

Peninsula Airport Commission Board of Commissioners Meeting Packet

Jay Joseph, Chair

Michael Giardino, C. M., Executive Director

Thursday, April 22, 2021

8:00a.m.

Microsoft Teams

[Click Here to Join](#)



Peninsula Airport Commission Board of Commissioners Agenda

April 22, 2021

- 1) Call to Order
- 2) Approval of Minutes from Commission Meeting: March 25, 2021
- 4) Read Instructions for Public Comment
- 5) Public Comment
- 6) Committee Reports
 - a. Finance & Audit Committee
 - b. Planning & Development Committee
 - c. Governance Committee
 - d. Marketing & Public Relations Committee
- 7) Staff Reports
- 8) Old Business
- 9) New Business
- 10) Adjournment

PAC MINUTES

March 25, 2021

Peninsula Airport Commission

Meeting Minutes

March 25, 2021

In light of the continuing state of emergency declared by Governor Northam, where it is impracticable or unsafe to assemble a quorum in a single location, and as allowed by the General Assembly during the continuing state of emergency, this meeting to take action to discuss or transact the business statutorily required or necessary to continue operation, the Peninsula Airport Commission held an electronic meeting on March 25, 2021. All board members participated remotely using a Microsoft Teams platform. Members of the public were able to witness the meeting online via live-streaming and were provided with the opportunity to provide public comment at the outset of the meeting and were asked to register the day before the meeting in the online meeting public notice. The online internet public notice for the meeting noted that this meeting would be conducted using an electronic process due to the COVID-19 state of emergency and as a precaution to reduce the risk and spread of the novel coronavirus. The Agenda and Board materials as well as information regarding the availability of online live streaming of the meeting at the noted link. Online viewers were afforded the link to join the meeting in accordance with Item 4-0.01. g. of Chapter 1289 and Section 2.2- 3708.2 of the Code of Virginia.

The Board Packet and minutes are available on the Peninsula Airport Commission's website at www.peninsulaairportcommission.org.

Commissioners in attendance:

Chair: Jay Joseph

Vice Chair: Rob Coleman

Treasurer: Thomas Herbert

Assistant Treasurer: Sharon Scott

Assistant Secretary: Brian Kelly

Commissioners absent:

Secretary: Lindsey Smith

Staff members in attendance:

Executive Director, Michael Giardino

Director Marketing & Public Relations, Jenifer Spratley

Director Finance, Jessica Minor

Business Manager, Christopher Walton

Recorder, Barbara Rumsey

Call to Order: Mr. Joseph called the meeting to order at 8:01am.

Mr. Joseph announced that Commissioner Smith was re-appointed to the PAC for another term.

Approve Minutes from February 25, 2021: Mr. Joseph provided a few edits. Mr. Coleman made a motion to approve with edits. Mr. Herbert seconded the motion. Voice vote by Roll Call. 5-0. **Minutes Approved.**

Mr. Joseph asked if there were any Public Comment registrations. Ms. Rumsey replied that there were no registrations.

Committee reports:

- Finance & Audit Committee report from Mr. Herbert
 - Mr. Herbert provided a financial update for February
 - Expenditures continue to be under budget
 - Rental Car vendors continue with positive revenues
 - Mr. Herbert provided CARES Act Funding Update
 - Reimbursement received for 1.2 million
 - balance 366K
 - 2nd round is CRRSSAA
 - adds relief for concessionaires.
 - 3rd Round will be Airport Relief Program (ARP) and the Committee is recommending the Resolution to authorize the Executive Director to execute and deliver application for these funds.

Resolution 21-015

Mr. Herbert and the **Finance & Audit Committee recommend Resolution 21-015**. Mr. Joseph asked for questions or comments on the motion from Committee.

Mr. Joseph asked if there is a difference in how funds can be used. Mr. Giardino replied not much, only the addition for concessionaire relief.

Voice vote by Roll Call. 5-0 **Resolution 21-015 approved.**

Be it Resolved, that the Board of Commissioners of the Peninsula Airport Commission that:

- 1) The Executive Director is authorized to execute and deliver an application for the ARG.
- 2) The Commission hereby authorizes the Executive Director to accept the ARG and affirms to the FAA the Commission's intent to comply with assurances, conditions and requirements set forth in the ARG agreement and related laws and regulations with respect thereto. The Executive Director is authorized and directed to execute and deliver the ARG and associated grant agreement to the FAA, and to take all actions necessary in order to accept and apply the ARG to fulfill its purposes of this Resolution.
- 3) This Resolution shall take effect immediately.

Mr. Herbert provided an update for the 3rd party audit we solicited. There was no award at this time. He asked Mr. Giardino to elaborate on the issue. Mr. Giardino stated that during the interview process, we found that the vendors were not clear on the scope of work or how much the scope should cost. We plan to re-evaluate the process, scope of work, and may handle internally.

Mr. Herbert asked Mr. Giardino to provide a CIP update. Mr. Giardino stated that the AIP program is funded at 100%.

- Taxiway A is adding shoulders to the taxiway for safety and lighting upgrades, also adding, or deleting throats to avoid direct access to the runway to comply with FAA regulations. Project expected to begin in early April.

- Budget will be presented at next month’s meeting. The process was included in the Agenda Packet for this meeting.
- **Planning & Development Committee report from Mr. Joseph:**
 - General Aviation Update
 - All leases have been signed
 - 1 tenant is moving out
 - New policy has been fully implemented successfully
 - Mobile Home Park Update
 - Working with a few tenants on delinquency of payments
 - Slowly losing inventory due to deterioration
 - Currently at 93 homes
 - down from 97
 - Huntington Pointe Sale is on track
 - Waterworks MOU has been signed
 - NEPA process has begun for land release
 - Habersham will be signed in April
 - Corporate Hangar negotiations continue
 - Waiting on final environmental
 - TSA lease renewal
 - Negotiated 5-year renewal
 - Ms. Spratley provided a financial analysis
 - Increase revenue by more than \$50K per year
- **Governance Committee report from Mr. Joseph:**
 - Annual meeting in May
 - Election of Officers
 - Nominations will be requested next month
 - Ms. Smith will be meeting with Newport News City Manager next week
- **Marketing & Public Relations Committee report from Ms. Scott**
 - 5k discussion on possible virtual event
 - Ms. Spratley will discuss with Newport News event coordinator to see if it is feasible for September
 - Mr. Kelly added that the Strategic Planning work will be seen soon
 - Strategic Growth Plan will be presented next month
 - Ms. Spratley added that the Strategic Marketing and Growth Plan is essential to our success

Staff Reports:

Mr. Giardino sent out an update to the Commissioners requesting that it be included in minutes: *“Activity and significant events since the last Regular PAC Meeting (some (but not all) items were briefed and discussed during Monday’s Committee meetings):”*

- 1) SCASD Program Grant Submitted. Every application can be found at: <https://www.regulations.gov/docket/DOT-OST-2020-0231/document> – ORF and RIC submitted applications.
- 2) Design of a targeted commercial air service program is underway. Key metrics will be used to evaluate post-pandemic opportunities, best matched with community demand, to create our target list. Regional buy-in is essential to leverage existing and future community minimum revenue guarantee (MRG) funding. This effort will be blended with our Marketing Strategy.
- 3) Passenger Facility Charge (PFC) Program 6 has been "acknowledged" by the FAA (meaning we can notify the air carriers to begin collecting PFCs for this program). I have scheduled time with our term engineers to begin scoping work which will include the writing bid specifications for a jet bridge, RFQs for architectural services for terminal improvements, and design work for cargo and general aviation ramps.
- 4) On short notice (six days), the FAA conducted our first on-site Part 139 (commercial air service airport certification) Inspection in two years. It was a rigorous inspection. The team was ready. PHF easily retained certification.
- 5) Taxiway "A" (alpha) project meeting was held. Contractor laydown area is filling up. "Construction season" has begun. Project is a hold-over from 2020 and 100% (usually 90%) funded by the FAA due to the April 2020 CARES Act.
- 6) The PAC Chair and executive staff met with members of the Louisville, KY airport, airport authority and Louisville air incentive organization to discuss their experience with commercial air service incentive program use and management.
- 7) A Parking Access and Revenue Control System (PARCS) Request for Proposal (RFP) is posted, and a pre-proposal informational meeting was held.
- 8) An 80-ft section of collapsed/dilapidated 30-inch corrugated metal drainage pipe between Peebles Drive and McManus Blvd has been replaced with 30-inch PVC.
- 9) The third round of Federal COVID-relief funding for airports will mean approximately \$3.1M for PHF. I recommended, and the Finance Committee agreed, that the PAC should pass a resolution (similar to the CARES Act and CRRSAA) authorizing me to 1) apply for and 2) execute, the grant. I will have that resolution ready for Thursday's meeting. Information on the Airport Rescue Grant program: https://www.faa.gov/airports/airport_rescue_grants/

https://www.faa.gov/airports/airport_rescue_grants/ "Airport Rescue Grants – Airports The American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2), signed into law by the President on March 11, 2021, includes \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic. To distribute these funds, the FAA has established the Airport Rescue Grants. www.faa.gov

Mr. Giardino added that there is an Air Service update that was included in the Agenda Packet, Mr. Joseph stated that the PAC had challenged the staff to report on how others go about Air Service. here was a call last week with Louisville Airport Executives. He added that there was no real difference except that they invite Corporate supporters to put in 20% and that they are big on marketing and announcements. Their success included a direct flight being added just before COVID. The group encouraged us to re-invent the RAISE program.

Mr. Giardino stated that this will be Ms. Minor's last meeting. He added that we are grateful for her service of 8 years and particularly the last year where she made great strides to keep us going.

Mr. Joseph asked for a motion to move to Closed Session. Mr., Herbert made a motion and Mr. Coleman seconded the motion.

Mr. Ballou read the Closed Session Resolution:

Be it resolved, that the Commission enter into a Closed Meeting pursuant to the Virginia Freedom of Information Act, Section 2.23711.A5. Discussion concerning 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. Specifically, the closed meeting will discuss prospective Air Service specifics.

Roll call by voice vote. 5-0. **Open session closed at 8:47am.**

Motion to reconvene in Open Session.

The Commission entered into a Closed Meeting at 8:50am and reconvened in an Open Meeting at 9:08am. Upon reconvening it was resolved, that to the best of the Commission's knowledge, only public business matters lawfully exempt from open meeting requirements, and only such public business matters as were identified in the motion by which the Closed Meeting was convened, were discussed, or considered in Closed Meeting.

Roll call by voice vote. 5-0 **Open Session convened at 9:08am.**

Mr. Joseph asked if there were any other business matters that needed to be addressed. There was none. He went around the room for final comments.

- Mr. Coleman appreciates the holistic approach regarding Air Service by including the community. Thank you to the staff.
- Mr. Herbert is disappointed that Ms. Minor will be leaving the PAC but wishes her well and challenged the staff to find someone as good as her for Finance.
- Ms. Scott thanked the staff for the information being provided in advance to keep the Board informed. She thanked Jenifer and Jessica for their efforts.

Mr. Joseph adjourned the meeting at 9:12am.

Resolutions

PENINSULA AIRPORT COMMISSION

RESOLUTION 21-REGARDING AWARD OF BID FOR IFB 4777 AIR SWEEPER

APRIL 22,2021

Whereas the Peninsula Airport Commission (“the Commission”) is a political subdivision of the Commonwealth of Virginia, created pursuant to Chapter 22 of the Acts of Assembly of the Commonwealth of Virginia of 1946, as amended, and owns and operates Newport News - Williamsburg International Airport (“the Airport”);

Whereas the Commission’s existing sweeper has passed its useful life and is beyond repair;

Whereas the Commission is required to keep a FOD free environment on all ramps, taxiways, runways, and parking lots;

Whereas the Commission has solicited sweeper bids through eVA as per the VPPA:

Now , therefore, Be It Resolved, by the Board of Commissioners of the Peninsula Airport Commission that,

1. Executive Director is authorized to award IFB 4777 to the lowest responsive and responsible bidder;
2. This resolution shall take effect immediately

Habersham Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 2021, by and between **THE PENINSULA AIRPORT COMMISSION** (hereinafter collectively referred to as (“PAC”), and the **CITY OF NEWPORT NEWS, VIRGINIA**, a municipal corporation (“CITY”).

WHEREAS, PAC is the owner of certain real property located at 900 Bland Boulevard in the City of Newport News, Virginia; and

WHEREAS, CITY desires to acquire a portion of the property for the Habersham Area Traffic Improvement Project.

NOW, THEREFORE, WITNESSETH:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Agreement to convey, buy and sell. Subject to the terms and conditions of this Agreement, PAC hereby agrees to convey and sell, and CITY agrees to buy, [a portion of] that certain real property which is part of 900 Bland Boulevard (Assessor’s Parcel No. 112.00-01-01), acquired by PAC by Quitclaim Deed of the United States of America, which said property is more accurately described in Exhibit A attached hereto and made a part hereof (hereafter, collectively, the “PAC Parcel”).

2. Purchase price. The purchase price of the PAC Parcel shall be the sum of Fifty Thousand Dollars (\$50,000.00), full purchase price to be paid at settlement, subject to the credits and prorations described herein.

3. Settlement. Settlement shall occur on a mutually acceptable day within ____ (____) days after the date hereof. Settlement shall be held through delivery of documents and funds to the office of the City Attorney, 2400 Washington Avenue, 9th Floor, Newport News, Virginia, 23607. Title to the PAC Parcel shall be conveyed by special warranty deed that includes restrictive covenants and reservation of avigation and clearance easements to ensure that future uses of the PAC Parcel are compatible with operations of the Airport, as set forth in Exhibit B. Notwithstanding anything to the contrary contained herein, (a) if closing is not completed within [one hundred eighty (180) days] of the date of this Agreement, for whatever reason, this Agreement shall terminate, unless otherwise extended by written agreement to the parties, and (b) PAC and the City acknowledge and agree that PAC must obtain, but may not receive, FAA approval to sell the PAC Parcel; PAC shall use reasonable efforts, at no material out of pocket expense to PAC, to request such approval, provided, however, that PAC shall not be in default hereunder if the FAA should not approve the transaction contemplated hereby.

4. Inspections. From and after the date of execution of this Agreement through the date which is [one-hundred twenty (120) days] after the date of this Agreement (the "Inspection Period"), CITY, its agents, employees and assigns shall have the right, at its sole cost and expense, to enter upon the PAC Parcel for the purpose of making surveys, non-invasive engineering studies, soil tests and borings (hereinafter collectively referred to as "Studies"), provided that, and notwithstanding anything to the contrary in this Agreement, the CITY reimburses PAC with respect to any losses or damages incurred by PAC, to the extent permitted by applicable law, resulting directly or indirectly from the gross negligence or willful misconduct of CITY, its agents, employees or assigns, subject to the City's sovereign immunity (the foregoing reimbursement obligation shall survive the termination or expiration of this Agreement). If CITY determines that the condition of the PAC Parcel is unsatisfactory, CITY shall have the option (a)

to terminate this Agreement by written notice to PAC prior to the expiration of the Inspection Period, or (b) to waive such objection and proceed to settlement.

In addition, CITY shall have the right, at any time during the Inspection Period to inform PAC, in writing, as to any title defects or objections regarding the PAC Parcel. PAC shall respond to CITY's notice within ten (10) business days of receipt thereof. In PAC's response, it shall inform CITY whether it is willing or unwilling to cure the title defects and objections raised by CITY. If PAC is willing to cure CITY's title defects and objections it shall promptly undertake to do so and proceed with due diligence to complete the cure as soon as possible. If PAC is unable or unwilling to cure CITY's title defects and objections, then notwithstanding anything herein to the contrary, CITY may, at its option, either (a) terminate this Agreement by notice to PAC, or (b) waive said defects or objections and proceed to Closing with no reduction in the Purchase Price. If CITY elects to terminate this Agreement, the parties hereto shall have no further liabilities or obligations hereunder, except as expressly survive termination of this Agreement. All items of record not objected to by CITY shall be "Permitted Exceptions" with the exception of liens and encumbrances which may be released on or before Closing by the payment by the [CITY] [PAC] of monies to the holders of such liens and encumbrances.

5. Risk of loss. The risk of loss or damage to the PAC Parcel by fire or other casualty (other than loss or damage resulting from making the Studies, which shall be the responsibility of the City), shall remain with PAC until the deed of conveyance is delivered, to the extent permitted by applicable law.

6. Agent and brokers commission. CITY and PAC warrant and represent that they have not engaged the services of, and are not obligated to, a real estate broker or agent for any

commission relating to the sale of the PAC Parcel. This Section 6 shall survive the closing of the transaction or the earlier termination of this Agreement.

7. Settlement costs and documents. PAC will prepare the deed of conveyance for the PAC Parcel, which shall be by special warranty deed containing restrictive covenants and reservation of avigation and clearance easements to ensure that future uses of the PAC Parcel are compatible with operations of the Airport, substantially in the form of Exhibit B attached hereto. PAC will pay any and all grantors taxes, prorated real estate taxes, if any, and will pay its own attorney's fees. CITY will pay its own attorney's fees, the cost of settlement and any other costs of recording the deed of conveyance. CITY will also prepare a settlement statement for the PAC Parcel to be sold and will provide the settlement statement to PAC for its review and approval prior to the settlement date. At closing, the parties shall execute and deliver a mutually acceptable settlement statement. In addition, at or by such closing, PAC shall deliver standard tax documents, evidence of its authority to convey the PAC Parcel, and a duly executed lien affidavit in a form reasonably acceptable to CITY to enable CITY to obtain title insurance coverage against mechanics' and materialmen's liens.

8. Representations and warranties of PAC. PAC represents and warrants to CITY, both as of the date of this Agreement and the closing date (unless otherwise indicated), as to the property to be sold, as follows:

a. Other than the City's prior overtures to condemn the PAC Parcel, which are superseded by this Agreement, there are no pending condemnation proceedings or eminent domain proceedings against the PAC Parcel, and PAC has no knowledge of any threatened condemnation proceedings with respect thereto.

b. To the best of PAC's knowledge, there are no violations of laws, ordinances, rules, or regulations of any governmental authority having jurisdiction over the PAC Parcel, and PAC has received no notices thereof.

c. The signatory executing this Agreement on behalf of PAC has authority to execute this Agreement on PAC's behalf.

d. To PAC's current, actual knowledge as of the date that PAC executes this Agreement, but without undertaking any independent investigation, PAC is in material compliance in all respects with all applicable federal, state and local laws (collectively, "Laws") including, without limitation, those related to toxic hazardous substances and other environmental matters, and no portion of the PAC Parcel is being used or has been used at any previous time for the disposal, storage, treatment, processing or other handling of hazardous or toxic substances. As used in the foregoing sentence, the reference to PAC's "current, actual knowledge" shall mean the actual knowledge of PAC's senior management officials regarding the particular matter referred to as of the date that PAC executes this Agreement and without PAC making or being required to make any independent investigation or inquiry.

e. The execution and delivery of this Agreement and the consummation of the transaction as herein contemplated, in compliance with the terms of this Agreement, shall not conflict with, or result in any breach of any of the terms or provisions of, or constitute default under, any instrument or agreement to which PAC is a party or by which any of the PAC Parcel is or may be bound, or any applicable regulations of any governmental agency, or any judgment, order or decree of any court having jurisdiction over PAC or the PAC Parcel.

f. There are no unrecorded leases, licenses, or agreements, orally or written, now in effect with respect to the PAC Parcel.

g. PAC has fee simple title to the PAC Parcel by virtue of the Quitclaim Deed of the United States of America and will convey same to the City at Closing by special warranty deed as described in this Agreement, subject only to the Permitted Exceptions, as defined above.

h. This Agreement constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

g. There are no unrecorded service, maintenance, utility, employment, or other contracts or agreements affecting the PAC Parcels to be sold, oral or written.

h. Should any of the representations or warranties set forth in paragraphs 8.a. through 8.g. be inaccurate or untrue, as it relates to the PAC Parcel, CITY shall have the option, as its sole and exclusive remedy, of (i) closing subject thereto, or (ii) terminating this Agreement.

9. Representations and warranties of the City. The City represents and warrants to PAC, both as of the date of this Agreement and the closing date (unless otherwise indicated), as to the property to be sold, as follows:

a. The signatory executing this Agreement on behalf of the City has authority to execute this agreement on the City's behalf.

b. The execution and delivery of this Agreement and the consummation of the transaction as herein contemplated, in compliance with the terms of this Agreement, shall not conflict with, or result in any breach of any of the terms or provisions of, or constitute default under, any instrument or agreement to which the City is a party, or any applicable regulations of any governmental agency, or any judgment, order or decree of any court having jurisdiction over the City.

10. Selling party's obligations. The obligations of CITY hereunder are subject to the satisfaction, prior to or at the closing of the covenants, agreements, obligations, and complied with conditions required by this Agreement to be performed or complied with by PAC prior to settlement, and no default hereunder by PAC shall have occurred or be occurring, which conditions, if not met at the time of closing shall entitle CITY, at its election, to (i) extend the closing date until the conditions are met, or (ii) terminate this Agreement.

11. Successors and assigns, applicable law. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be construed under the laws of the Commonwealth of Virginia and any legal action that may arise pertaining to this Agreement shall be brought and maintained in the Circuit Court for the City of Newport News, Virginia. The City may not assign this Agreement without the prior written approval of PAC, in its sole and absolute discretion.

12. Default. If either party breaches this Agreement or defaults on its obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such breach or default, and the defaulting party shall have thirty (30) days to cure such failure (other than failure to timely deliver the Purchase Price, for which the City shall not be entitled to notice and cure period. Upon the expiration of such notice and cure period, if applicable, if the breach or default has not been remedied, the non-defaulting party may, as its sole and exclusive remedy, either (i) waive such breach or default and proceed to closing, (ii) terminate this Agreement by written notice to the defaulting party, or (iii) if the City is the non-defaulting party, pursue an action for specific performance.

13. Captions. The headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of intent of this Agreement, nor any provision herein contained.

14. Survival. Except as otherwise specifically set forth above (in Paragraph 6), the representations and warranties contained in this Agreement shall survive settlement hereunder for a period of three (3) months and the delivery of the deed of conveyance.

15. Notice. All notices required hereunder shall be in writing and shall be deemed made and delivered when mailed by certified mail, return receipt requested, postage pre-paid to the parties at the addresses set forth below:

a. Peninsula Airport Commission
Newport News/Williamsburg International Airport
c/o Executive Director
900 Bland Blvd, Suite G
Newport News VA 23602

b. To City:

City of Newport News, Virginia
c/o City Manager
2400 Washington Avenue, 10th Floor
Newport News, Virginia 23607

with a copy to:

City Attorney

2400 Washington Avenue, 9th Floor
Newport News, Virginia 23607

Either party may at any time change their addresses for notification purposes by giving written notice of such change to the other party at the notice address.

16. Entire agreement. This Agreement constitutes the entire agreement between CITY and PAC and there are no other prior or contemporaneous agreements, oral or written, and this Agreement may not be supplemented, altered, modified, or otherwise amended in any way except in writing, signed by CITY and PAC. This Agreement may be executed in any number of counterparts which, taken together, shall constitute the entire Agreement. Signatures to this Agreement transmitted by .pdf or other electronic means shall constitute originals in all respects.

WITNESS the following signatures and seals:

PENINSULA AIRPORT COMMISSION

By: _____

Its: _____

CITY OF NEWPORT NEWS, VIRGINIA

By:

Cynthia D. Rohlf, City Manager

ATTEST:

Mabel Washington Jenkins, City Clerk

COMMONWEALTH OF VIRGINIA

City of Newport News, to wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that Cynthia D. Rohlf and Mabel Washington Jenkins, whose names appear as City Manager and City Clerk, respectively, of the City of Newport News, are signed to the foregoing Real Estate Purchase Agreement, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____, 2020.

Notary Public

My Commission Expires:

Registration

No.:

APPROVED AS TO FORM:

Joseph M. DuRant, Deputy City Attorney

cmj5978

EXHIBIT A

DESCRIPTION Of the PAC PARCEL

PARCEL 1-

ALL THAT certain right-of-way containing 1,151 sq. ft. or 0.0264 acre, and temporary construction easement containing 2,141 sq. ft. or 0.0491 acre from the Peninsula Airport Commission to the City of Newport News, as shown on that certain plat of survey entitled, "RIGHT OF WAY DEDICATION PLAT: FROM: PENINSULA AIRPORT COMMISSION, TO: CITY OF NEWPORT NEWS, PROJECT: JEFFERSON INTERSECTION IMPROVEMENT", prepared by Michael Surveying & Mapping, dated August 2, 2017, which said plat is attached hereto for a more particular description of said right-of-way and easement.

PARCEL 2-

ALL THAT certain right-of-way containing 2,377 sq. ft. or 0.0545 acre, and temporary construction easement containing 4,273 sq. ft. or 0.980 acre from the Peninsula Airport Commission to the City of Newport News, as shown on that certain plat of survey entitled, "RIGHT OF WAY DEDICATION PLAT: FROM: PENINSULA AIRPORT COMMISSION, TO: CITY OF NEWPORT NEWS, PROJECT: JEFFERSON INTERSECTION IMPROVEMENT", prepared by Michael Surveying & Mapping, dated August 2, 2017, which said plat is attached hereto for a more particular description of said right-of-way and easement.

PARCEL 3-

ALL THAT certain right-of-way containing 78 sq. ft. or 0.0017 acre, and temporary construction easement containing 718 sq. ft. or 0.0164 acre from the Peninsula Airport Commission to the City of Newport News, as shown on that certain plat of survey entitled, "RIGHT OF WAY DEDICATION PLAT: FROM: PENINSULA AIRPORT COMMISSION, TO: CITY OF NEWPORT NEWS, PROJECT: JEFFERSON INTERSECTION IMPROVEMENT", prepared by Michael Surveying & Mapping, dated August 2, 2017, which said plat is attached hereto for a more particular description of said right-of-way and easement.

PARCEL 4-

ALL THAT certain permanent utility and ingress/egress easement containing 268 sq. ft. or 0.0061 acre, and temporary construction easement containing 2,044 sq. ft. or 0.0469 acre from the Peninsula Airport Commission to the City of Newport News, as shown on that certain plat of survey entitled, "RIGHT OF WAY DEDICATION PLAT: FROM: PENINSULA AIRPORT COMMISSION, TO: CITY OF NEWPORT NEWS, PROJECT: JEFFERSON INTERSECTION IMPROVEMENT", prepared by Michael Surveying & Mapping, dated August 2, 2017, which said plat is attached hereto for a more particular description of said right-of-way and easement.

EXHIBIT B

AVIGATION and RELATED CLAUSES

The PAC Parcel shall be conveyed subject to the following conditions, covenants, easements, restrictions and agreements, which shall be appurtenant to and for the benefit of the the Airport, as well as for the public in its use of the Airport, including any additions or expansions thereto, wherever located, and for the benefit of the Grantor and its successors and assigns, together with its guests and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport:

The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

The right of such aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing, or operating in the vicinity of the Airport.

As used herein, the term “aircraft” shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military, or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

[In accepting conveyance of the PAC Parcel, the Grantee agrees to make no modifications to the following “accepted” existing structures lying within the bounds of the easement area of the PAC Parcel:

(Example: 20’ x 25’ utility shed, see attached Exhibit A map)

The Grantee agrees that during the life of this easement, it will not construct, erect, suffer to permit or allow any structure or trees on the surface of the burdened property. The Grantee may not permit any places of public assembly or gatherings within the easement area. (Examples: churches, schools, day care facilities, hospitals, restaurants, stadiums, office buildings, etc.) The Grantors are permitted to continue to grow and harvest crops or graze livestock in the easement area.

The Grantee agrees to keep the easement area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights; residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the easement area.

Grantee, for itself and its successors and assigns, does hereby fully waive, remise, and release any right or cause of action which it or its successors in title may now have or which they may have in the future against Grantor, its successor and assigns, due to such aircraft operations and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport.

The Grantor has a perpetual right of ingress/egress in the easement area and the right to remove any new structure or vegetation that is not specifically mentioned above as “accepted.”

Further, for the consideration as set out above, Grantee does hereby agree to preclude and prevent current and future uses of the land that are incompatible within the current or any future Runway Protection Zone (RPZ) area. These incompatible uses within the RPZ include (a) land use for residences and places of public assembly (churches, schools, hospitals, office buildings, shopping centers, and other uses with a similar concentration of persons), (b) land use that attracts wildlife, and (c) other uses inconsistent with airport operations (such as, but not limited to, smoke generating and fuel storage facilities).

TO HAVE AND TO HOLD such easement and right of way, and all rights appertaining thereto unto the Grantor, its successors, and assigns, until the Airport shall be abandoned and shall cease to be used for public airport purposes. It is understood and agreed that all provisions herein shall run with the land and shall be binding upon the Grantee, its heirs, administrators, executors, successors and assigns until such time that the easement is extinguished.

Air Service Report



NEWPORT NEWS/WILLIAMSBURG INTERNATIONAL AIRPORT

MONTHLY REPORT SUMMARY

March 2021

- We served 9,116 passengers in March
 - Up by 2,341 from February
- Load Factors:
 - 71.6% for American
- Flight Ops (landings & take-offs)
 - 4,322

Passengers:

Jan: 6,929

Feb: 6,775

Mar: 9,116

Total Passengers for the Year: 22,820

| MARCH 2021 | | | | | | | | |
|-------------------|------------------|------------------|------------------|------------------|----------------|------------------|-------------|-------------|
| TOTAL PAX | | | | MKTSHR | MKTSHR | Total | Total | |
| (enpl. + depl.) | Mar-21 | Mar-20 | %CHG | 2021 | 2020 | Seats Avail. | Enpl & Depl | Load Factor |
| Delta | 0 | 6,522 | -100.0% | 0.0% | 38.0% | 0 | 0 | |
| American | 8,958 | 10,656 | -15.9% | 98.3% | 62.0% | 12,510 | 8,958 | 71.6% |
| Charter | 158 | 0 | | 1.7% | 0.0% | | | |
| TOTAL | 9,116 | 17,178 | -46.9% | 100.0% | 100.0% | | | |
| | | | | MKTSHR | MKTSHR | | | |
| YOYPAX | 4/20-3/21 | 4/19-3/20 | %CHG | 2021 | 2020 | | | |
| Delta | 833 | 156,266 | -99.5% | 0.8% | 37.4% | | | |
| American | 99,094 | 259,787 | -61.9% | 97.8% | 62.1% | | | |
| Charter | 1,435 | 2,179 | -34.1% | 1.4% | 0.5% | | | |
| TOTAL | 101,362 | 418,232 | -75.8% | 100.0% | 100.0% | | | |
| | | | | | | | Total Seat | |
| YTDPAX | 2021 YTD | 2020YTD | %CHG | MKTSHR | MKTSHR | Available | | |
| | | | | 2021 | 2010 | YTD | | |
| Delta | 0 | 28,362 | -100.0% | 0.0% | 39.4% | 0 | | |
| American | 22,429 | 43,482 | -48.4% | 98.3% | 60.4% | 33,708 | | |
| Charter | 391 | 107 | 100.0% | 1.7% | 0.1% | | | |
| TOTAL | 22,820 | 71,951 | -68.3% | 100.0% | 100.0% | 33,708 | | |
| | | | 12 Months | 12 Months | | | | |
| FLIGHT | | | To-Date | To-Date | YOY | | | |
| OPS. | Mar-21 | Mar-20 | 2021 | 2020 | %CHANGE | | | |
| GA | 2,107 | 1,971 | 18,552 | 34,390 | -46.1% | | | |
| Air Carrier | 447 | 692 | 5,285 | 11,105 | -52.4% | | | |
| Itinerant Mil | 793 | 795 | 6,548 | 7,531 | -13.1% | | | |
| Local Mil | 975 | 1,648 | 5,972 | 11,814 | -49.4% | | | |
| TOTAL | 4,322 | 5,106 | 36,357 | 64,840 | -43.9% | | | |

