub-landlord, has leased the Land and the Company, as landlord, has leased the Improvements (as hereinafter defined) to Aurora Flight Sciences Corporation, a Delaware corporation, as tenant (the “Sublessee”), pursuant to that Sublease Agreement dated March 10, 2014 (together with all amendments and supplements thereto, the “Sublease”); and

WHEREAS, the Ground Lessor holds fee title to the Land; and

WHEREAS, the Company is executing and delivering the Deed of Trust herewith for the benefit of Lender securing payment of certain indebtedness described therein, including, without limitation, payment of all principal, interest and premium, if any, due on the Note (the “Secured Indebtedness”), by creating a first priority lien in and on, *inter alia*, the Company’s leasehold interest in the Land and the Company’s fee interest in all buildings, structures and improvements now standing or hereafter constructed or placed on the Land (the “Improvements”); and

WHEREAS, the Lender, as a condition to its making the loan evidenced by the Note, requires that the Ground Lessor execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and in consideration of TEN and NO/100THS (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, the Ground Lessor does hereby represent, warrant, covenant and agree for the benefit of the Lender, who is relying upon the truth thereof, as follows:

1. *Representations and Warranties.* The Ground Lessor hereby represents and warrants to the Lender, who is relying upon the truth of the representations and warranties as contained herein, that:

(a) the Ground Lease (as supplemented by the Memorandum of Franchise, the 2014 Memorandum of Assignment, the Amended Memorandum, 2019 Memorandum of Assignment, and 2024 Memorandum of Assignment) is unmodified and in full force and effect and constitutes the binding and enforceable obligation of the Ground Lessor;

(b) no default or event of default exists under the Ground Lease and no event has occurred or has failed to occur which, with the passage of time or the giving of notice or both would constitute a default or event of default under the Ground Lease and the Ground Lessor has no claim against the Company and no offset or defense to enforcement of any terms of the Ground Lease and the Ground Lessor has not advanced any funds for or on behalf of the Company for which the Ground Lessor has a right to claim increased future rent payments from the Company;

(c) the initial term of the Ground Lease shall expire on August 16, 2045;

Ground Lessor Estoppel Certificate
and Agreement

(d) all Rent and all other charges and obligations of the Company under the Ground Lease have been paid in full up to and including the date hereof or are not yet due and payable;

(e) no person claiming by, through, under or on account of the Ground Lessor has an interest in the Land except the Company under the Ground Lease, the Lender under the Deed of Trust, and the Sublessee under the Sublease; and

(f) the Rent payments due under the Ground Lease are as forth in Article 4 of the Ground Lease (currently \$_____ per month) which shall be paid in monthly installments on the first day of each month.

2. *Covenants of Ground Lessor.* Notwithstanding any terms of the Ground Lease to the contrary, the Ground Lessor hereby consents to the Deed of Trust and covenants and agrees that the Deed of Trust is a permitted encumbrance under the Ground Lease and that the Lender is entitled to all rights accorded to holder of a lien on the Company's interest under the Ground Lease and, in any event, from the date of the Deed of Trust until the date of Lender's recording of a release of the Deed of Trust, the Lender shall have the following rights:

(a) Ground Lessor shall serve the Lender with a copy of any notice, including a notice of default, required to be served on the Company under the Ground Lease, at the address set forth herein. No notice by Ground Lessor to the Company shall be deemed to have been duly given until a copy thereof has been served on the Lender. The Company hereby consents to Ground Lessor providing the Lender with copies of notice given by the Ground Lessor to the Company pursuant to or in connection with the Ground Lease.

(b) In the event of any default by the Company under the Ground Lease, the Lender has the right, but not the obligation, to cure any such default (or to cause any such default to be cured) within the time periods set forth in Article 18 of the Ground Lease plus an additional 30 days for payment default and 60 days for non-payment defaults. Ground Lessor agrees to accept such performance by or on behalf of the Lender as if the same had been made by the Company.

(c) In the event that the Ground Lease is terminated for any reason prior to the expiration of the term, Ground Lessor shall serve upon the Lender written notice that the Ground Lease has been terminated, together with a written statement of any and all sums which are and/or which would be due under the Ground Lease but for such termination, and all other defaults under the Ground Lease which are then known to the Ground Lessor. The Lender has the right, but not the obligation, to cure any such defaults in accordance with Article 18 of the Ground Lease, and in the event of such cure within the time period set forth in Section 2(b) hereof and continuing thereafter for a period of thirty (30) days after the date that Ground Lessor gives Lender notice of the termination of the Ground Lease, Ground Lessor shall, at the written request of the Lender given to Ground Lessor within said thirty

(30) day period, enter into a new lease of the Land with the Lender (as tenant) on the same terms and conditions as the Ground Lease for the remainder of the term of the Ground Lease, *provided* that, at the time of execution of said new Lease: (1) to the extent any portion thereof remains unpaid, the Lender makes payment to Ground Lessor of all rent under the terminated Ground Lease through the day prior to the effective date of the new lease; and (2) Lender pays Ground Lessor the monthly base rent under the new Lease for the first full month of the term of the new lease, and prorated monthly base rent for any initial partial month at the beginning of the term of the new lease.

(d) So long as the Deed of Trust shall remain in existence, no amendment, modification or supplement to the Ground Lease, and no agreement to cancel, terminate or surrender the Ground Lease, shall be binding upon the Lender, unless the Lender shall have provided its express written consent to the same.

(e) In the event that the Lender (or its designated third party) shall acquire title to the Company's interest under the Ground Lease by foreclosure, assignment in lieu of foreclosure or otherwise or under a new lease as set forth in Section 2(b) or Section 2(c) hereof and in the Ground Lease, Ground Lessor agrees to accept Lender and to recognize Lender as its tenant under the Ground Lease for the remaining balance of the term thereof and, upon request of Lender, Ground Lessor shall execute and deliver to Lender an agreement of acknowledgement reasonably satisfactory to Lender and Ground Lessor. The Lender may assign its interest therein and be released from all liability for performing or observing the covenants and conditions contained in the Ground Lease (or in such new lease) from and after the date of such assignment, *provided* that: (1) all rent under the Ground Lease or the new lease has been paid in full for the period through the day prior to the effective date of such assignment; and (2) such assignee shall have expressly assumed the Ground Lease (or such new lease) in writing and written evidence thereof shall have been submitted to Ground Lessor within ten (10) business days after the effective date of such assignment.

3. *Agreements Re: Sublease.* Ground Lessor hereby consents to the Sublease and acknowledges and agrees that:

(i) Lender has a deed of trust on the Company's interest in the Sublease;

(ii) so long as the Company is not in default under the terms of the Ground Lease, the Company shall not be disturbed by Ground Lessor in possession, use, enjoyment and occupancy of the Land under the Ground Lease during the original or any renewal term of the Ground Lease; and

(iii) all obligations of the Company, as tenant under the Ground Lease, may be performed by Sublessee, as tenant under the Sublease.

4. *Miscellaneous.*

(a) Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the respective covenants, promises and agreements in this Agreement contained by or on behalf of the Ground Lessor and the Lender shall respectively bind the Ground Lessor and the Lender and their respective successors and assigns, and shall inure to the benefit of Ground Lessor and the Lender and their respective successors and assigns, whether so expressed or not.

(b) The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions hereof unenforceable or invalid.

(c) Ground Lessor acknowledges receipt of a copy of the Sublease and acknowledges the terms contained therein. Upon Ground Lessor's receipt of the Deed of Trust and the Note, the Ground Lessor shall provide a written acknowledgement of its receipt of said copies and of the terms contained therein.

(d) Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Agreement signed by the party giving such notice (except that notices given in behalf of a party by its attorney shall be effective for and in behalf of such party, and shall be binding upon such party), and delivered either personally to such other party, or sent by nationally recognized overnight courier service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

If to Ground Lessor: The Honorable Mayor
The City of Manassas
Manassas, Virginia 20110

With a copy to: City of Manassas
Airport Director
Manassas Regional Airport
P.O. Box 560
Manassas, Virginia 20108

If to the Company: Manassas Aero, LLC
3000 Airway Avenue, Suite 100
Costa Mesa, CA 92626
Attention: Kreg Groat

If to Lender: Wilmington Trust, National Association
Financial Center

Ground Lessor Estoppel Certificate
and Agreement

505 20th Street North, 1750
Birmingham, AL 35203
Attention: _____

with a copy to: Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attention: Daniel J. Favero, Esq.

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the day such material is sent, or (iii) if sent by certified mail, three (3) business days after such notice has been sent by Lender, Ground Lessor or the Company.

(e) This Agreement and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought; provided that this instrument shall be deemed released and terminated, and without further force an effect, upon the date of Lender's recording of a release of the Deed of Trust. In addition, if the Lender releases the Deed of Trust, then, within 30 days after the written request of the Ground Lessor, the Lender shall record a release of this instrument.

(f) This Agreement may be executed in one or more counterparts or by parties executing separate counterpart signature pages.

(g) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

(h) Nothing in this Agreement shall be deemed or construed to (i) relieve the Company of any of its obligations under the Deed of Trust or the Ground Lease; or (ii) cause the Lender to forfeit or otherwise lose its rights and benefits under the Deed of Trust; or (iii) relieve the Ground Lessor of any of its obligations under the Ground Lease; or (iv) amend or modify in any respect any terms of the Ground Lease, or modify or waive any of the Ground Lessor's rights and/or remedies under the Ground Lease or at law or in equity, except as expressly agreed otherwise in this instrument.

(i) The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of laws provisions of such State.

[SIGNATURE PAGES FOLLOW]

Ground Lessor Estoppel Certificate
and Agreement

WITNESS:

MANASSAS AERO, LLC, a Delaware limited
liability company

By: _____

Name:

Title:

Ground Lessor Estoppel Certificate
and Agreement

WITNESS:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS TRUSTEE

By _____

Name:

Title:

Ground Lessor Estoppel Certificate
and Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 2024 before me, _____, a Notary Public personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

Ground Lessor Estoppel Certificate
and Agreement

STATE OF)
) SS
COUNTY OF)

On this ____ day of _____, 2024, I do hereby certify that _____,
personally known to me to be _____ of WILMINGTON TRUST, NATIONAL
ASSOCIATION, personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that as such
_____ such person signed and delivered the said instrument as
_____ of said entity, pursuant to authority, given by WILMINGTON
TRUST, NATIONAL ASSOCIATION, for the uses and purposes therein set forth.

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

The undersigned hereby acknowledges the receipt of the Deed of Trust and Note referred to in the forgoing Ground Lessor Estoppel Certificate and Agreement.

CITY OF MANASSAS

By: _____

Name:

Title:

CONSENT AND ESTOPPEL AGREEMENT

THIS CONSENT AND ESTOPPEL AGREEMENT (this "Consent"), dated as of _____, 2024, is executed by THE CITY OF MANASSAS ("Lessor") and MANASSAS AERO, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, SJCO - AURORA MANASSAS VA, LLC, a Delaware limited liability company ("SJCO"), is the lessee under that certain Franchise Agreement, dated August 17, 2005 (the "Original Agreement"), as amended by the Assignment and Assumption of Franchise Agreement and Assignment of Warranties and Other Intangible Property dated March 10, 2014 (the "2014 Assignment"), as further amended by the First Amendment of Franchise Agreement dated March 10, 2014 (the "First Amendment"), as further amended by the Assignment and Assumption of Franchise Agreement dated June 25, 2019 (the "2019 Assignment" together with the Original Agreement, the 2014 Assignment, and the First Amendment are collectively referred to as the "Franchise Agreement") originally made by and between Lessor and AURORA FLIGHT SCIENCES CORPORATION, a Delaware corporation ("AFSC") (as predecessor in interest to SJCO), 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 Original Agreement were assigned to SJCO, which in turn subleased the premises back to AFSC (the "Sublease"), which continues to occupy the same as sublessee;

WHEREAS SJCO proposes to assign its rights under the Franchise Agreement (the "Assignment") to Assignee, as successor in interest to CPF SUNSET CORPORATE ASSOCIATES, LLC, a Delaware limited liability company, pursuant to a Contract of Sale dated August 2, 2024; 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 of the Franchise Agreement to Assignee. Lessor agrees, in the event the Assignment is completed, to recognize Assignee as the lessee under the Franchise Agreement 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 lessee under 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 Assignee, 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 Assignee 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 and AFSC.

4. **Lessor's Representations and Warranties.** Lessor certifies to Wilmington Trust, National Association, as Trustee (together with its successors and assigns ("Lender"), SJCO, Assignee 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) The initial term of the Franchise Agreement commenced on August 17, 2005 and expires on August 16, 2045, and thereafter the Franchise Agreement is not renewable.

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

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

(e) As of the date hereof, the monthly rent payments due under the Franchise Agreement is \$_____ for Area One land, \$_____ for Area One buildings and improvements and \$_____ for Area 2 land, which is payable on the 1st day of each month. All rents have been paid through _____, 2024 and no rents have been prepaid more than one (1) month in advance. The Area Two land rent commenced on _____, 20____. On January 12, 2026, the Area One building and improvement rent shall cease. Effective January 13, 2026, the Lessee shall commence paying rent based on the Fair Market Value, multiplied by ten percent (10%), as established by the City no later than January 2, 2026, on the leasehold improvements for the existing hangar and office spaces located in Area One.

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

(g) The use by AFSC of the Premises complies with Article 3 of the Franchise Agreement.

(h) 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.

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

(j) To the best of Lessor's knowledge, Lessee 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.

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

(l) 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.

(m) To the best of Lessor's knowledge, Lessee and AFSC are 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 Original Agreement, as amended by the First Amendment, (B) Lessor acknowledges that, upon the Assignment of the Franchise Agreement to Assignee, Assignee shall 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 Assignee as lessee.

6. **Assignee's Covenants.** As evidenced by its authorized signature below, upon the execution of the Assignment, Assignee, as Assignee 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. From and after the date of the Assignment, SJCO shall be released and discharged from any and all liabilities, obligations and claims under the Franchise Agreement.

7. **Terms of the Franchise Agreement.** The terms and conditions of the Franchise Agreement 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF MANASSAS

By: _____
Name:
Title:

MANASSAS AERO, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

[Attached]

EXHIBIT “B”

Franchise Agreement



Manassas Regional Airport Commission Agenda Item Report

Agenda Item No. 8.2

Submitted by: Patty Bibber

Submitting Department: Manassas Regional Airport

Meeting Date: September 19, 2024

Item Title

Appoint new Executive Committee Member

Suggested Action and/or Recommendation

Suggested Motion

Item Type Reports / Presentations

Item ID 2025-182

Submitting Department Manassas Regional Airport

Drafter Patty Bibber

Meeting Body Manassas Regional Airport
Commission

Meeting Date September 19, 2024