

Peninsula Airport Commission Board of Commissioners Meeting Packet

Jay Joseph, Chair

Michael Giardino, C. M., Executive Director

Thursday, May 27, 2021

8:00a.m.

Microsoft Teams

[Click here to join the meeting](#)



Peninsula Airport Commission Board of Commissioners Meeting Agenda

May 27, 2021

- 1) Call to Order
- 2) Approval of Minutes from April 22, 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
 - a. Closed Session
 - i. Motion to go to Closed Session: 1. I move that the Peninsula Airport Commission convene in closed session to discuss personal matters pursuant to the prospective business exemption at §2.2-3711 (A)(5) of the code of Virginia.
 - ii. Roll Call
 - iii. Motion to reconvene Open Session: 1. I move that the Peninsula Airport Commission reconvenes in open session and the Peninsula Airport Commission certifies that to the best of each members knowledge that only public business matters lawfully exempted from open meeting requirements under §2.2-3712(D) of the code of Virginia and only such business matters were identified in the motion by which closed the meeting was convened were heard, discussed, or considered in the meeting by the Peninsula Airport Commission.

Agenda Cont'd

iv. Roll Call

7) Staff Reports

8) Old Business

9) New Business

10) Adjournment

PAC MINUTES

Peninsula Airport Commission

Meeting Minutes

April 22, 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 April 22, 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

Secretary: Lindsey Smith

Staff members in attendance:

Executive Director, Michael Giardino

Director Marketing & Public Relations, Jenifer Spratley

Finance Manager, Robin Hunter

Business Manager, Christopher Walton

Director Facilities, John Borden

Recorder, Barbara Rumsey

Other Attendees:

Counsel, Eric Ballou

Assistant City Manager Newport News, Ralph Clayton

Mr. Joseph called the meeting to order at 8:00am.

Mr. Joseph asked Counsel to read the law for Electronic meetings. Mr. Ballou read the law for electronic meetings.

Approve minutes: Mr. Joseph asked for any edits in the minutes. There were none. Mr. Coleman made a motion to approve with edits. Mr. Herbert seconded the motion. Voice vote by Roll Call. 6-0. **Minutes Approved.**

Public Comment. 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 March
 - Expenditures continue to be under budget
 - Benefits due to Rental Car vendors
 - Mr. Herbert provided CARES Act Funding Update
 - We have submitted the last reimbursement request for CARES funding
 - 2nd round is CRRSSAA
 - adds relief for concessionaires.
 - 3rd Round will be Airport Relief Program (ARP)

Mr. Herbert and the Finance & Audit Committee recommend Resolution 21-016 Award of bid for IFB 4777 Air Sweeper. Mr. Joseph asked for questions or comments on the motion from Committee. There were none.

Voice vote by Roll Call. 6-0 **Resolution 21-016 approved.**

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

1. The Executive Director is authorized to award IFB 4777 to the lowest responsive and responsible bidder; identified as Atlantic Machinery Inc. in the amount of \$132,560.00.

2) This Resolution shall take effect immediately.

Mr. Herbert asked Mr. Giardino for Budget information and updates. Mr. Giardino shared a presentation regarding the Budget. See Exhibit A. After the presentation Mr. Giardino asked Ms. Spratley to provide a glimpse of the re-branding and marketing strategy.

Ms. Spratley stated that next month there will be a presentation to reveal the overall plan. She did provide a few details that will place us higher on the food chain:

- New logo coming soon
- New tag lines for a unified message
- Branding protocols put in place

Mr. Herbert asked for clarification regarding the budget that the PAC is looking at will be at an operating loss. Mr. Giardino replied yes, we will continue at a loss that is balanced by Federal grants and unrestricted cash.

Mr. Herbert asked for questions. There were none.

Mr. Joseph asked for comments:

Ms. Smith thanked the team for the Budget presentation.

Mr. Coleman stated that he appreciates all the hard work, looking forward to more details as the future is looking bright.

Ms. Scott thanked the team for the presentation and will be looking forward to the details.

Mr. Kelly highlighted the marketing strategy.

Mr. Joseph asked for clarification of enplanements versus pre-pandemic numbers. Mr. Giardino stated that we did not contrast with FY19 enplanements but if I had to provide a comparison, we would be at about 50% of 2019.

Mr. Joseph asked where we have to be to break even. Mr. Giardino replied that we will get that information out as it was included in the SCASD application.

Mr. Herbert thanked the team for the story behind the numbers and reminded the group that our goal is to adopt the budget in the May meeting.

- **Planning & Development Committee report from Mr. Joseph:**

- Commercial Aviation land lease is progressing
- Habersham approval will be moved to the May meeting to include a presentation
- Presented to Greater Peninsula Now as part of our goal to engage the community

Mr. Joseph asked for questions or comments. There were none.

- **Governance Committee report from Ms. Smith:**

- Primary focus is on the PAC expansion
- Met with NN City Manager and it was positive
- Next step is to have NN Counsel, and our Counsel get on the same page on the Bylaws
- Will be reaching out regarding the slate of Officers to be presented in May

Mr. Joseph asked for questions or comments. There were none.

- **Marketing & Public Relations Committee report from Mr. Kelly:**

- New documents were fun and will be seen by entire PAC next month
- New tag lines are coming as well as the logo

Ms. Spratley added that the next step is to market the airport with the new branding campaign.

Mr. Joseph asked for questions or comments. There were none.

Staff Reports:

Mr. Giardino sent out an update to the Commissioners requesting that it be included in the 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) Taxiway "A" (alpha) physical work has started. Project is a hold-over from 2020 and 100% (usually 90%) funded by the FAA due to the April 2020 CARES Act.*
- 2) Issued RFP for Architectural Services for PFC #6 project "Terminal Building Rehabilitation."*
- 3) The PAC Chair and executive staff briefed GP Now on April 19, 2021.*
- 4) Sweeper bids were opened. I recommend the purchase.*
- 5) Staff briefed or updated two airlines.*
- 6) Bomb threat occurred and was handled very well. Many of our emergency-event procedures were exercised.*
- 7) Virtually attended the ACI-NA CEO Conference: Chaired Small Airports Committee, Member of U.S. Policy Council. Ms. Spratley attended the conference in person.*

8) Engaged with Representative Luria's and Representative Scott's staff about airport capital projects.

9) Continued work on strategic marketing plan.

10) Presented FY 2022 Budget to F&A Committee.

11) Extended Parking Access and Revenue Control System (PARCS) RFP deadline.

Mr. Giardino stated that the Bomb threat was handled effectively, and the community response was amazing. He added that the media coverage was not accurate. Our load factor for the month was 71%.

Ms. Spratley provided updates on Marketing and Real Estate:

- Attended CEO Conference in Orlando
 - Attendance was good
 - Social distancing GUIDELINES WERE FOLLOWED
 - Good networking experience
 - Airlines looking to hire 6,000
 - There is a shortage on rental cars across the country due to parts shortages
 - Touchless travel was a big topic
 - The FAA says this is the time to fix terminals
 - Many connections made in the industry

Mr. Joseph asked if there was any consensus on vaccinations required to travel. Ms. Spratley replied there were no conversations on the topic.

Ms. Smith asked if we share the video we made in more places than our website. Mr. Giardino added that we have it playing in the terminal and it is on Social Media. Ms. Smith asked to have the link to send out to her contacts.

Action Item: Send Commissioners the link to video to share with contacts.

Mr. Joseph asked for a motion to move to Closed Session. Mr., Coleman made a motion and Mr. Kelly 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. 6-0. Open session closed at 9:25am.

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. 6-0 Open Session convened at 9:43am.

Mr. Joseph asked if there were any other business matters that needed to be addressed. There was none

Mr. Joseph adjourned the meeting at 9:44am.

Financials

Resolutions

PENINSULA AIRPORT COMMISSION

RESOLUTION 21-017 REGARDING HABARSHAM DRIVE PURCHASE AND SALE AGREEMENT

May 27, 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 the General Assembly of the Commonwealth of Virginia of 1946, as amended, and owns and operates Newport News – Williamsburg International Airport (the “Airport”);

WHEREAS, the City of Newport News, Virginia (the “City”) is undertaking traffic and roadway improvements in the vicinity of Habarsham Drive (the “Traffic Improvements”), adjacent to the Airport and desires to acquire and use a small portion of Airport property (the “Property”) in respect thereof, which improvements will benefit the City and the Commission by providing for more efficient traffic flows for the Airport;

WHEREAS, there has been prepared the form of a purchase and sale agreement between the Commission and the City (the “Purchase and Sale Agreement”) with respect to the sale of the Property, and such Purchase and Sale Agreement has been reviewed by the Real Estate Committee and presented at this meeting; and

WHEREAS, the Commissioners of the Peninsula Airport Commission, after mature deliberation and upon the recommendation of the Real Estate Committee, desire to approve the Purchase and Sale Agreement with the City and its execution and delivery on behalf of the Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PENINSULA AIRPORT COMMISSION THAT:

1. The sale of the Property to the City upon the terms and conditions set forth in the Purchase and Sale Agreement, including any required approvals from the Federal Aviation Administration and the Department of Aviation, is hereby approved. The Purchase and Sale Agreement, in substantially the form submitted to this meeting, is hereby approved with such changes, insertions or omissions as may be acceptable to the Commission and approved by the Chairman or Vice Chairman, either of whom may act, upon advice of counsel to the Commission, which approval shall be evidenced conclusively by the execution and delivery of the Purchase and Sale Agreement. The Chairman and the Vice-Chairman, either of whom may act, are authorized and directed to execute and deliver the Purchase and Sale Agreement on behalf of the Commission .
2. This Resolution shall take effect immediately.

Habersham Purchase Agreement

(provided at April Meeting)

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:

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.

PENINSULA AIRPORT COMMISSION

RESOLUTION 21-018 APPROVING FISCAL YEAR 2022 BUDGET

May 27, 2021

WHEREAS, Staff has submitted to the Board of Commissioners (the “Board”) proposed annual operating and capital budgets (together, the “Budget”) for the Peninsula Airport Commission for the fiscal year beginning July 1, 2021 and ending June 30, 2022, which Budget has been reviewed by the Board;

WHEREAS, it is necessary to adopt the Budget and approve the expenditure of funds to cover the various elements included therein; and

WHEREAS, the Board, in exercising its independent judgment, has considered the Budget and the availability of funds and contemplated expenses as set forth therein, and now desires to approve and adopt the Budget for fiscal year 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PENINSULA AIRPORT COMMISSION THAT:

1. The Budget, consisting of the fiscal year 2022 annual operating and capital budgets of the Peninsula Airport Commission for the funds and divisions described therein, be, and is hereby, approved and adopted as proposed on this date, subject to and contingent upon the availability of funds as indicated therein, such Budget to be in effect beginning July 1, 2021.
2. Staff of the Commission is hereby directed and authorized to do all things necessary or desirable to implement the Budget and the undertakings, projects and matters therein authorized.
3. This resolution shall be in effect on and after its adoption.

PENINSULA AIRPORT COMMISSION

AMENDED AND RESTATED RESOLUTION 21-010A REGARDING COMMERCIAL HANGAR GROUND LEASE

May 27, 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 the General Assembly of the Commonwealth of Virginia of 1946, as amended, and owns and operates Newport News – Williamsburg International Airport (the “Airport”);

WHEREAS, the Commission is vested with the authority to make provisions for the needs of aviation, commerce, shipping, and travel in, to and around the Airport to promote and develop the Airport, and in the exercise of such power, to enter into leases of Airport property;

WHEREAS, the Commission desires to enter into a lease with Aerodrome Properties, LLC, as tenant (“Tenant”) and an affiliate of Aery Aviation, LLC (“Aery”), a Virginia limited liability company, for a portion of the Airport to be used for the construction and operation of a commercial aircraft hangar for the repair, maintenance or modification of aircraft owned or controlled by Aery, Tenant or a permitted subtenant under the lease;

WHEREAS, there has been prepared by Commission Staff the form of a deed and agreement of lease between the Commission and Tenant (the “Lease Agreement”), and such Lease Agreement has been reviewed by counsel and the Planning & Development Committee and presented at this meeting; and

WHEREAS, the Commissioners of the Peninsula Airport Commission, after mature deliberation and upon the recommendation of the Planning & Development Committee, desire to approve the Lease Agreement and its execution and delivery on behalf of the Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PENINSULA AIRPORT COMMISSION THAT:

1. The lease of the hangar site to the Tenant upon the terms and conditions set forth in the Lease Agreement is hereby approved. The Lease Agreement, in substantially the form submitted to this meeting, is hereby approved with such changes, insertions or omissions as may be acceptable to the Commission and approved by the Chairman or Vice Chairman, either of whom may act, upon advice of counsel to the Commission, which approval shall be evidenced conclusively by the execution and delivery of the Lease Agreement. An operating fee may be set forth in the Lease Agreement or in a separate operating agreement. The Chairman and the Vice-Chairman, either of whom may act, are authorized and directed to execute the Lease Agreement on behalf of the Commission. The Lease Agreement shall be delivered at such time as the Executive Director and counsel are reasonably satisfied that Tenant has obtained financing for the hangar.

2. As the undertaking of the commercial hangar project is likely to result in the destruction of certain wetlands, the acquisition of mitigation credits in order to mitigate same is hereby authorized, provided the net cost to the Commission of any such mitigation credits shall not exceed \$22,500.00.
3. This Resolution amends and restates the Commission's previous resolution dated December 3, 2020 concerning the foregoing matters and shall take effect immediately.

Air Service Report



Monthly Air Service Report Summary April 2021

- We served 12,840 passengers in Apr. 2021
 - up by 3,724 from Mar. 2021
- Load factors:
 - 79.5%
- Ops (landings & take offs)
 - 4,545

Passengers(PAX):

Jan: 6,929

Feb: 6,775

Mar: 9,116

Apr: 12,840

Total: 35,660 PAX

PENINSULA AIRPORT COMMISSION
Committee Meetings Packet

May 24, 2021

Starting at 3pm

Links:

F&A, P&D, Governance:

[Click here to join the meeting](#)

M&PR:

[Click here to join the meeting](#)



AGENDA

FINANCE & AUDIT COMMITTEE

Time: 3:00 p.m.

- 1) Call to Order
- 2) New Business
 - a) April Financials
 - b) Budget
- 3) Old Business
- 4) Adjourn

AGENDA

PLANNING & DEVELOPMENT COMMITTEE

Time: Directly following Finance & Audit Committee.

- 1) Call to Order
- 2) New Business
- 3) Old Business
 - a) Habersham Presentation
 - b) Waterworks Update
 - c) Corporate Hangar Lease Update
- 4) Adjourn

AGENDA

GOVERNANCE COMMITTEE

Time: Directly following Planning & Development Committee

- 1) Call to Order
- 2) New Business
 - a) Annual Meeting
- 3) Old Business
 - a) PAC Expansion Update
- 4) Adjourn

AGENDA

MARKETING & PUBLIC RELATIONS COMMITTEE

Time: 4:30 p.m.

- 1) Call to Order
- 2) New Business
- 3) Old Business
 - a) Strategic Growth Plan Presentation
- 4) Adjourn