

Peninsula Airport Commission Board of Commissioners Meeting Packet

Jay Joseph, Chair

Michael Giardino, C. M., Executive Director

Thursday, September 30, 2021

8:00a.m.

Banquet Room

900 Bland Blvd

Newport News, VA 23602

Agendas

Newport News Williamsburg Airport

PENINSULA AIRPORT COMMISSION

AGENDA

Date: September 30, 2021

8am

Location: Banquet Room.

- 1) Call to Order
- 2) Approval of Minutes from Commission Meeting held August 26, 2021
- 3) Approval of Minutes from Special Commission meeting held September 2, 2021
- 4) Read Instructions for Public Comment
- 5) Public Comment
- 6) Employee Awards Presentation
- 7) Committee Reports
 - a) Finance & Audit Committee
 - b) Planning & Development Committee
 - c) Governance Committee
 - d) Marketing & Public Relations Committee
- 8) Staff Reports
- 9) Old Business
- 10) New Business
- 11) Adjournment

Newport News Williamsburg Airport

PENINSULA AIRPORT COMMISSION

AGENDA

FINANCE & AUDIT COMMITTEE

Date: September 27, 2021

3:00 p.m.

- 1) Call to Order
- 2) New Business
- 3) Old Business
- 4) Adjourn

Newport News Williamsburg Airport

PENINSULA AIRPORT COMMISSION

AGENDA

PLANNING & DEVELOPMENT COMMITTEE

Date: September 27, 2021

Directly after Finance & Audit Committee Meeting

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

Newport News Williamsburg Airport

PENINSULA AIRPORT COMMISSION

AGENDA

GOVERNANCE COMMITTEE

Date: September 27, 2021

Directly following Planning and Development Committee

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

Newport News Williamsburg Airport

PENINSULA AIRPORT COMMISSION

AGENDA

MARKETING & PUBLIC RELATIONS COMMITTEE

Date: September 27, 2021

4:30 p.m.

- 1) Call to Order
- 2) New Business
- 3) Old Business
- 4) Adjourn

MINUTES

Peninsula Airport Commission

August Meeting Minutes

August 26, 2021

Commissioners in attendance:

Chair: Jay Joseph

Vice Chair: Rob Coleman

Treasurer: Thomas Herbert

Secretary: Lindsey Smith

Assistant Secretary: Brian Kelly

Assistant Treasurer: Sharon Scott

Commissioners absent: none

Staff members in attendance:

Executive Director, Michael Giardino

Business Manager, Christopher Walton

Operations Manager, Shaun Kelly

Recorder, Barbara Rumsey

Other Attendees:

Counsel, Eric Ballou

Assistant City Manager Newport News, Ralph Clayton

Public Attendees:

David Hause

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

Approve minutes: Mr. Joseph asked if there were any edits to the minutes presented in the packet. There were none. Mr. Coleman made a motion to approve with edits. Mr. Kelly seconded the motion. Voice vote by Roll Call. 5-0. **Minutes Approved.**

Public Comment. Mr. Joseph asked if there were any sign-ups for public comment. Ms. Rumsey replied, Yes Mr. David Hause from Kiln Creek Homeowners Association. Mr. Ballou read the instructions for public comment as per Virginia law. Mr. Hause read his comment. Exhibit A.

Committee reports:

- Finance & Audit Committee report from Mr. Herbert
 - Mr. Herbert stated that there was no official meeting due to lack of a quorum.

- July was the 1st month where enplanements went up and expenditures went down.
- The month ended at \$206K ahead of budget
- Year to date revenue is 10% higher than last year

Commissioner Scott arrived at 8:05am.

- Submitted reimbursement for over \$1 million dollars for CRSSA
- Mr. Joseph asked about accounting staff turnover.
- Mr. Herbert stated that there has been improvement
- Mr. Giardino added that we actually had a loss of \$17K instead of \$48K which is 50% of 2019 numbers
- Mr. Joseph asked if the Air Service Report could show the numbers from 2019.
- Mr. Herbert asked for questions. There were none.
- Planning & Development Committee Report by Mr. Joseph
 - Mr. Joseph stated that the Committee did not meet due to lack of a quorum.
 - Executive Directors report Exhibit B
 - TSA Lease Resolution 22-001
 - Mr. Giardino stated that we were going to enter into a new lease just before COVID and since, GSA has requested an extension of the current lease
 - Mr. Joseph asked how long of an extension
 - Mr. Giardino replied 2 years
 - Mr. Joseph asked how the lease changed
 - Mr. Walton replied there are no changes as it is an extension of the current terms, there is an Addendum to come with reduced space
 - Ms. Smith asked if the 2-year term was actually 1-year with a 1-year option. Mr. Walton confirmed.
 - Mr. Ballou stated that we would need a motion if there were no more questions
 - Ms. Smith made the motion; Mr. Kelly seconded the motion.
 - Voice vote by roll call. 6-0. Minutes Approved.
- Governance Committee Report from Ms. Smith
 - Ms. Smith stated that the Committee did not meet but there will be an update at the next meeting.
- Marketing & Public Relations Committee Report by Mr. Kelly
 - Mr. Kelly stated that the Committee did not meet however, I was able to go on a tour of the FAI Traffic Control Tower. traffic away from residential areas in his experience. Ms. Scott added that this is not a new issue and is glad to see that it is being addressed.

Staff Reports:

- Executive Director

- Mr. Giardino introduced Shaun Kelly, Operations Manager to provide a brief on Noise.
 - Mr. S. Kelly provided a presentation on Noise. Exhibit C
 - Ms. Scott asked if we have worked with ATAC for military air traffic between 9pm and 7am
 - Mr. S. Kelly stated that military air traffic is dictated by the military
 - Mr. Giardino stated that we have written to the Naval Air Command and have received no response. He added that we will continue to dialogue with Air Command and residents.
 - Mr. Kelly stated that helicopters are scary and slow moving at about 100 knots.
 - Mr. Coleman asked when Runway 2/20 will open back up.
 - Mr. S. Kelly replied end of September or early October
 - Mr. Coleman asked once it opens, how does the FAA determine with runway to use
 - Mr. Giardino replied by looking at the winds and a rotation
 - Mr. Giardino stated that the Noise Map will be sent out via email
- Mr. Joseph stated that the PAC will meet at the airport starting next month even though the mask mandate has been extended to January 2022.
 - Mr. Walton provided a Marketing update. Video Clip Exhibit D
 - The new website will launch September 16th
 - Ms. Scott recommends that for social media comment replies, we put more than we are working on it but add a tidbit regarding pricing versus Norfolk and Richmond
 - Mr. Giardino added that the airlines use Dynamic pricing
 - Mr. Giardino added that we won the SCASD grant proposed with a United route.
 - We are one of 22 grant recipients out of 78 applications
 - Mr. Coleman asked about the SCASD governance structure
 - Mr. Giardino added the governing municipalities plus 3 we would like to add including Poquoson, Newport News EDA is the fiscal representative
 - Mr. Joseph asked how our Commission is involved.
 - Mr. Giardino replied that we have an agreement.
 - Mr. Coleman asked how much the PAC is involved
 - Mr. Giardino replied more than Frontier
 - Mr. Joseph asked if the Commission will take action
 - Yes, to accept the contract grant agreement
 - Mr. Giardino added that we have 85% load factors
 - Employee parking email due to relaxed parking protocols during COVID now has been rescinded so that employees will not be able to park in paid spaces.
 - Staff is doing well, we are not tracking COVID vaccinations but do encourage the vaccine
 - Talent Recruitment

- OPS has a return from Norfolk, Bill LaManque
 - We do have a few vacancies
 - John Borden was named Deputy Director
- RFP for legal services is on the street
- Capital
 - PARCS is paused due to redesign of traffic flow
 - PFC projects
 - Popli Design Group came down with a drone
 - Destructive testing to come to find source of leaks
 - Need a Master Plan Update 100 % funded with Infrastructure grants
- Events
 - 253 enrolled in a TSA Pre-check event July 12-16
 - August 11 Staff lunch and birthday celebration as well as SCASD
 - Aug 16 VPCC Meet & Greet
 - Aug 17-20 VAB Conference
 - LEAD Peninsula Airport Tour for their Transportation day on September 1
 - Sept 3 Newport News Rotary Club Presentation
 - Sept 11 NNPD Memorial for 9/11
 - Sept 14 Airport Event
 - Oct 8 State of Region Address at the airport
- Mr. Joseph asked Ms. Scott to provide a report on the VAB Conference she attended
 - Ms. Scott stated that the conference did not offer much fruit but there were lots of COVID conversations
 - Conversations were good with other airports
- Mr. Joseph added that PHF is the only airport that does not flow traffic away from the terminal for parking
- Mr. Joseph mentioned that the Executive Director has taken our concerns to heart about community outreach.

Mr. Ballou read Virginia law regarding Closed meetings from Section 2.23711 A5 & A3.

Mr. Herbert moved the motion of a closed meeting and Mr. Kelly seconded the motion. The Pac went into closed session at 9:14am.

Mr. Balou read Virginia law regarding open session reconvening.

Mr. Herbert made the motion and Ms. Scott seconded the motion.

The Pac reconvened in open session at 9:31am.

Mr. Joseph asked if there was anything for the good of the order. There was none. He then adjourned the meeting at 9:31am.

Exhibit A

Public Comment by David Hause to the PAC on August 26, 2021

My name is Dave Hause and I am a long-time resident and home owner in Kiln Creek. I would like to thank the commission and the Airport Director for their interest in the issue I spoke about at the July 1st PAC meeting. I also want to thank the Airport Director for meeting with myself and another Kiln Creek home owner, Jim Ogden, after that meeting to discuss our issue in detail. He has indicated that if he can help, he will, to minimize the helicopter training flights that occur multiple times over the same sections of Kiln Creek, which disrupt the residents lives. Other airport operations are not the problem.

I look forward to hearing the briefing to the PAC today on this issue.

Thank you.

DJH

and a member of the KC BOD.

Peninsula Airport Commission

Special Meeting Minutes

September 2, 2021

Commissioners in attendance:

Chair: Jay Joseph

Vice Chair: Rob Coleman

Treasurer: Thomas Herbert

Secretary: Lindsey Smith

Assistant Secretary: Brian Kelly

Assistant Treasurer: Sharon Scott

Commissioners absent: none

Staff members in attendance:

Executive Director, Michael Giardino

Recorder, Barbara Rumsey

Public Attendees:

none

Mr. Joseph called the meeting to order at 4:00pm.

Resolution 22-002. Mr. Giardino introduced Resolution 22-002 to accept a state marketing grant which requires authorization to execute the agreement with the Department of Aviation. He recommends approval. Mr. Joseph asked if there were any questions. Mr. Kelly asked if the items were specified. Ms. Rumsey stated that the items were identified in the application. Mr. Giardino added that the items can also be modified with DOAV approval. Mr. Herbert made a motion; Mr. Coleman seconded the motion. Voice vote by roll call. 6-0. **Approved.**

Resolution 22-003. Mr. Giardino stated that the US Department of Transportation wants this agreement back by September 10 which is why this meeting was needed. The application and is in the packet for today's meeting and the agreement is based on the application which is also in the packet. Exhibit A. Mr. Coleman asked about the in-kind and how many flights were used. Mr. Giardino replied 2 flights per day. Ms. Smith asked about the minimum in-kind and Mr. Giardino clarified 2 flights per day with an in-kind contribution of \$404K. Mr. Giardino shared the grant process with the group:

- Review Grant Language
- Special Meeting

- Accept/Approve
- Print 2 copies, execute by Sept. 10.
- Review Airline Operating, Space Permit and Air Service Agreements
 - Air Incentive Agreements
- Forward drafts to United
- Draft SCASD/MRG Agreement with NNEDA
 - Draft Resolutions to be presented at September Meeting of the PAC
- Pass Resolutions at October Meeting

Mr. Joseph asked for questions. Mr. Herbert asked if this is exclusive to Dulles. Mr. Giardino replied yes, but United can make changes. Mr. Joseph asked what happens if we do not spend the full amount of the grant. Mr. Giardino replied that the funds will be exhausted or the grant will expire. Mr. Giardino stated that we would have to re-apply for new routes. Ms. Smith stated that there is specific language in the agreement. Mr. Coleman asked if we do not get an agreement with United to Dulles, what happens. Mr. Giardino replied that he would find out. Ms. Scott asked if there is no other airline, could American be expanded. Ms. Smith replied that the grant states that it is possible with DOT approval. Mr. Kelly added that this grant is for seed money and after a couple of years, they will see the potential. Mr. Giardino added that United believes in us. Mr. Coleman stated that he would be more concerned if it were an ultra-low-cost carrier. Ms. Smith asked Mr. Giardino to speak about the staff that will be handling the grant requirements. Mr. Giardino replied that our consultants are here to help, Ms. Rumsey is already doing Federal grant reimbursements and Mr. Adams is here in Finance as well and we have other staff members that are ready to engage if needed. Ms. Smith asked for an updated organizational chart. Ms. Smith asked about the agreement that was shared at the last meeting. Mr. Giardino replied that was the United agreement. Mr. Joseph asked if we currently have all of the needed agreements. Mr. Giardino replied all except the MRG agreement which he is working on. Mr. Joseph asked if Mr. Giardino will be working with the NNEDA on this. Mr. Giardino replied yes, we are working with them. Mr. Joseph stated that this is different than other grants because the Airport takes the lead and seeks reimbursement. Mr. Coleman asked if there is already a pending order for reimbursement. Mr. Giardino replied, no it is a direct proportion to overall waive fees and rent where ½ goes to the Feds and the EDA. Mr. Herbert made a motion; Mr. Coleman seconded the motion. Voice vote by roll call. 6-0. **Approved.**

Mr. Joseph adjourned the meeting at 4:30pm.

PENINSULA AIRPORT COMMISSION

RESOLUTION 22-002 ACCEPTING COMMONWEALTH OF VIRGINIA GRANT FOR AVIATION PROMOTION (GRANT NO. PR0035-05)

September 2, 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 authorized to receive certain grants from the Commonwealth of Virginia and has received grant offer No. PR0035-05 from the Virginia Department of Aviation (the “VDOA”) in the amount of \$35,000 for the promotion of aviation at the Airport (the “DOAV Grant”); and

WHEREAS, the Commission desires to approve and accept the DOAV Grant and authorize the Executive Director of the Commission to execute the associated grant agreement;

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

1. The prior application for the DOAV Grant and all actions taken in connection therewith are hereby ratified, authorized and approved.
2. The Commission hereby accepts and approves the DOAV Grant and affirms to the DOAV the Commission’s intent to comply with all of the assurances set forth in the DOAV Grant (and the associated grant agreement) and related laws and regulations with respect thereto. The Executive Director is authorized and directed to execute and deliver the DOAV Grant and associated grant agreement with the DOAV, and to take all actions necessary in order to accept and apply the DOAV Grant to fulfill its purposes and the purposes of this Resolution.
3. This Resolution shall take effect immediately.

PENINSULA AIRPORT COMMISSION

RESOLUTION 22-003 APPROVING AND ACCEPTING U.S. DEPARTMENT OF TRANSPORTATION GRANT FOR SMALL COMMUNITY AIR SERVICE DEVELOPMENT TO RECRUIT, INITIATE, AND SUPPORT NEW AIR SERVICE (GRANT NO. _____)

September 2, 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 authorized to receive certain grants from the United States of America and has previously submitted to the United States Department of Transportation an application under the Small Community Air Service Development Program for a grant of federal funds to provide a minimum revenue guarantee and associated marketing program to recruit, initiate and support new non-stop service to Washington Dulles International Airport from the Airport;

WHEREAS, the United States Department of Transportation has presented to the Commission a grant award for a grant of up to \$847,646 (the “SCASDP Grant”) and associated grant agreement (“Grant Agreement”) for the SCASDP Grant, a copy of which is attached hereto and by this reference made a part hereof,

WHEREAS, the Commission desires to approve and accept the SCASDP Grant and authorize the Executive Director of the Commission to execute the Grant Agreement for and on behalf of the Commission;

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

1. The prior application for the SCASDP Grant and all actions taken in connection therewith are hereby ratified, authorized and approved.
2. The Commission hereby accepts and approves the SCASDP Grant and affirms to the U.S. Department of Transportation the Commission’s intent to comply with all of the assurances set forth in the SCASDP Grant agreement and related laws and regulations with respect thereto. The Executive Director is authorized and directed to execute and deliver the Grant Agreement with the U.S. Department of Transportation, and to take all actions necessary in order to accept and apply the SCASDP Grant to fulfill its purposes and the purposes of this Resolution.
3. This Resolution shall take effect immediately.

FINANCIALS

PENINSULA AIRPORT COMMISSION
BALANCE SHEET AS OF THE DATE INDICATED

	August 31, 2021	July 31, 2021	Change
Current Assets:			
Cash	12,373,059	11,112,101	1,260,957
PFC Funds	2,864,495	2,825,372	39,123
Net Accounts Receivable	92,598	145,618	(53,020)
Advance/Prepays/Inventory	240,494	240,494	-
Note INT FND	643	643	-
Deferred Outflows	668,585	668,585	-
Total Current Assets	16,239,874	14,992,813	1,247,061
Net Fixed Assets	86,006,810	85,590,088	416,721
Other Assets - Net Unamortized Bond Costs	-	-	-
Total Assets	102,246,684	100,582,901	1,663,782
Current Liabilities:			
Accounts Payable	1,112,501	767,606	344,895
Accrued Payroll & Benefits	460,302	459,541	762
Employee FSA Reimbursement	28,529	28,529	-
Payroll Taxes	-	-	-
Food & Beverage Tax	3,279	3,740	(462)
Rent & Other Deposits	28,537	28,537	-
Deferred Income	34,718	8,132	26,586
Total current liabilities	1,667,866	1,296,085	371,781
Long-Term Liabilities:			
VRA Bonds Payable (\$2.5MM)	805,110	815,901	(10,791)
AIP Bond Payable-Towne Bank (\$7MM)	3,809,032	3,833,139	(24,108)
AIP Bond Payable-Towne Bank (\$3MM)	1,726,806	1,737,953	(11,147)
OPEB Liability	5,837,984	5,837,984	-
Pension Asset/Liability (GASB 68)	(12,435)	(12,435)	-
Group Life Insurance OPEB Liability (GASB 74)	203,246	203,246	-
Total Long-Term Liabilities	12,369,743	12,415,788	(46,046)
Other Liabilities - Deferred Income/Outflows	1,825,705	1,825,705	-
Total Liabilities	15,863,314	15,537,578	325,736
Capital:			
Capital Contributions	12,924,235	11,549,745	1,374,490
Passenger Facility Charges	2,864,495	2,825,372	39,123
Retained Earnings	70,687,420	70,687,420	-
YTD Earnings-Current Year	(92,780)	(17,214)	(75,567)
Total Capital	86,383,370	85,045,323	1,338,047
Total Liabilities and Capital	102,246,684	100,582,901	1,663,782

PENINSULA AIRPORT COMMISSION
BALANCE SHEET AS OF THE DATE INDICATED

	August 31, 2021	July 31, 2021	Change
Restricted Cash:			
PFC Funds	2,864,495	2,825,372	39,123
Capital (State Entitlements)	3,646,423	2,271,678	1,374,745
Capital (Recovery)	41,298	41,298	-
Money Market (State Entitlements)	6,069,314	6,066,655	2,659
Trailer Park Security Deposits	24,946	24,547	399
Equitable Share	-	-	-
Investments	-	-	-
Total Restricted Cash	12,646,476	11,229,550	1,416,926
Unrestricted Cash:			
Operating Cash	2,265,476	2,382,600	(117,124)
Capital (Unrestricted)	369	232	138
Money Market (Unrestricted)	319,438	319,298	140
Payroll & Other	5,794	5,794	-
Total Unrestricted Cash	2,591,078	2,707,923	(116,846)
Grand Total Cash	15,237,554	13,937,473	1,300,080
CRRSA Act Grant Funds:	1,951,883	1,951,883	
Total Reimbursed	-	-	
Pending Reimbursement	-	-	
Funds Remaining	1,951,883	1,951,883	

PENINSULA AIRPORT COMMISSION
AUGUST 2021
OPERATING INCOME SUMMARY (BEFORE DEBT SERVICE)

DESCRIPTION	ACTUAL	AUGUST 2021 BUDGET	VARIANCE		AUGUST 2020 ACTUAL		ACTUAL	FY 2022 YEAR-TO-DATE BUDGET	VARIANCE		FY 2021 YTD ACTUAL		FY 2022 BUDGET
TOTAL REVENUE	536,109	506,280	29,829	5.9%	422,011	27.0%	1,117,044	1,030,759	86,285	8.4%	952,832	17.2%	5,950,946
TOTAL EXPENDITURES	591,830	639,144	(47,314)	-7.4%	494,663	19.6%	1,170,020	1,367,625	(197,605)	-14.4%	935,489	25.1%	7,875,496
NET COMBINED	(55,721)	(132,864)	77,143	-58.1%	(72,652)	-23.3%	(52,976)	(336,866)	283,890	-84.3%	17,343	-405.5%	(1,924,550)

DESCRIPTION	ACTUAL	AUGUST 2021 BUDGET	VARIANCE		AUGUST 2020 ACTUAL		ACTUAL	FY 2022 YEAR-TO-DATE BUDGET	VARIANCE		FY 2021 YTD ACTUAL		FY 2022 BUDGET
REVENUE-AIRFIELD	125,119	147,177	(22,058)	-15.0%	117,479	6.5%	264,053	293,862	(29,809)	-10.1%	233,353	13.2%	1,711,816
EXPENDITURES-AIRFIELD	86,957	79,906	7,051	8.8%	54,751	58.8%	159,296	164,488	(5,192)	-3.2%	111,920	42.3%	963,548
NET-AIRFIELD	38,161	67,271	(29,110)	-43.3%	62,728	-39.2%	104,757	129,374	(24,617)	-19.0%	121,433	-13.7%	748,268
REVENUE-TERMINAL	57,208	21,753	35,455	163.0%	(23,275)	-345.8%	15,170	(53,983)	69,154	-128.1%	(146,632)	-110.3%	369,738
EXPENDITURES-TERMINAL	142,244	160,626	(18,382)	-11.4%	133,277	6.7%	276,107	321,252	(45,145)	-14.1%	255,237	8.2%	1,927,512
NET-TERMINAL	(85,035)	(138,873)	53,837	-38.8%	(156,552)	-45.7%	(260,937)	(375,235)	114,298	-30.5%	(401,869)	-35.1%	(1,557,774)
REVENUE-LANDSIDE	250,879	208,323	42,556	20.4%	180,924	38.7%	513,054	415,028	98,026	23.6%	361,650	41.9%	2,370,386
EXPENDITURES-LANDSIDE	53,499	54,499	(1,000)	-1.8%	36,629	46.1%	102,181	108,998	(6,817)	-6.3%	73,779	38.5%	653,988
NET-LANDSIDE	197,380	153,824	43,556	28.3%	144,295	36.8%	410,873	306,030	104,843	34.3%	287,871	42.7%	1,716,398
REVENUE-PROPERTY RENTS	32,035	26,857	5,178	19.3%	31,368	2.1%	84,728	74,340	10,388	14.0%	61,423	37.9%	337,043
EXPENDITURES-OTHER RENTS	23,657	31,197	(7,541)	-24.2%	34,155	-30.7%	48,664	62,394	(13,730)	-22.0%	56,532	-13.9%	374,364
NET-PROPERTY RENTS	8,379	(4,340)	12,719	-293.1%	(2,787)	-400.6%	36,063	11,946	24,117	201.9%	4,891	637.4%	(37,321)
REVENUE-TRAILER PARK	40,068	43,405	(3,337)	-7.7%	38,759	3.4%	80,970	86,810	(5,840)	-6.7%	88,609	-8.6%	520,860
EXPENDITURES-TRAILER PARK	37,815	31,466	6,349	20.2%	34,752	8.8%	63,782	62,932	850	1.4%	55,989	13.9%	377,592
NET-TRAILER PARK	2,253	11,939	(9,686)	-81.1%	4,007	-43.8%	17,187	23,878	(6,691)	-28.0%	32,621	-47.3%	143,268
REVENUE-ADMINISTRATIVE	233	317	(84)	-26.6%	2,082	-88.8%	451	634	(183)	-28.8%	96,905	-99.5%	73,804
EXPENDITURES-ADMINISTRATIVE	192,530	226,334	(33,804)	-14.9%	158,951	21.1%	418,226	537,631	(119,405)	-22.2%	301,353	38.8%	2,941,232
NET-ADMINISTRATIVE	(192,297)	(226,017)	33,720	-14.9%	(156,870)	22.6%	(417,775)	(536,997)	119,222	-22.2%	(204,449)	104.3%	(2,867,428)
REVENUE-MAINTENANCE	-	-	-	0.0%	-	0.0%	-	-	-	0.0%	-	0.0%	-
EXPENDITURES-MAINTENANCE	26,216	26,669	(453)	-1.7%	19,767	32.6%	48,925	53,338	(4,413)	-8.3%	37,419	30.7%	320,028
NET-MAINTENANCE	(26,216)	(26,669)	453	-1.7%	(19,767)	32.6%	(48,925)	(53,338)	4,413	-8.3%	(37,419)	30.7%	(320,028)
REVENUE-PHFLIGHT CONSESSIONS	30,568	58,448	(27,880)	-47.7%	74,675	-59.1%	158,618	214,068	(55,450)	-25.9%	257,524	-38.4%	567,299
EXPENDITURES-PHFLIGHT CONSESSIONS	28,913	28,447	466	1.6%	22,383	29.2%	52,838	56,592	(3,754)	-6.6%	43,259	22.1%	317,232
NET-PHGLIGHT CONSESSIONS	1,655	30,001	(28,346)	-94.5%	52,292	-96.8%	105,780	157,476	(51,696)	-32.8%	214,265	-50.6%	250,067

AIR SERVICE REPORT

**NEWPORT NEWS WILLIAMSBURG INTERNATIONAL AIRPORT
MONTHLY ACTIVITY REPORT**

August 2021

TOTAL PAX (enpl. + depl.)	Aug-21	Aug-20	Aug-19	% CHG 2020 - 2021	% CHG 2019 - 2020	MKT SHR 2021	MKT SHR 2020	MKT SHR 2019
American	18,369	9,589	26,401	91.6%	-63.7%	98.9%	98.7%	100.0%
Charter	213	128	0	66.4%		1.1%	1.3%	0.0%
TOTAL	18,582	9,717	26,401	91.2%	-63.2%	100.0%	100.0%	100.0%
YOY PAX	9/20-8/21	9/19-8/20	9/18-8/19	% CHG 2020 - 2021	% CHG 2019 - 2020	MKT SHR 2021	MKT SHR 2020	MKT SHR 2019
Delta	0	96,810	161,561	-100.0%	-40.1%	0.0%	33.9%	38.9%
American	146,246	186,883	251,795	-21.7%	-25.8%	98.8%	65.4%	60.6%
Charter	1,776	2,079	1,985	-14.6%	4.7%	1.2%	0.7%	0.5%
TOTAL	148,022	285,772	415,341	-48.2%	-31.2%	100.0%	100.0%	100.0%
YTD PAX	2021 YTD	2020 YTD	2019 YTD	% CHG 2020 - 2021	% CHG 2019 - 2020	MKT SHR 2021	MKT SHR 2020	MKT SHR 2019
Delta	0	45,392	112,715	-100.0%	-59.7%	0.0%	32.0%	39.3%
American	106,570	95,902	173,766	11.1%	-44.8%	98.8%	67.6%	60.5%
Charter	1,291	666	520	93.8%	28.1%	1.2%	0.5%	0.2%
TOTAL	107,861	141,960	287,001	-24.0%	-50.5%	100.0%	100.0%	100.0%
FLIGHT OPS	Aug-21	Aug-20	Aug-19	12 Months To-Date 2021	12 Months To-Date 2020	12 Months To-Date 2019	YOY % CHANGE 2020-2021	YOY % CHANGE 2019-2020
GA	3,128	1,675	3,347	27,335	25,925	32,669	5.4%	-20.6%
Air Carrier	696	499	962	6,315	8,365	11,064	-24.5%	-24.4%
Itinerant Mil	561	475	575	7,177	6,857	7,973	4.7%	-14.0%
Local Mil	409	264	474	6,332	8,680	11,302	-27.1%	-23.2%
TOTAL	4,794	2,913	5,358	47,159	49,827	63,008	-5.4%	-20.9%

Total Seats Avail.	Total Enpl & Depl	Load Factor
22,106	18,369	83.1%

Total Seat
Available
YTD

0

132,645

132,645

RESOLUTION(S)

PENINSULA AIRPORT COMMISSION

**RESOLUTION 22-004 AUTHORIZING TELECOMMUNICATIONS
EASEMENT
WITH COX COMMUNICATIONS HAMPTON ROADS, LLC**

September 30, 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 (the “Enabling Act”), and owns and operates Newport News – Williamsburg International Airport (the “Airport”);

WHEREAS, the Commission desires to provide for a deed of easement with Cox Communications Hampton Roads, LLC (“Cox Communications”), a Delaware limited liability company, for certain telecommunications easements to serve the aviation facilities in the vicinity of 2406 G Avenue, and as depicted on the attached Exhibit A;

WHEREAS, there has been prepared the form of an easement agreement (the “Easement Agreement”) between the Commission and Cox Communications, and such Easement Agreement has been reviewed by 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 Easement Agreement and its execution and delivery on behalf of the Commission

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

1. The Easement Agreement, providing for a telecommunications easement along the approximate locations set forth on the attached Exhibit A, is approved, and either of the Chair and the Vice-Chair, either of whom may act, is authorized and directed to the Easement Agreement.

2. This Resolution shall take effect immediately upon adoption.

Exhibit A

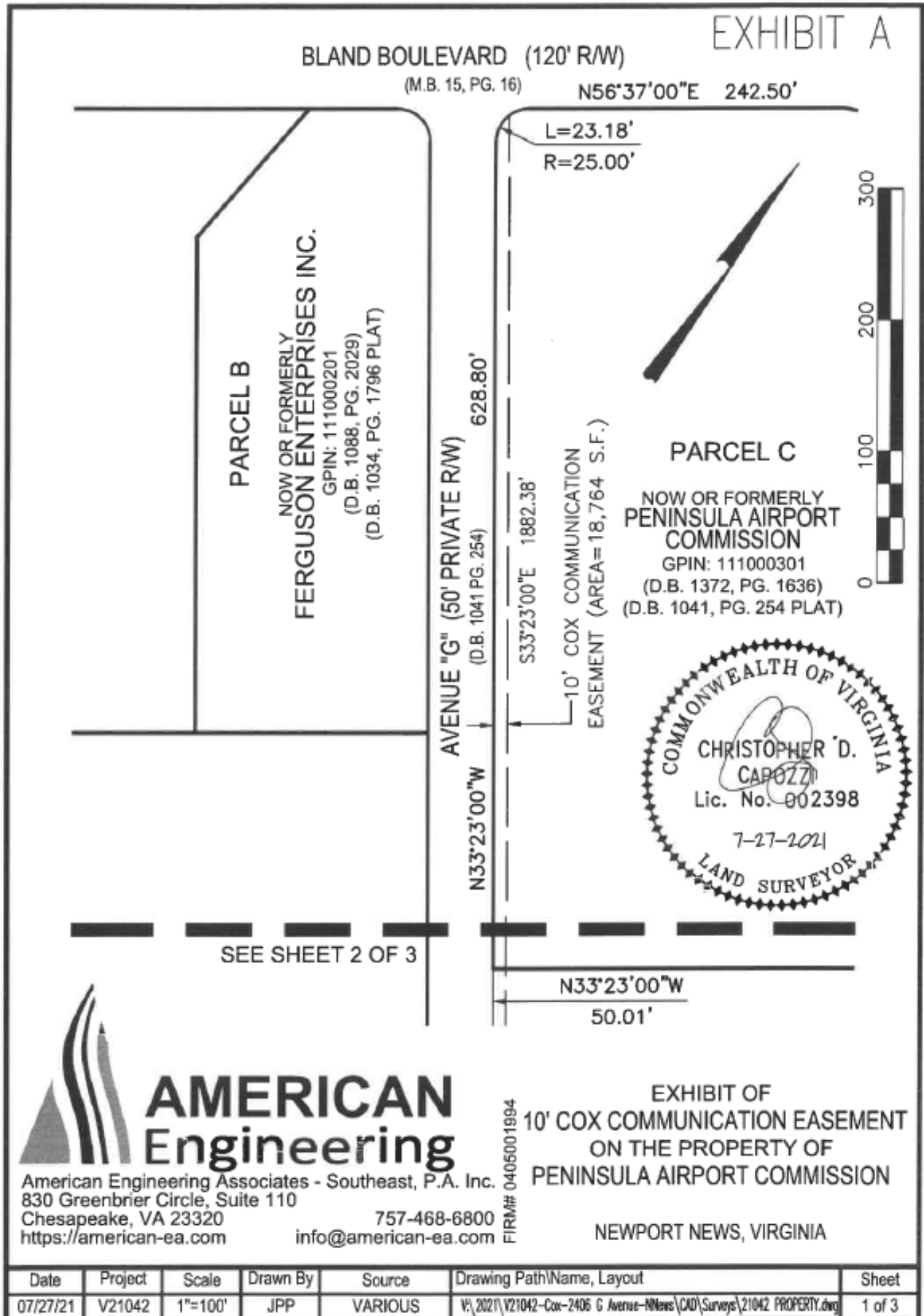
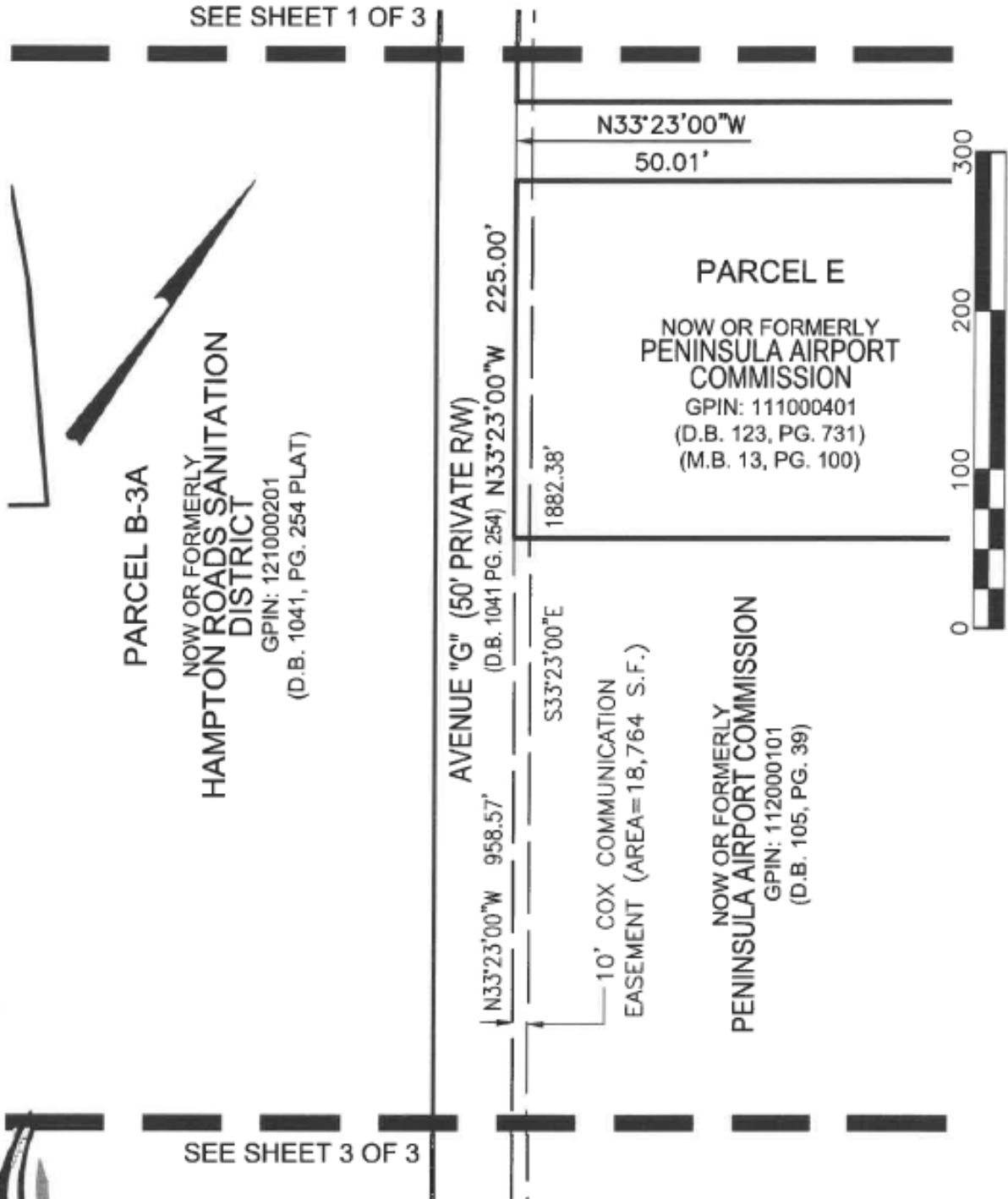


EXHIBIT A

SEE SHEET 1 OF 3



**AMERICAN
Engineering**

American Engineering Associates - Southeast, P.A. Inc.
830 Greenbrier Circle, Suite 110
Chesapeake, VA 23320
<https://american-ea.com>

757-468-6800
info@american-ea.com

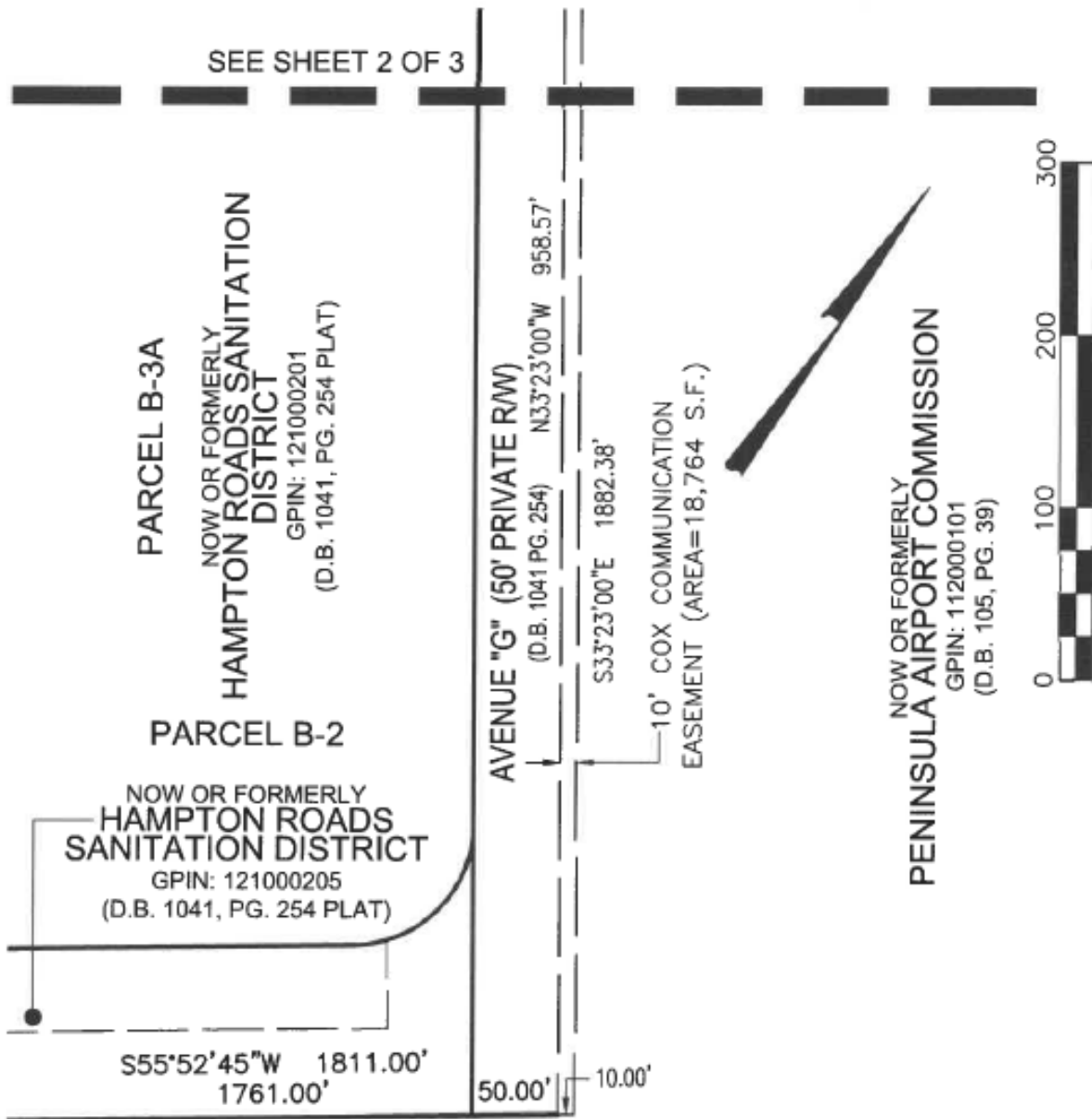
FIRM# 0405001994

EXHIBIT OF
10' COX COMMUNICATION EASEMENT
ON THE PROPERTY OF
PENINSULA AIRPORT COMMISSION

NEWPORT NEWS, VIRGINIA

Date	Project	Scale	Drawn By	Source	Drawing Path\Name, Layout	Sheet
07/27/21	V21042	1"=100'	JPP	VARIOUS	V:\2021\V21042-Cox-2406 G Avenue-News\CAD\Surveys\21042 PROPERTY.dwg	2 of 3

EXHIBIT A



NOW OR FORMERLY
PENINSULA AIRPORT COMMISSION
GPIN: 112000101
(D.B. 105, PG. 39)



**AMERICAN
Engineering**

American Engineering Associates - Southeast, P.A. Inc.
830 Greenbrier Circle, Suite 110
Chesapeake, VA 23320
<https://american-ea.com>

757-468-6800
info@american-ea.com

FIRM# 0405001994

EXHIBIT OF
10' COX COMMUNICATION EASEMENT
ON THE PROPERTY OF
PENINSULA AIRPORT COMMISSION

NEWPORT NEWS, VIRGINIA

Date	Project	Scale	Drawn By	Source	Drawing Path\Name, Layout	Sheet
07/27/21	V21042	1"=100'	JPP	VARIOUS	V:\2021\V21042-Cox-2406 G Avenue-News\CAD\Surveys\21042 PROPERTY.dwg	3 of 3

Call Barbara Rumsey
757-877-0221 Office
757-880-2966 Cell Phone

Call before starting construction.



PENINSULA AIRPORT COMMISSION

RESOLUTION 22-005 REGARDING RIGHT OF FIRST REFUSAL AGREEMENT WITH AIRBORNE TACTICAL ADVANTAGE COMPANY, LLC

September 30, 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, Airborne Tactical Advantage Company, LLC (“ATAC”) currently operates at the Airport under a sublease arrangement, and has requested that the Commission enter into a right of first refusal agreement (the “Right of First Refusal Agreement”) with respect to a 2.3 acre portion of unimproved land located at the Airport, such parcel commonly known as Parcel “B” located between the hangar that is the location of ATAC’s operations and Smithfield Foods’ hangar;

WHEREAS, the Commission is amenable to such right of first refusal, on the terms and conditions specified in the Right of First Refusal Agreement, and such agreement has been reviewed by 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 Right of First Refusal 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 Right of First Refusal Agreement is approved, and the Chairman and the Vice-Chairman, either of whom may act, upon advice of counsel to the Commission, are authorized and directed to execute and deliver the Right of First Refusal Agreement consistent with the provisions of this Resolution.
2. This Resolution shall take effect immediately.

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is made and entered into this ____ day of October, 2021, by and between AIRBORNE TACTICAL ADVANTAGE COMPANY, LLC, a Colorado limited liability company ("ATAC"), and PENINSULA AIRPORT COMMISSION, a public body politic and corporate of the Commonwealth of Virginia, as the owner and operator of the Williamsburg/Newport News International Airport (the "Commission"). ATAC and the Commission may be referred to collectively as the "Parties" or separately as a "Party."

RECITAL

In exchange for ATAC paying the Commission One Thousand and 00/100 Dollars (\$1,000.00), the Commission has agreed to grant to ATAC a right of first refusal (the "Right of First Refusal") with respect to a 2.3 acre portion of unimproved land located in the City of Newport News, Virginia, commonly known as Parcel "B" located between ATAC's hangar and Smithfield Foods' hangar, it being a portion of Parcel ID 112000101, with an address of 900 Bland Boulevard, Newport News, VA 23602, as more particularly described in Exhibit A attached hereto and made a part hereof (the "ROFR Property").

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission hereby agrees that ATAC shall have, and hereby grants to ATAC, a right of first refusal to lease all or any portion of the ROFR Property upon the following terms and conditions:

1. Applicable Offers. The Right of First Refusal shall apply to any offer made to the Commission to lease all or any portion of the ROFR Property, which, unless ATAC exercises its rights hereunder, the Commission intends to accept (a "Third Party Offer"). A Third Party Offer may be in the form of an agreement containing the salient business terms acceptable to the Commission.

2. Notice of Offer. The Commission, upon receipt of a Third Party Offer, shall send written notice to ATAC that the Commission intends to accept the Third Party Offer, which notice shall (i) contain a copy of the Third Party Offer, and (ii) be deemed to be an offer by the Commission to ATAC to lease the ROFR Property in whole or in part, subject to the Third Party Offer at the same price and upon the same terms, without amendment, as are contained in the Third Party Offer. ATAC may accept the Third Party Offer only by giving the Commission written notice of its election to accept the Third Party Offer, which notice shall be received by the Commission within fifteen (15) days after ATAC's receipt of the notice from the Commission of its intention to accept the Third Party Offer (the "Election Period").

3. Acceptance of Offer. Upon the timely delivery of ATAC's written acceptance of the Third Party Offer, a contract shall exist between the Commission and ATAC upon the same terms as those contained in the Third Party Offer.

4. If ATAC fails to notify the Commission within the Election Period, such failure shall be deemed to be a rejection of the Third Party Offer. If ATAC rejects the Third Party Offer, and the Third Party Offer is based upon a bona fide offer to the Commission from an unrelated third party, then the Commission may proceed to consummate the transaction in accordance with the terms of the Third Party Offer as sent to ATAC and, upon consummation of such transaction, ATAC shall have no rights under this Agreement with respect to the portion of, or interest in, the ROFR Property that was the subject of the Third Party Offer, unless such transaction is not ultimately consummated by the Commission and such unrelated third parties in accordance with the Third Party Offer. If ATAC rejects the Third Party Offer and the Commission does not consummate the transaction in accordance with the same terms as the Third Party Offer rejected by ATAC, then ATAC's rights hereunder shall be applicable to any future Third Party Offer with respect to the ROFR Property that was the subject of the Third Party Offer.

5. Expiry. The Right of First Refusal shall expire twenty-four (24) months from the last date of signature of this Agreement. Upon the written request of either ATAC or the Commission after the Right of First Refusal is no longer in force and effect, the other Party hereto shall execute and deliver a document, that confirms that the Right of First Refusal has, in fact, expired.

6. Notice. Any notice to be given by either Party to this Agreement shall be in writing and shall be either (i) by certified or registered U.S. Mail, postage prepaid, or (ii) by overnight courier delivery service with charges to the sender, or (iii) delivered personally, as follows:

If to ATAC:

If to the Commission:

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

Notice shall be deemed given if properly addressed and delivered as set forth herein (i) three (3) days following deposit in the U.S. Mail, (ii) two (2) days following deposit with any generally recognized overnight delivery service, or (iii) on personal hand delivery to a person authorized to receive such delivery, on the day of such hand delivery. Any Party may change addresses for notices by delivering written notice of such change in accordance with this Section.

7. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Waiver; Cumulative Rights. Any failure of either Party hereto to insist upon strict observance of any covenant, provision or condition of this Agreement in any one or more instances shall not constitute or be construed to be a waiver at that time or thereafter, of such or

any other covenant, provision or condition of this Agreement. All rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and not restrictive of those given by law.

9. Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Virginia without consideration of principles of conflicts of laws, and the Parties hereby agree that any dispute shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction in the Commonwealth of Virginia.

10. Relationship Between the Parties. Any intention to hereby create a joint venture or partnership relationship between the Parties herein is expressly disclaimed, and nothing contained in this Agreement shall be construed to create or evidence such a relationship.

11. Assignment. This Agreement may not be assigned without the written consent of the Commission.

12. Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement on the part of the Commission or ATAC, the prevailing Party in such litigation shall be entitled to recover reasonable attorneys' fees and costs.

13. Entire Agreement; Amendment. This Agreement is the entire agreement among the Parties and supersedes all prior agreements, understandings and communications, either verbal or in writing, between the Parties with respect to the subject matter contained herein. No statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party, unless in writing signed by all Parties.

14. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Agreement to be signed as of the dates indicated below.

**Airborne Tactical Advantage Company,
LLC**

Peninsula Airport Commission

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Vice President Navy Operations

Title: Executive Director

Date: _____

Date: _____

EXHIBIT A

