AIRPORT BOARD SPECIAL MEETING
AGENDA
6:00 P.M., THURSDAY, MAY 7, 2020

ZOOM MEETING
This virtual meeting will be by video and telephonic participation only.
To join the webinar click on or paste this URL into your browser
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.

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ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

To Testify: Call 586-0962* by 3:00 p.m. 5/7/20 *and provide: name/e-mail address/phone number

I. CALL TO ORDER

II. ROLL CALL

III. NEW BUSINESS

A. **CARES Act Grant (Attachment #1).** Juneau International Airport (JNU) has received the Federal Aviation Administration (FAA) CARES Act grant for $21,736,343. This is special funding from the U.S. Treasury General Fund, not the usual Airport grant funds from the *Airport and Airway Trust Fund.* See **Attachment #1** (FAA CARES Act Grant for JNU-ALG-3-02-0133-082-2020). Please note the grant assurances are attached this grant (at the end) and applicable to all FAA grants.

1. **General Information.** At the special April 23, 2020 Airport Board meeting, the Airport Board approved using the FAA CARES Act funds for operational expenses such as payroll, utility bills, debt service, etc. (Option 1).

Funds are meant to cover some of the airport's expenses and supplement current revenue losses due to COVID; keep airport solvent. Use of these funds will also protect the

Airport Fund Balance and three-month airport operating reserves from depletion. The grant is also meant to cover expenses from COVID; i.e., supplies, additional cleaning or staffing.

There are some basic requirements for this grant; including but not limited to:

- Funds must only be used for purposes directly related to the airport (including reimbursement of airport operational and maintenance expenses or debt service payments)
- Funds must be used within four years or 1460 days from the date of grant acceptance (April 28, 2020). Unexpended funds will need to be returned to the FAA at the end of four years, however the funds may cover expenses going back to January 20, 2020.
- Airport Staffing levels must be maintained at a minimum of 90%
- Grant funds must follow the lawful use of revenues as outlined under the *Policy and Procedures Concerning the Use of Airport Revenue* https://www.govinfo.gov/content/pkg/FR-1999-02-16/pdf/99-3529.pdf .
- Funds may not be used to pay past projects/reimbursements.
- Funds may not reimburse operational expenses prior to January 20, 2020.
- Funds may be used to reimburse payment of debt service for payments occurring on or after April 14, 2020.
- Funds must be supported with documentation and are auditable for compliance

The Airport draws down funds from the grant as authorized expenses or uses are submitted; funds are disbursed as authorized payments. Similar to project (AIP) grants, staff will ask consensus from the FAA for uses that may be in a 'gray' area. This is especially important for this grant and verifying that the reimbursement is for lawful purposes.

Additional information:
Frequently Asked Questions (FAQs):
https://www.faa.gov/airports/cares_act/media/cares-act-airport-grants-faqs.pdf .

Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations:
https://www.faa.gov/news/media/attachments/UPDATED%20Information%20for%20Airport%20Sponsors%20Considering%20COVID-19%20Restrictions%20or%20Accommodations.pdf

CARES Act Airports Grant program information is located at:
https://www.faa.gov/airports/cares_act/.

2. **Airport Financial/Anticipated Revenue Shortfall.** On March 19, 2020, the Airport Board approved a biennial budget for FY21/22 that included the use of $290,200 of Airport Fund Balance (AFB) to balance the remainder of FY20 projected, as well as $522,800 to balance FY21, and a plan to increase airport rates/fees (plus $6,600 use of AFB) to balance FY22. The budget did not consider any impacts from COVID19 at the time. The Airport has approximately $1.8M in unrestricted AFB plus $1.9M (AFB) for a

three-month operating reserve; total of $3.7M AFB. It is clear that COVID will have a greater impact on airport operating budget.

Airport Staff has prepared a forecast scenario which made assumptions to the loss of variable revenue (those contracts/agreements based on a percentage of revenue/sales; revenues based on number of passengers; number of landings or amount of fuel, etc.). The Airport also assumed that these revenues would not rebound for several years, plus possible inflation. This forecast gives the Airport Board an idea of how much grant funding may be needed to support the operational budget for the 4-year duration of the grant. The Airport looks at facing roughly $13M in revenue losses/deficit during this period.

Airport Revenue Losses/Shortages

	FY20	FY21	FY22	FY23	FY24	
AFB	290,200	522,800	733,600			
COVID	1,323,100	2,439,300	1,841,200	1,878,024	1,924,975	
Total	1,613,300	2,962,100	4,575,400	1,878,024	1,924,975	**12,953,799**

The 733,600 would assume no rate increases through FY22; this could potentially carry into FY23-on, but assume rates would increase at some point as planned for budget deficit (pre-COVID)

* AFB=Airport Fund Balance

3. **Airport Funding Plan.** An Airport Funding Work Session group was formed consisting of three Assembly members, three Board member and CBJ support staff (City Manager, Airport Manager and staff, Finance Director and staff, City Attorney/Law department, etc.). The first meeting was Friday, May 1, to discuss the grant and associated guidance; and get general input from each of the Assembly and Board members on priorities of the grant funding. A second meeting is scheduled for May 5. At the May 1 work session, solvency of the Airport was the unanimous top priority. It was also recognized that assisting the City in any lawful use of funds, as related to the airport (such as terminal debt service on the GO bond or pension liability related to airport), was another high priority. Other considerations mentioned at the work session include: airport tenant rent abatement/relief consideration, prepay certain contractual contract (such as JPD or ARFF), and deferred maintenance that would normally be paid through airport operating revenue. A sample breakdown of CARES Act fund use *may* look like:

$14M	Airport revenue supplement/COVID expenses
$3.1M	CBJ bond debt
$3.0M	Cares Act relief for tenants
$1.6M	Airport maintenance/small projects (i.e. pothole repairs, etc.)

Staff has begun asking the FAA about specific uses of the CARES Act funds. The FAA has cautioned the Airport to use the federal airport revenue policy, mentioned above. The FAA stated that there may be restrictions or consideration given including: aeronautical v. non-aeronautical, reasonableness, change in economic circumstances, fair market value changes, revenue diversion, and use for certain tenants that may push the burden of costs to another tenant group. The Airport reached out to other airports, as well as airport lobbying groups, to see if other airports had tenants request financial relief. At this time, staff has not found other examples of Airports ‘abating’ rents; only deferral of rents and fees. **Attachment #2** is a compiled list of airport responses to this question.

The Airport has requests from three tenants (all concessionaires) requesting *deferred* payments. Republic Parking (REEF), Tailwind Restaurant and Bar, and Smart Carte have all requested deferral of March and April rents until July/August, or until their federal grant/loans are approved. Tailwind has already been approved for the Paycheck Protection Program (PPP) and is moving forward with payments. Since these requests do not involved abatement, staff is able to work with them directly with no financial impact.

Attachment #3 includes the emails/letters that the Airport has received from tenants requesting abatement of rents/fees from the CARES Act funding:

1. Airport Tenants/Users Group (ATUG) letter regarding Commercial Land Lease and Terminal Lease Abatement for 12 months. This letter was signed by Kent Craford, Alaska Seaplanes; Holly Johnson, Wings Airways; Edward Keisel, Ward Air; Gary Thompson, Admiralty Air Service; Eric Main, TEMSCO Helicopters, Jason Kulbeth, NorthStar Helicopters; Michael Wilson, Coastal Helicopters; Tom Williams, Ward Air; Kristi Elliott, Hummingbird Hollow Gifts; Christopher Wooster, Atlantic Aviation; and Scott Van Valin, Island Air Express
2. Hummingbird Hollow Gift Shop e-mail and letter regarding Request for Rent Abatement signed by Kristi Elliott and Tom Gallagher
3. Coastal Helicopters letter regarding Request for Financial Relief and Assistance signed by Michael Wilson, General Manager

Alaska Airlines also went on record with a letter (**Attachment #4**) supporting the intent of the CARES Act for viability of the aviation industry and prioritize uses for payroll, offsetting operational costs due to COVID and supporting capital programs.

Meeting Goals: Airport Board should plan to discuss the priorities and lawful use of CARES Act funds under the guidance of CBJ Attorney and FAA concurrence.

IV. ADJOURN

ATTACHMENT #1

CARES Act Grant Transmittal Letter

Dear Ms. Wahto:

Please find the following electronic CARES Act Grant Offer, Grant No. **3-02-0133-082-2020** for **Juneau International Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 20, 2020** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

ATTACHMENT #1

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify your FAA Project Manager, **Mr. Patrick Zettler**, by email that the grant is administratively and financially closed. **Mr. Zettler** is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Kristi A. Warden
Kristi A. Warden (Apr 28, 2020)

Kristi A. Warden
Director, Airports Division

ATTACHMENT #1

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	April 28, 2020
Airport/Planning Area	**Juneau International Airport**
CARES Grant Number	**3-02-0133-082-2020**
Unique Entity Identifier	**078197944**

TO: **City and Borough of Juneau**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated **April 20, 2020**, for a grant of Federal funds at or associated with the **Juneau International Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the **Juneau International Airport** (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

> *The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to* **Juneau International Airport** *incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds*

provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$21,736,343.**
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **May 20, 2020**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

ATTACHMENT #1

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—

    a. Associated with performance under this award; or

    b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:

    a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

    b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

    a. Gross mismanagement of a Federal grant;
    b. Gross waste of Federal funds;
    c. An abuse of authority relating to implementation or use of Federal funds;
    d. A substantial and specific danger to public health or safety; or
    e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A Federal office or employee responsible for oversight of a grant program;
    e. A court or grand jury;
    f. A management office of the grantee or subgrantee; or
    g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. Co-Sponsor. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Employee Retention. For Large, Medium, and Small Hub Airports only: [insert name of airport sponsor], owner and operator of [insert name of airport], as a [insert hub size] hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.

23. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

   A. House and maintain the equipment in a state of operational readiness on and for the airport;

   B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

   C. Restrict the vehicle to on-airport use only;

   D. Restrict the vehicle to the use for which it was intended; and

   E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:

   A. House and maintain the vehicle in a state of operational readiness for the airport;

   B. Provide the necessary staffing and training to maintain and operate the vehicle;

   C. Restrict the vehicle to airport use only;

   D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

   E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

   F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

ATTACHMENT #1

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Kristi A. Warden
Kristi A. Warden (Apr 28, 2020)

(Signature)

Kristi A. Warden

(Typed Name)

Division Director

(Title of FAA Official)

ATTACHMENT #1

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated April 28, 2020

City and Borough of Juneau
(Name of Sponsor)

Patricia K Wahto
Patricia K Wahto (Apr 28, 2020)
(Signature of Sponsor's Authorized Official)

By: Patricia K Wahto
(Typed Name of Sponsor's Authorized Official)

Title: Airport Manager
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Teresa Bowen , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of **Alaska**. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 28, 2020

By: Teresa Bowen
Teresa Bowen (Apr 28, 2020)
(Signature of Sponsor's Attorney)

ATTACHMENT #1

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

b. Hatch Act – 5 U.S.C. 1501, et seq.

c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.

d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).

e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

k. Rehabilitation Act of 1973 - 29 U.S.C. 794.

l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.

q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
   b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
   c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

   The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

ATTACHMENT #2

ACI-NA Concessions Relief Survey

Airport Code	Airport City	Hub Size	Notes	Date Last Modified
ANC	Alaska Airport System	M	• Affording relief by way of temporary deferrals of payment for most April through June 2020 billings	3/27/2020
AVL	Asheville	S	• Concessions: Suspended MAG effective March 2020 until further notice and operator required to pay percentage rent. This is allowed in the contractual language and it was determined to trigger this now verses wait. Have allowed adjustment of operating hours and the closure of locations, with one remaining open. • Rental Cars: Suspended MAG effective March 2020 until further notice, and operators required to pay percentage rent and all other rents due required in the lease. This is allowed in the contractual language and it was determined to trigger this now verses wait. Additional storage space allowed on a temporary basis for vehicles, operators paying 50% less than the land rental rate at the service facility.	4/2/2020
ATL	Atlanta	L	• Temporarily reduce Concessionaire's and/or Car Rental Company rental requirement by suspending the Minimum Annual Guarantee payment obligation in the Concessions and/or Consolidated Car Rental Agreements for a period of four (4) months ending on June 30, 2020 and requiring Concessionaire and/or Car Rental Company to pay the percentage rent as defined in each Concessions and Consolidated Car Rental Lease Agreement in response to the COVID-19 Pandemic.	4/14/2020
ATL	Atlanta	L	To view Legislation for the MAG suspension and percentage rent in ATL, click here.	4/14/2020
AUS	Austin	M	• Only applying specific contractual provisions that address abatement or a reduction in MAG based on passenger levels in the concession and rental car agreements. Relief outside what the contracts state is not provided. These contractual provisions provide relief on an annual basis, not month-to-month. Since so many of the airport's concessionaires and rental car companies seek immediate relief, they are considering whether to apply their security deposits towards their monthly payment for the next few months until the annual reconciliation is completed by the airport at the end of their contract year.	4/1/2020
BWI	Baltimore/Washington	L	• Rental Car MAG suspended to 12/31. • Parking Concession MAG suspended to 6/30 • Concession Developer MAG suspended to 12/31 • Concession operating hours reduced; 75% units closed. • FBO MAG suspended to 12/31 In addition: • Maryland Small Business COVIE-19 Emergency Relief Grant Fund is a $50 million grant program for businesses and non-profits which offer up to $10,000, not to exceed 3 months of demonstrated cash operating expenses for the first quarter of 2020. • Maryland Small Business COVID-19 Emergency Relief Loan Fund is a $75 million loan fund that offers no interest or principal payments due for the first 12 months, then converts to a 36-month term loan of principal and interest payments, with an interest rate of 2% per annum.	4/7/2020
BOI	Boise	S	• As of 03/27/2020 the airport is waiving late fees on RAC and terminal/aviation leases including airlines a 30-day basis and plan to revisit this monthly. • The contracts with the RACs and Master Concessionaires contain language for MAG waivers after 3 months of consecutive pax downturn. At this time the airport is staying with the contract language. If anything is done differently, it will be taken to the City Council for approval. • The airport is charging $1 per car per day for overflow RAC parking on an off-site lot. The Airport is also considering to reduce this amount or allowing reporting every 90 days but has not yet made a determination	3/27/2020
BUR	Burbank-Glendale-Pasadena	M	For RACs: • The current agreement has triggered for Minimal Annual Guarantee (MAG) abatement if traffic drops by 90%. • Provide MAG abatement through June 30, 2020 • Assess 10% of gross sales • Rent for monthly debt service payment not deferred • CFC collection required For Concessionaires (FBO; News & Gifts, Advertising): • Provide same MAG relief as for RACs through June 30, 2020 • Assess 10% of gross sales • Rent for office or storage space is not deferred.	4/7/2020
BUR	Burbank-Glendale-Pasadena	M	• To view official statement from airport, please open the link here.	4/7/2020
CLT	Charlotte	L	• Notified the F/B concessionaire, Retail concessionaire and the RAC concessionaires that the airport will adhere to the terms and conditions of the contracts with each concessionaire. These contracts contain rent abatement provisions – each a bit different – that are triggered by a drop and enplanements and the occurrence of enumerated events (e.g. national emergency).	4/1/2020
CMH	Columbus	M	• Deferral of MAGs through May 31, 2020 (90 days) for terminal and RAC concessions. MAGs are trued up at the end of each year and CMH convert all payments to a percentage of gross. MAGs provide cash flow for the airport but it will return any overpayments to the concessionaires at the end of each year. Concessionaires remain obligated to pay the proper percentage rent that is due per the agreement.	4/21/2020
COS	Colorado Springs	S	• For Terminal Concessionaires, Car Rental, and Terminal Tenants The MAG shall be suspended for the months of April, May, and June. Other fees and charges for the months of April, May, and June 2020 shall be deferred. Click here to view complete policy.	4/16/2020
DFW	Dallas Fort Worth	L	• Suspension of Concessionaire and Rental Car MAG (percentage rent only) thru September 30, 2020, effective March 1. • Deferral of April and May billings of Concessionaire and Rental operating and maintenance expense reimbursements, office space rent, and storage space rent to be paid back evenly in July, August, and September. • Allowed for temporary closures or reduced operating hours of Concessionaires without penalty. • Suspension of the Concessionaire Mystery Shop program thru September 30, 2020. • Suspension of Concessionaire Market Basket submissions thru September 30, 2020. • Extended the April due date for Concessionaires to submit an annual certified gross receipts report to September 30, 2020. • Allowed concessionaires to reduce employee head count for parking charges. • Allowed concession employees to park in terminal garages for free during reduced garage inventory. • Enhanced communications with frequent newsletters and webinars.	4/13/2020
DAL	Dallas Love Field	M	• Suspended MAGS for concessionaires effective 03/01/2020	4/21/2020
FLL	Fort Lauderdale	L	• We are deferring (not waiving) airline fees (terminal rents, landing fees, FIS, Per Use/Joint Use), as well as concessions/RAC MAGs in the month of April for repayment in equal installments May, June, July. FLL is evaluating other opportunities, but those have not yet been decided upon.	3/31/2020
RSW	Fort Myers	M	• For all fixed rents on concessions, the airport will defer all April rent for 60 days. In addition for parking, all COVID-19 related rental car parking overflow fees will be waived for 60 days.	4/10/2020

ATTACHMENT #2

ACI-NA Concessions Relief Survey

FAT	Fresno	S	• Airlines, rental car companies, and terminal concessionaires have 120 days to pay for March, April, and May invoices. MAGs have been suspended until further notice, and the actual percentage of sales defines the amounts due from rental car companies and concessionaires.	4/7/2020
GRR	Grand Rapids	S	• **Rental Car =** No deferrals of MAG, but we have contract language that provides for a recalculation should deplaned pax numbers fall below 85% for the entire year. We are looking closely at this, but in the meantime, we've communicated our expectation of the RACs to continue to pay their Concession Fee, the CFC, and rent for their service centers. Note that we waived all RAC rental charges for ready return stalls and customer service counters back in 2016. • **Concessions** = There currently is no rent charged for any concessionaire at GRR, just a straight Concession Fee + the MAG. At this time, we are not waiving the MAG. Still, we intend to communicate our willingness to renegotiate their MAG – provided they agree to submit a reopening plan within 72 hours of the airport's traffic volumes rising above 10% (of "normal"). • **Others** = We are currently not offering any deferrals for other tenant categories (FBO, corporate, etc.). However, we have received a request from Signature Flight Support to wave rent "for the period such conditions continues to exist, understanding that your authority will reserve the right to determine when the applicable rent requirement shall be reinstated." We intend to deny this request to remain consistent with our bond covenants	4/7/2020
HOU, IAH	Houston	L & M	• Under the concession contracts within the terminal complex at IAH and/or HOU, the companies (Concessionaires) are required to pay a percentage of gross revenues and/or certain other fees (Concession Fees), the majority of which are also subject to a minimum annual (or monthly) guarantee (MAG). • Click for full Term Sheet.	4/14/2020
IND	Indianapolis	M	Rental Car and Concessions • Request Immediate Abatement of MAGs and other Fees (Support Space and Facility Rent). Initial notice to rental car and concessionaires was that IND had no intention to abate MAGs and Rent • Request to be subject to only percentage rent fee - Airport needs to understand more elements of the CARES prior to changing direction on abating MAGs and rent. • Reduce operating hours and/or close concepts/restaurants/stores - Airport has empowered operators to reduce operating hours and has closed most concessions locations.	4/1/2020
LAS	Las Vegas	L	Considering • Concessions / Rental Cars: 3 Months 04/01/2020-6/30 – Initial relief period waiver of MAGs, with the ability to extend such period up to an additional 3 months. Also considering 1-year term extension for any tenant that expires in 2020 or 2021 provided they are in good standing and have no defaults Conditions: • The tenant must not have been in default status prior to March 15, 2020. • All payments due up until March 15, 2020, must be current and remain so during the relief period.	4/1/2020
LEX	Lexinton Blue Grass	S	• Are not waiving fees for airlines. For concessionaires, MAGs will be deferred until June 30. This will be re-evaluated as time passes.	3/30/2020
LGB	Long Beach	S	• LGB Is not providing relief because the food and beverage in retail have a clause that waives the MAG with a 20% reduction in enplanements for the CY and its RACs are on a straight commission.	3/31/2020
SDF	Louisville	M	• Rental Cars o Waive monthly Minimum Annual Guarantee payments for April 2020, May 2020 & June 2020. o Rental cars will continue to pay the Percentage Fee, Customer Contract Fee, Service Counter Rent, QTA Exclusive Parking Space Rent, QTA Exclusive Storage Row Rent, QTA Exclusive Building Space Rent and other fees as specified in the Rental Car Concession Agreement • Food and Beverage o Waive Minimum Monthly Guarantee payments for May 2020, June 2020 and July 2020. o The operator will continue to pay the Percentage Rent, Office and Storage Rent and other fees as specified in the Agreement. • News/Gift/Specialty Retail o Waive Minimum Monthly Guarantee payments for May 2020, June 2020 and July 2020. o The operator will continue to pay Percentage Rent, Lottery Percentage Rent, Office and Storage Rent and other fees as specified in the Agreement. • Parking (Concession Agreement) o Waive monthly Minimum Annual Guarantee payments for April 2020, May 2020 and June 2020. o The operator will continue to pay the Percentage Fees and other fees as specified in the Agreement.	4/2/2020
TYS	McGhee Tyson	S	• Pending final Board approval TYS is offering the following: • Signatory Airlines: 3-month deferral (April, May & June) of fixed rents which include exclusive use premises, preferential use premises, passenger boarding bridge charges and terminal apron charges. Repayment period of 4 months beginning in July. • Car Rental Companies: 3-month deferral (April, May & June) of fixed rents which include exclusive terminal space, ready car space charges and service facility charges. Repayment period of 4 months beginning in July. Per lease provisions, MAG waived as of May 1, concession charge to be paid on a % basis. • Terminal F&B and Retail: Reduced hours for all operators along with the closure of some food options. Restaurant hours currently from 5 am until 6 pm. The retail operator currently opens 4:30 am until 8 pm in their concourse location and 10 am until 6 pm pre-security.	4/2/2020
DCA&IAD	Metropolitan Washington Airports Authority (Washington DC)	L	• Recognizing this, and to help ensure the continuity of airport operations, MWAA has authorized the following actions with concessions business partners to respect airport leases: • Payment of the Minimum Annual Guarantee (MAG) required by your lease for April 2020 will be deferred until July 1, 2020. This deferral does not alter the underlying obligations for payment and other conditions in the respective concession agreements. • Mid-term refurbishments scheduled for 2020 will be deferred until 2021. • The Airports Authority will continue to monitor federal guidelines and passenger activity levels each month to make decisions about additional deferrals or other relief. Every effort will be made to communicate these decisions in a timely manner.	4/2/2020

ATTACHMENT #2

ACI-NA Concessions Relief Survey

MKE	Milwaukee	M	Overall, the Airport is enforcing its contractual provisions and not offering relief. • Minimal amount of retail concessions remain open, the remaining locations have all been closed by the concessionaire. • Food and beverage locations have either reduced hours and/or closed of their own accord. • RACs are operating on a percent of sale basis (monthly basis) given contractual triggers regarding decreased passenger traffic volumes.	4/13/2020
MSP	Minneapolis	L	• In-Terminal Concessions (F&B, Retail, and Convenience News only): Deferring MAG's for the months of April – June, the hope is to offer waivers but until we confirm that is acceptable to the FAA we will only offer deferrals. MSP also offering deferment of office/storage rent for the same three month period. We are also looking at the related reduction in utility use due to all the closures and will make the necessary adjustments to the monthly billing. All deferrals will need to be paid back during the final six months of this year. • Rental Auto: Deferring MAG's for the months of April – June, the hope is to offer waivers but until we confirm that is acceptable to the FAA. MSP is also considering the deferment of facilities rents for the same three month period. All deferrals will need to be paid back during the final six months of this year.	4/7/2020
YQM	Moncton	Canada	• Rental Car Concessionaires – we have deferred Minimum Annual Guarantees for April, May, and June. Note: contract year ends June 30th. We are still requiring them to honor the MAG's for the contract year, simply deferring payments for 3 months. • Ground Handler – permitting an extension of monthly reporting requirements from 30 days to 60 days	4/13/2020
YUL	Montreal	Canada	• All MAGs for April, May, and June will be deferred until 2021. • Advising all partners that once bail-out money is received, the airport expects to be paid promptly. • Various retailers remain open, which are 3 money exchange, 3 convenience location, 6 coffee shops, 4 restaurants open at reduced hours (with exception of 1 restaurant open 24 hours).	4/23/2020
ORF	Norfolk, VA	S	• RACs – ORF are applying specific contractual provisions that address reduction of the MAG based on passenger levels. The agreements for the other concessionaires, the Fixed Base Operator and tenants do not provide rent or MAG relief. Relief outside of what is stated in their agreements is not provided.	4/23/2020
OKC	Oklahoma City	S	• RACs – MAG is addressed in their agreement already with a floor MAG, so we are changing them to the floor MAG for April, May, and June. All rentals are deferred, April to July, May to August, and June to September • Concessions Food & Beverage and Retail waiving MAG, straight % of gross • Advertising Retail waiving MAG, straight % of gross	4/8/2020
SFB	Orlando Sanford	S	At present, the ORLANDO Sanford International Airport has had the following requests: • RACs - Hertz, AVIS and Enterprise- request for a reduction in MAG to the percentage of sales; reduced rent; free overflow parking - no direct request from other concessions other than to close locations • What the airport has done to date: - allow for concession locations to close, change hours, consolidate operations • The airport has advised that they are reviewing the situation, seeking guidance from the FAA and industry partners, and will be contacting them within the next two weeks to further discuss viable options.	4/2/2020
YOW	Ottawa	Canada	Deferal one month at a time for land rentals.	4/14/2020
PHL	Philadelphia	L	• Generally, the airport have offered to waive MAGs where applicable and deferred rental and/or concession fee payments for three months from April – June 2020. Please note that to qualify, companies cannot be in default with PHL or the City of Philadelphia	4/13/2020
PIT	Pittsburgh	M	• Many terminal concessions have closed or reduced hours. The remaining offerings maintain adequate coverage of passenger necessities. • Many RAC partners have reduced operating hours. • The aiport has communicated to its partners asking for relief that no payment waivers or deferrals are available at this time. • Passenger parking has been consolidated to the short term garage at a lower than usual daily rate.	4/10/2020
EWR, JFK, LGA, TEB, SWF	Port Authority of NY & NJ	L	In response to the reduction of passengers, the Port Authority is taking the following actions for its terminal concessions agreements: • Minimum Annual Guarantee (MAG) payment requirements will be waived and calculation of rents payable to the Port Authority will be converted to percentage fees only for all direct Port Authority terminal concessions agreements for the period of March 1, 2020, to May 31, 2020. • Concessionaires will be permitted to defer the remittance of all percentage fees due to the Port Authority for the period March 1, 2020, to May 31, 2020. Deferred amounts may be repaid in six equal monthly installments commencing July 1, 2020. This deferral does not alter the underlying obligations for payment of those percentage fees and other conditions in the respective concession agreements. • Given the uncertainty of air travel activity in the upcoming months, the Port Authority will evaluate the then-current conditions and forecasts in late May to make an evaluation with respect to any ongoing relief for the periods thereafter. • The Port Authority is calling on its terminal operators to take action and likewise waive MAG payment requirements and defer payment terms for concessionaires operating in their respective terminals. Such waiver and deferrals will be reflected in the revenue shares due to the Port Authority under the respective terminal agreements	4/2/2020
OAK	Port of Oakland	L	April 1, 2020, through June 30, 2020 Deferred payments for the following: • All fixed space rentals: land, spaces within Port-owned buildings (including concessions support space), or buildings or hangars. • MAGs; MAGs either calculated, set by agreement, or minimum fee (e.g., $250 or $500 per month). • All fixed rental amounts due prior to April 1, 2020, must be current with payments to the Port.	4/6/2020
PWM	Portland (ME)	S	• Terminal concessions have closed all but one restaurant and one gift shop, and have reduced hours to match reduced operations. • Concession MAGs (including food/beverage, news/gift, advertising, and RAC) are only paid as required at the end of the contract year. Only % of gross payments are made on a monthly basis, so no MAG relief is necessary. RAC contracts have a clause that fully abates the MAG if passenger volumes do not reach a contract stipulated level. We are not expected to reach this level, so the RAC MAG will likely be fully abated. • FBOs have been allowed to reduce hours. • A 30 day deferral of airline payments for fixed rent, landing fees, and % rent has been issued for payments normally due in April 2020. • The deferral may be extended depending on future pandemic impacts.	4/14/2020
PDX	Portland (OR)	L	• 4 months MAG deferral (March-June), allowing RACs to pay concession fee only through period ending 6/30/2020, reserving our right to reconcile and collect any underpayment by 9/30/2020. • Premises rent is deferred for April – June and RACs are obligated to pay amount in full by 9/30/2020. • Ground rent associated with immediate overflow storage needs waived through 4/30/2020.	4/19/2020

ATTACHMENT #2

ACI-NA Concessions Relief Survey

RNO	Reno	S	The Reno-Tahoe Airport Authority Board of Trustees (RTAA) approved a payment deferment plan for concessionaires and RACs contractually obligated to pay Minimum Annual Guarantees (MAGs) operating at Reno-Tahoe International Airport. The plan includes 90-day deferral of MAG payments for May, June and July 2020. Additional details are below: • 90-day deferral of MAG payments for May, June and July 2020.These invoices will be due on July 31, 2020 and subject to late fees thereafter. • According to FAA Guidelines, interest may be required on deferred invoices beginning on July 1, 2020 the change of RTAA's fiscal year. The guidelines indicates U.S. Treasuries as the rate. • To qualify, a concessionaire or RAC must be current on any unpaid billings for prior periods. Any such unpaid balance must be paid and received by RTAA in full by April 30, 2020. • We ask that concessionaire and RAC representatives to RTAA appraise us of Federal stimulus or other relief measures that may become eligible for payment of the RTAA billings related to this relief plan. • This relief plan is not a waiver or abatement of fees within the context of grant assurance conditions established by the FAA. • RTAA reserves the right to amend this relief plan should adjustments be required to address sustainability of RNO to remain open and operate safely.	4/10/2020
SMF	Sacramento	M	• View Airport's actions regarding Concessionaire and Rental Car Percentage Rent and Fixed Rents and Fees, MAGs, Fixed Rent for Aeronautical Businesses, Merchant Advertising Program (MAP), and Rent increases based on consumer price index (CPI), here.	3/17/2020
SAN	San Diego	L	• Three months of Minimum Monthly Guarantee payments, cost recovery payments, and 80% of land rent deferred and repair over six-month period beginning July 2020	4/2/2020
SFO	San Francisco	L	• For most terminal concessionaires, SFO is allowing base rent and fees forbearance (deferral) for the months of April and May. Under existing concession leases, MAG is suspended and percentage rent is charged after three months of a severe decline in enplanements (below 80% of enplanements compared to such period in the year prior to the year lease was awarded). • For on-airport rental car companies, MAG is already not in effect because the leases are in monthly holdover status until new leases are approved, and only 10% gross revenue concession fee is being charged. SFO has offered deferral of space rent for on-airport rental car companies. For concessions and on-airport rental car companies, all deferred rent amounts will be due by June 1, 2021 without penalty or interest, and regular payments of all rent must recommence on June 1, 2020.	4/15/2020
SJC	San Jose (CA)	M	• Waive MAG for April and May. • Concessionaire to pay percentage rent only for April and May. • Suspend contributions to the Concession marketing Fund for April and May.	4/20/2020
SNA	Santa Ana, CA	M	• RAC: March - June 2020 MAGs deferred; no deferral for all other RAC rents (e.g. Ready Car Park, Percentage Rent, Common Area rent, and Overflow Parking rent); • Commence 6-month repayment of Deferred Rents effective July 1, 2020; no late fees if deferred MAGs are paid in full by December 31, 2020. • Terminal concessionaires: March - June 2020 MAGs deferred; must continue payment of Percentage Rent during Deferral Period; commence 6-month repayment of Deferred Rents effective July 1, 2020; no late fees if deferred rents are paid in full by December 31, 2020. • Tenants must be current on all contractual obligations including but not limited to MAG and all rents, Security Deposit, and Insurance through February 29, 2020	4/13/2020
SEA	Seattle	L	• Airport Dining and Retail o Defer percentage of remaining MAG payments and percentage of gross for two months, with consideration for additional months at a future date. • Rental Cars o Defer percentage of remaining MAG payments and percentage of the rent for two months, with consideration for additional months at a future date. • Remote Parking o Defer percentage of remaining MAG payments and percentage of the rent for two months, with consideration for additional months at a future date. • Ground Transportation (such as taxis, TNCs and courtesy shuttles) o Defer MAG payments, activity fees and permit payments for two months, with consideration for additional months at a future date. • Non-aeronautical Commercial Properties (such as Flight Kitchen) o Defer MAG payments and percentage of the rent for two months, with consideration for additional months at a future date. • Non-aeronautical Terminal (such as CLEAR) o Defer MAG payment and percentage of the rent for two months, with consideration for additional months at a future date."	3/31/2020
SEA	Seattle	L	Link to airport notice, click here	3/31/2020
STL	St. Louis Lambert	M	• While most every concessionaire has requested relief from MAG payments, these are not under consideration at this time.	4/2/2020
PIE	St. Petersburg/Clearwater	S	• Approved deferral of airline rents / landings fees, concessionaire MAG and ground lease rent for the period from April 1 to June 30, 2020 with a repayment period of July 1 to December 31, 2020.	
TPA	Tampa	L	• Offering Accommodations for Rental Cars, and Concessionaires. These Accommodations equate to an approximate waiving of one month of billings (except utilities for Rental Cars and Concessionaires) with repayment in 3 installments July through September. There are details in each that differ due to the differences in types of charges with regards to what qualifies for waiver and subsequent repayment.	4/19/2020
TUS	Tucson	M	• Rental Cars – MAG waiver effective March 13, 2020, the date the President declared a National Emergency related to COVID-19. The waiver will continue until the National Emergency is no longer in effect. Our contract contains a clause waiving the MAG in the event a National Emergency is declared that significantly impacts transportation in the U.S. We are also offering rent deferral for the months of April, May and June 2020, to be repaid in July, August and September, respectively. Additional vehicle parking is subject to our normal practice of rent at a rate of $0.33 per square foot per year. This rent will also be deferred. • Other terminal concessionaires – MAG waiver for April, May and June 2020 – percentage rent only	4/6/2020
BDL	Windsor Locks (CT)	M	• Has not yet offered rent deferrals to concessions. The airport is currently assessing the situation.	4/7/2020

ATTACHMENT #2

ACI-NA Tenant Relief Survey

Airport Code	Airport City	Hub Size	Airports feedback	Date Last Modified
ANC	Alaska Airport System	M	• Affording relief by way of temporary deferrals of payment for most April through June 2020 billings	3/27/2020
BWI	Baltimore	L	• Airline Terminal Rates & Charges deferred to 6/30 and paid back over next fiscal year • Airline Landing Fees frozen to 12/31 and reset on 1/1/21	4/8/2020
BUR	Burbank	M	• Rent deferral through June 30.	4/7/2020
COS	Colorado Springs	S	• Terminal rental rates and charges for joint and common areas, Landing fees, Gate usage fees, etc, will be deferred for April, May, and June 2020. Click here for full policy.	4/16/2020
CAE	Columbia	S	• 3 month deferral of all airline charges (landing fee, terminal rent, security reimbursement fee) for April – June. • Repayment of the deferred charges starts in August and ends in October.	3/27/2020
CMH	Columbus	M	• Reducing expenses with hope to lower airline costs • Some carriers will have an offset to their rents for April based on revenue sharing for calendar year 2019. • Deferring or canceling some capital projects that would have an impact on airline rates and charges.	3/27/2020
DFW	Dallas Fort Worth DFW	L	• Deferred April and May airline payments until July-September • Extended Use Agreement by one year	3/27/2020
FLL	Fort Lauderdale	L	• Deferring airline fees (terminal rents, landing fees, FIS, Per Use/Joint Use), as well as concessions/RAC MAGs in the month of April for repayment in equal installments May, June, July.	3/31/2020
RSW	Fort Myers	M	• For all fixed rents on airlines, the airport will defer all April rent for 60 days.	3/31/2020
FAT	Fresno	S	• Airlines have 120 days to pay for March, April, and May invoices.	4/8/2020
GRR	Grand Rapids	S	Rapids 4/7 • 3-month deferral of all landing/apron fees and terminal building rents. Acceptance of the deferral requires repayment before December 31, 2020.	4/7/2020
GRB	Green Bay	N	• 2-month deferral (April and May) for the airlines, concessionaires, rental cars.	3/31/2020
HOU, IAH	Houston	L & M	Under the airline agreements at George Bush Intercontinental Airport/Houston (IAH) and/or William P. Hobby (HOU), airlines are required to pay various fees under airport rates and charges including landing fees and terminal rents and fees (Airline Fees). Click here for full term sheet.	4/14/2020
JAX	Jacksonville	M	• Rent deferral (90 days)	3/31/2020
LEX	Lexington	S	• Deferring all airline payments until at least June 30. The airport are not waiving at the time but will defer any payments until a later date.	4/13/2020
LAX	Los Angeles	L	Here is a link to LAWA's Voluntary Disclosure with details.	4/14/2020
LAX	Los Angeles	L	• LAX is offering a two-month terminal rent and airfield fees deferral program to the passenger airlines for the months of April and May. The passenger airlines, who elect to participate, will be able to repay the deferred amounts over 6 months starting July 1, 2020 (the repayment accelerates if they do not execute the Amended and Restated Rate Agreement by the agreed upon deadline).	4/13/2020
SDF	Louisville	S	• Defer April-June payments for all fixed and variable charges. Repayment starts on January 1, 2021 and will be spread out over six months • Rent deferment to signatory airlines with respect to rentals, rates and charges imposed by the Airfield Use Agreement and/or Terminal Use and Lease Agreement/Amended and Restated Terminal Use and Lease Agreement Waive monthly Minimum Annual Guarantee payments for April 2020, May 2020 & June 2020.	4/2/2020
SMF	Sacramento	M	• Deferral of terminal and airfield rents, fees and charges for the period of April through June, 2020. Temporary economic relief will be available to all passenger airline and air cargo carriers with scheduled operations at County Airports. Airlines will continue to be billed on a regular basis so the Department can accrue revenues to the proper fiscal year. However, any delinquency fees will be suspended. Repayment will be recovered through the year-end settlement process.	4/21/2020
MKE	Milwaukee	M	• Reducing budgeted operating expenses • County has implemented a hiring freeze, travel ban, nonessential contract freeze, capitalized operating budget freeze. Any request for exemption must be approved by County. • Extending Use Agreement by one year (12/31/2020 to 12/31/2021) with a reduced 2021 CIP	4/13/2020
MGM	Montgomery	N	• Keep LANDING FEES rate at $4.20 retroactive to 1/1/20 instead of $6.77 as previously planned	3/27/2020
EWR, JFK & LGA	New York	L	• Signatory Airlines operating at JFK and LGA will be permitted to defer the remittance of Flight Fees due to the Port Authority for flight activity during the period of March 1, 2020 to April 30, 2020. Signatory Airlines operating at EWR will be permitted to defer the remittance of Flight Fees, Fuel Gallonage Fees, and Monorail/AirTrain Fees due to the Port Authority for flight activity and fuel gallonage volume during the period of March 1, 2020 to April 30, 2020. • Signatory Airlines operating at EWR Terminal B FIS will be permitted to defer the remittance of the Federal Inspection Space Charges and General Terminal Charges (FIS/GTC fees) due to the Port Authority for activities during the period of March 1, 2020 to April 30, 2020. • Repayment of all deferred fees shall be over a six-month term from July 2020 to December 2020. • Given the uncertainty of air travel activity in the upcoming months, the Port Authority will evaluate the then-current conditions and forecasts in late April to make an evaluation with respect to any ongoing relief for the periods thereafter	3/31/2020
ORF	Norfolk, VA	S	• The airlines' airport use and lease agreements do not provide relief for landing fees, rent and other rates and charges. Relief outside of what is stated in their agreements is not provided.	4/23/2020
PHX	Phoenix	L	• Agreed to cut O&M (operating and maintenance) by $20M through June • Deferring April and May rent and landing fee payments to June • Considering a 2-phased airline settlement after the current fiscal year ends	3/27/2020
PDX	Portland	L	• Granted a 60 day deferral of all rates, fees, and charges effective 4/1. Repayment without penalty, fees, or interest September – December 2020, in equal monthly payments. Available to Signatory and Non-Signatory passenger and cargo carriers.	3/31/2020

ATTACHMENT #2

ACI-NA Tenant Relief Survey

SLC	Salt Lake City	L	• Deferring landing fees and terminal rents for Airlines for April that are due July 2020 • Immediate hiring freeze and travel ban with an effort to reduce capital and discretionary spending	3/27/2020
SAN	San Diego	L	• The airport have offered a 90 day deferral of all charges of approximately three months' worth of billings. • SAN is not charging a $30 million major maintenance fund in FY21 (starting July 1) until settlement.	4/13/2020
SFO	San Francisco	L	• Twice weekly teleconference calls with the airlines • SFO is reviewing all of its professional service contracts that are non-essential but will keep contracts that are required safety and security or business compliance • Implemented an airport-wide hiring freeze except for key positions that are necessary for critical operations • Started to review capital projects that could be suspended that have not been bond-funded yet to reduce debt service expenses • Reviewing all aspects of the airport operations that can save operating expenses. SFO already closed its long-term parking garages and looking at the feasibility of closing boarding areas • SFO is in the evaluation process for any rent and landing fee deferral program. • Regarding the use of the cash reserves or balances, SFO will be using its PFC balance to offset our shortfall this fiscal year and do not plan to make a mid-year Rate adjustment. Next year is under evaluation.	3/30/2020
SBP	San Luis Obispo	N	• The airport will delay imposition of penalties and interest for any late rental or fee payable to the airport for March through May.	3/31/2020
SNA	Santa Ana	M	• Terminal rents deferred for March - June 2020; no deferment of all other airlines activity-based fees eg. Landing, RON and gate/operation fee; commence 6-months repayment of Deferred Rents effective July 1, 2020; no late fees if deferred rents are paid in full by December 31, 2020.	4/13/2020
SEA	Seattle	L	• Consider deferral of rent and landing fees on a month-to-month basis	3/31/2020
PIE	St. Petersburg/Clearwate	S	• Approved deferral of airline rents / landings fees rent for the period from April 1 to June 30, 2020 with a repayment period of July 1 to December 31, 2020.	
TPA	Tampa	L	• Offering Accommodations for Airlines. These Accommodations equate to an approximate waiving of one month of billings with repayment in 3 installments July through September. There are details in each that differ due to the differences in types of charges with regards to what qualifies for waiver and subsequent repayment.	4/19/2020
TXK	Texarkana	N	• 4-mo. rates and charges waiver (April 1 – July 31)	3/31/2020
TUS	Tucson	S	• For signatory airlines, deferral of fixed rents for April, May and June 2020 to be repaid in July, August and September, respectively. • Deferral of activity-based charges billed in March, April and May to be repaid in July, August and September, respectively.	4/6/2020
DCA & IAD	Washington D.C	L	• No action taken for now	4/1/2020
ART	Watertown	N	• Rent deferral for 1 to 6 month	3/31/2020
BDL	Windsor Locks (CT)	M	• Fixed Rents (Terminal rents, Jet Bridge rents, Apron, Maintenance Facility rents, etc.) due in April/May/June deferred for 90 days • Activity Driven Rents (Landing Fees, Per-Turn Charges, etc.) for activity in March/April/May typically due in April/May/June deferred for 90 days • Deferred payments due over 3 equal monthly installments over July through September 2020 • Airline's must be current on prior outstanding amounts to take advantage of Deferral offer • Airline's must consume all AL Revenue True-up and AL Net Revenue share credits related to FY19 (BDL is 6/30 FYE) before taking advantage of Deferral offer	4/6/2020

ATTACHMENT #2

WRAPm Commercial Tenant Survey

Responses to the Following inquiry:

Good afternoon WRAPm,

Our commercial tenants are looking for some direct benefit from the CARES money that is being directly granted to airports. The Airport has so far offered deferral of rents and fees for several month; however, tenants are asking for "abatement," meaning cancellation of rents and fees for a period.

1. Are you hearing this request from your commercial tenants?
2. Are you considering or planning to do this? If so what method would you employ?
3. Are they applying for/receiving grants or loans from the CARES funding?
4. What is your understanding of the FAA policy regarding this with respect to grant assurances?

	1	2	3	4
Airport	**Are you hearing this request from your commercial tenants?**	**Are you considering or planning to do this? If so what method would you employ?**	**Are they applying for/receiving grants or loans from the CARES funding?**	**What is your understanding of the FAA policy regarding this with respect to grant assurances?**
City of San Diego		The City of San Diego is providing small businesses (100 Full-Time employees or less as of February 28, 2020) a rent deferral for a period of up to three (3) months, commencing with Lessee's rent payment due on April 1, 2020. A business tenant must request a rent deferral in writing to commence the process. A Rent Deferral is granted on the following conditions in an agreement: 1. The Deferred Rent shall be due and payable to the City no later than April 1, 2021. No interest or late fees will accrue on the Deferred Rent, so long as it is repaid to the City no later than April 1, 2021. 2. To the extent authorized by law, Lessee agrees to first pay the Deferred Rent with any monies paid to Lessee pursuant to any business interruption insurance coverage or other monies secured by Lessee as financial relief as a result of COVID-19. 3. Within one week of the Request, Lessee shall provide to the undersigned documentation or objectively verifiable information that Lessee is unable to pay rent due to the financial impacts related to COVID-19, as set forth in Ordinance O-21177. 4. Except as specifically set forth in this Rent Deferral, all other terms and conditions of the Lease remain in full force and effect.		
CITY OF SANTA BARBARA	Yes. Rental Cars	No.	Some have applied for loans if they qualify.	FAA puts the onerous on airports to live up to grant assurances 22 and 24, stopping short of saying "don't abate rent." Also requiring consultation with other impacted stakeholders, which would be airlines under
Denver International Airport		we are offering a 3 month rent deferral to airlines and airline service providers to be paid back by the end of 2020. The tenants must be in compliance with their leases (insurance, sureties, payments) to participate.		
Fresno Yosemite	Currently only one tenant, an FBO, is requesting rent abatement.	No. We are allowing for deferrals up to 120 days, but have been advised by our CFO that abatements would be a violation of the terms of Bonds (and possibly with the FAA based on Grant Assurances).	Yes	It is our understanding that they are basically leaving it to the Airport to decide. That said, deferrals up to 120 days have been offered and provisions of the contracts are being followed (MAG suspension for RAC
Hollywood Burbank Airport		In Burbank we deferred the rentals of the airlines for 3 months (April-June) with the settee payments to be repaid by December 31st. We did waive the minimum guarantee of the airlines and our concessionaires but maintain a 10% of gross revenue laymen t. Also, any rents for space is not waived nor deferred	I know some airports are assisting their small businesses to apply for SBA loans as part of CARES.	The FAA has stayed that waivers are not allowed but waivers can be given but that they are to be paid back to the airport.
John Wayne Airport, Orange County	Yes	No.	Some have, most haven't	Deferment is okay, and abatement is questionable. JWA (SNA) has offered 120 Day Deferremnt of MAG, repayable with no interest starting in July with up to 6
Kenai Airport	we have had no requests as of this			
Laughlin/Bullhead Int.		So far, we are only deferring rent. We are doing a combination of 100% and 50% deferrals from anywhere from 2-4 months depending on case.		
Mineta San José International Airport		SJC has received approval from City Council to provide all airlines (not ground handlers) a 3 month Rent deferral, no late fees. The tenants must be in compliance with their leases (insurance, sureties, payments) to participate.		

ATTACHMENT #2

WRAPm Commercial Tenant Survey

	1	2	3	4
Airport	**Are you hearing this request from your commercial tenants?**	**Are you considering or planning to do this? If so what method would you employ?**	**Are they applying for/receiving grants or loans from the CARES funding?**	**What is your understanding of the FAA policy regarding this with respect to grant assurances?**
Oregon Dept. of Aviation		Oregon Department of Aviation (ODA) will be offering (to those that ask) deferred payments up to 6 months, and 24 months to pay back in equal payments no interest. As well as, be in "Good Standing" with ODA compliance with their lease (insurance & payments) to participate. We are not going forgive their rent.		
Salt Lake City		Salt Lake City Department of Airports has the following COVD-19 relief items in place. 1. Airlines and Cargo Carriers will have their March fees (billed in April) deferred. These include terminal rents, landing fees, RON fees, joint use fees, and FIS charges (Airlines). Landing Fees (Cargo Carriers). Repayment of the Fees shall be as follows; (1) fifty percent (50%) of the Fees shall be due by July 31, 2020 and, (2) the remaining fifty percent (50%) shall be due by August 31, 2020. In order to engage this offer and receive Relief, the Airline/Cargo Carrier must be current on all outstanding billings as of April 15, 2020. 2. Concessions will suspend until further notice the requirement for Concessionaire Tenant to pay a Minimum Annual Guarantee {MAG). 3. RAC's will suspend until further notice the requirement for Concessionaire Tenant to pay a Minimum Annual Guarantee {MAG). Additionally, the SLCDA waived fees in connection with new overflow parking described in the notice. As a separate issue, which relief was granted later, SLCDA suspended the requirement for Concessionaire Tenant to pay Overflow Vehicle Storage fees through June 30, 2020. 4. Skydive Operations was granted relief pursuant to the Force Majeure Clause. The key portion of the relief letter states: Pursuant to Governor Herbert's Stay at Home, Stay Safe" Directive (effective March 27, 2020 through 11:59 p.m. on April 13, 2020) this government restriction has affected your business as contemplated by said provision. As such, Salt Lake City Department of Airports will not consider you in breach of our agreement and you "shall have a reasonable time after cessation of any of such causes within which to render performance delayed thereby." 5. FBO, Concessions, and RAC's have modifications to their hours of operations. 6. Lease Tenants will have their annual CPI adjustments deferred to October 2020.		
Seattle-Tacoma International Airport		At SEA, we have not offered any rent abatements (although I understand in certain circumstances are allowable) just deferrals for 2 months of airline rents and landing fees. We are considering a similar offering to our airline service providers, which have leases in many of our commercial buildings and offices in our terminal. We do not intend to offer any relief to commercial tenants with land leases.		
Ventura County		The Ventura County Board of Supervisors approved the Ventura County Airport's proposal for rent deferment for April and May with no late fees/interest which must be repaid within 12 months. A form lease amendment must be signed evidencing the agreement, which contains an attestation of hardship, and we have additional asked for backup information relating to the hardship (drop in fuel volume and the like).		

ATTACHMENT #3

Juneau International Airport
Tenant & Users Group

April 22, 2020

Re: CARES funding for the Juneau International Airport

Patty Wahto
Manager
Juneau International Airport (JNU)
Via email

Patty,

We are writing to be express our need for aid from the airport. Tenants of JNU have had and will continue to have their businesses affected by this COVID-19 pandemic. The economy of Juneau is greatly reliant on transportation, whether it is bringing visitors to town, residents travelling for business, or politicians coming to the State Capital to help govern the state.

The Federal Government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020. Part of this relief act was $10 Billion in grants for airports. Of that $10 Billion, JNU received a $21,736,343 grant.

In the white paper, “Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations” issued by the FAA on April 04, 2020. On page 3 of this document they address Rent Abatement.

In this 4 paragraph section there is one paragraph that really applies to our situation. The whole document applies but this paragraph is particularly applicable.

“Sponsors considering such relief are encouraged to consider the business situation of the tenant; the changed circumstances created by the public health emergency; the desirability of having solvent tenants that can resume normal operations when the emergency ends; the availability of other governmental or insurance relief that such entities have or may receive; an appropriate term for such relief; and possible subsequent conditions that, if triggered, would end the abatement. Such a condition could be the receipt of other governmental forms of relief; insurance recovery, if any; or an end to the emergency.”

Due to the current financial situation of the commercial operators who are airport tenants that have and will have their earning season negatively affected by this pandemic we are requesting relief of commercial land and terminal space lease payments for a 12 month period effective July 2020 through June 2021.

Because of the pandemic and the crippling effects on the budgets of many JNU tenants we are requesting the money from the CARES Act grant be used to supplement the Airport budget shortfalls for FY 2020, 2021 and 2022.

Kent Craford
Alaska Seaplanes

Holly Johnson
Wings Airways

Edward Keisel
Ward Air

Gary Thompson
Admiralty Air Service

Eric Main
Temsco Helicopters

Jason Kulbeth
NorthStar Helicopters

Michael Wilson
Coastal Helicopters

Tom Williams
Ward Air

Kristi Elliott
Hummingbird Hollow Gifts

Christopher Wooster
Atlantic Aviation

Scott Van Valin
Island Air Express

From:	hummingbirdhollowgifts@gci.net
To:	Jerry Godkin
Cc:	Patty Wahto; Airport Board; Beth Weldon
Subject:	Re: Letter for consideration
Date:	Thursday, April 30, 2020 12:59:23 PM
Attachments:	FEB P&L.pdf HHG P&L.pdf

Hi Jerry,

Thank you for your response and giving me the opportunity to explain. As another business owner and someone who is responsible for their own bottom line as well as your own livelihood and possibly others I am thankful that you posed the question.

A heavily discounted rent is subjective compared to what we have received and the expenses incurred to remain in business. Our current space is almost half the size from the previous space. This is reflected in the reduction of rent as it typically would be as rent is based on sq footage. The new space is a temporary space located in less desirable less visible location this is also reflected in the rent much like you would not pay the same price for a spot on Seward Street as you would S. Franklin. We were told for 18 months from the beginning of the the design process that we did not have to move from our current location. We acquired inventory for the upcoming tourist season and and to last throughout the year based on the old location that we we told we would occupy. We later realized that we had to move locations to remain in business and not be stuck with 200k of inventory. We incurred moving expenses. We now have a monthly storage fee because of the fixtures we had to remove. We incurred the expense of loss revenues by being forced to shut down over Christmas break - the busiest retail time of the year only for the shop to sit empty. My husband and I both lost wages due to taking time off from our other jobs to move the shop. We incurred the expense of paying employees to help with the move so they could maintain their lifestyle when we were not generating any income. I do not feel like we received some great discount on rent due to the fact of all the expense that we incurred as well as the limitations of generating the revenue that we had previously. The rent is reflective of all of that. Our lease was created specifically during a time of construction which would typically be offered at a lower rate due to business interruption reflective of the construction process having an impact on business. All of these factors affect business and should, and typically is reflected in a reduced rent. The past owners who had been thru the first construction remodel advised me to walk away if I had to pay any rent. I chose to not do so as mentioned earlier, I was fully stocked now with inventory and no way to dissolve it without taking a huge loss. To answer your question, no our rent, is not that much comparatively speaking but neither is our revenue.

To address this point I have attached our P&L comparing this years 2020 income so far to what we had done in 2019 during the same months. It also includes a comparison of our biggest expense which is payroll and then rent. The payroll numbers will not change. I have to remain open the same amount of hours a day. I have to maintain the same amount of employees to cover those hours. I have to pay them the same amount of pay which is standard for retail. No matter what the sales do, payroll will remain the same. What will not remain the same and has not so far is the income.

You will see that Income is down by almost 75% compared to last year. We are experiencing a LOSS of $71,408.32 THOUSAND DOLLARS in a 4 month period. For a business my size that is huge! 2020 income would have barely covered 2019's payroll by $61.43. Of course once we open again we will generate some revenue, however based on flight load data it is going to be minuscule. Typically flight loads would be between 600 to over 1000 in these coming months. Of all of the travelers in the airport, I capture 10% of the flight load numbers pretty regularly. I track the flight loads to the amount of sale transactions that I make and it is always within 10 percent. Recently flight loads are ranging anywhere from 18 people a day to 65 people a day. 6 people a day is hardly enough to keep the lights on. I understand that the number will increase but it is not going to increase to the size that we had in the past? The types of travelers will be different as well. We are not going to see the independent traveler this year. As a local are you going to come in and buy Juneau Mugs, Juneau key chains, and totem poles? Our bread and butter is out of state travelers which will not be here this year. To speak to this point I have included a P&L for February 2020 that I would like to reference. During the month of February we were fully operational open all hours and fully staffed. I feel that this is a good representation of what we are facing here in the upcoming months because it represents lower flight loads of passengers coming thru the airport which is potential customers for us. It also is indicative of the type of traveler we are going to see this summer- local, instate and business who do not spend as much as the tourist or independent traveler. The income on February's P&L is graciously what I am forecasting and as you can see from the bottom line things are not looking good. .

I help operate a vacation rental. It was booked to 90% capacity for the entire summer in January. All but 2 reservations have cancelled now and the reason that they are still coming is that they used to live here and are coming back to visit family and friends. It is apparent from every angle that people are not willing to travel here this year.

I hope by providing the numbers it can help you better understand our position The airport has been afforded an opportunity to keep everything operational which should include all of us businesses and our employees as well. When all of this is over are we striving to have a big empty airport with no gift shop, no car rentals, small airplanes, or helicopters? In the grand scheme of thing in the airport world my rent is insignificant. Comparing it to 21 million dollars our rent IS pocket change. To a business in the red it could mean the difference of going out of business or not.

Again, thanks for your consideration.
Kristi Elliott

From: "Jerry Godkin" <Jerry.Godkin@juneau.org>
To: "Kristi Elliott" <hummingbirdhollowgifts@gci.net>

Cc: "Patty Wahto" <Patty.Wahto@jnuairport.com>
Sent: Wednesday, April 29, 2020 4:57:24 PM
Subject: Re: Letter for consideration

Letter received. My understanding is you don't have much rent costs as of now as a full rental agreement would have. So I don't know that their is much left to abate? We will let the FAA guidelines help us sort it out. Meetings are planned for next week.

Jerry Godkin
Airport Board Chair

From: hummingbirdhollowgifts@gci.net <hummingbirdhollowgifts@gci.net>
Sent: Wednesday, April 29, 2020 9:59 AM
To: Patty Wahto; Airport Board
Cc: Beth Weldon
Subject: Letter for consideration

Hello,

Please find the letter attached requesting rent abatement for the airport gift shop Hummingbird Hollow Gifts.

Best regards,

Kristi Elliott

Hummingbird Hollow Gifts

1873 Shell Simmons Dr.

Juneau Alaska 99801

April 29, 2020

Dear Mrs. Wahto and Airport Board Members,

As a tenant of the Juneau International Airport I would like to again request consideration of rent abatement due to Covid-19.

One important purpose of the CARES Act is to support and stabilize local businesses and keep people employed during this economic downturn. Rent abatement is one way of accomplishing this for the airport tenants.

In the memo from the FAA on April 4, 2020 titled "Information for Airport Sponsors Considering Covid-19 Restrictions or Accommodations"

https://www.faa.gov/news/media/attachments/UPDATED%20Information%20for%20Airport%20Sponsors%20Considering%20COVID-19%20Restrictions%20or%20Accommodations.pdf

it is addressed on page 3 that rent abatement is an option and is a local decision as well as supported within the grant. As also stated, when considering this option, consider how the businesses circumstances have changed to no fault of our own. The steep decline of traffic volume in the airport and tourism could potentially put us out of business. Abatement to rent could change that trajectory. Keeping airport businesses solvent is in the best interest of the airport as well as the City and Borough of Juneau.

Your consideration is greatly appreciated.

Kristi Elliott

Tom Gallagher

Hummingbird Hollow Gifts

Cc: Beth Weldon

ATTACHMENT #3

COASTAL HELICOPTERS, INC.
8995 Yandukin Dr. Juneau, AK 99801
907-789-5600 Fax 907-789-7076
mwilson@coastalhelicopters.com

April 30, 2020

Patty Wahto, Airport Manager
Juneau International Airport Board
Via email

Dear Patty and Board members.

Coastal Helicopters is requesting financial relief in the form of land lease abatement for a 12-month period beginning July 01, 2020. We are requesting this relief in response to the COVID-19 health emergency.

Beginning March 19, 2020 our revenue was negatively impacted by this COVID-19 health emergency and we expect the negative effects to our revenue to continue for an extended period of time. We have a number of our helicopters parked in the hangar; we are hoping to have increased visitors and business in 2021 to bring them back online. We have invested large amounts of money into infrastructure to support our tour operations. Because of the COVID-19 health emergency we will not have the visitors to Juneau to support the need of this infrastructure in the earnings season of 2020.

The Airport Tenants & Users Group submitted a letter to the Airport Manager and copied the Airport Board requesting rent abatement and to use the entire amount of the CARES funding for airport operating expenses, more specifically to supplement the airport budget deficits for the next 3 fiscal years. During the special Airport Board meeting Ms. Wahto indicated the airport can not adjust rents below fair market value. Is it possible to discuss this further so I can understand why rents cannot be abated during this health emergency? Can we please schedule a Finance Committee meeting so we can explore this issue and get more detailed responses to questions?

I have included 2 paragraphs from the FAA Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations:

Rent abatement / minimum annual guarantee: A decision to abate rent (including "minimum annual guarantees" and also encompassing fees) is a local decision. Rent abatement should be tied to the changed circumstances caused by the public health emergency, and done in accordance with Grant Assurances 22 and 24, as well as related statutes. Where abatement results in shifting costs between various classes of airport tenants and users, the airport sponsor is encouraged to consult with all affected parties and implement a consensus approach if possible.

If a sponsor (or airport tenant, whether aeronautical or non-aeronautical) desires to renegotiate rent, a reasonable basis for such an action might be established if the underlying basis for such rent has temporarily declined or materially altered due to COVID-19. In such circumstances, the offer of accommodation in the form of rent abatement is not barred by the grant assurances as long as it is reasonable under the circumstances and reflects the decline in fair market value, loss of services, and/or changes to volume of traffic and economy of collection.

ATTACHMENT #3

The Juneau International Airport received $21,736,343 in funding under the Coronavirus Aid, Relief and Economic Security Act. We request financial relief and assistance as a tenant because of the "decline in fair market value, loss of services, and changes to the volume of traffic and economy of collection" due to the COVID-19 health emergency. As a tenant we want to see the airport management use these funds to supplement the operational shortages (rents and fees) and leave the airport fund balance in place. Operational fees (flowage fees, landing fees, etc.) will be paid as expected since these fees are a direct result of operations and reflect a generation of revenue.

Michael Wilson
General Manager
Coastal Helicopters, Inc.

ATTACHMENT #4

Alaska AIRLINES

April 23, 2020

Patty Wahto
1873 Shell Simmons Dr.
Juneau, AK 99801

Via Email

Dear Patty,

We appreciate the collaboration between the Juneau International Airport ("Airport") and Alaska Airlines ("Alaska") as we collectively face the challenges and devastation to our people and the economy by the COVID-19 virus. At Alaska, our priority has been the safety of our employees and guests.

Like Alaska, we know the Airport is actively working to figure out how best to use the resources available to fight this unprecedented impact to its business and stakeholders. We're incredibly grateful that Congressional leadership and the administration recognized the unique and profound impact of this crisis on aviation and took action to support aviation workers.

Likewise, we were pleased to see that the CARES Act provided additional funding for JNU, an amount we understand to be $21.7M. We've articulated below some factors and perspective to consider as the Airport contemplates how best to utilize those federal grants and welcome the opportunity for further discussion.

Federal Airline Support Under the CARES Act

We at Alaska have long prided ourselves on prudent financial management and started 2020 strong. We had paid down 75% of the debt taken for the Virgin America acquisition, to reach industry-leading debt-to-capitalization ratios. We had a strong balance sheet, had integrated all labor group contracts including pay raises for workgroups, and matured new markets to be primed for growth.

As we began seeing the effects of this crisis, we took rapid and significant action to further cut costs and preserve cash, including executive pay cuts from 20-100%, suspending dividends and the share repurchase program (not frequently used at Alaska), reducing capital and operating expenses, and offering voluntary employee leaves with full benefits coverage. Our aim was to do everything possible to avoid furloughs and to enable long-term sustainability for the company.

However, due to the rapid and severe elimination of demand and now near-zero revenue, federal support is essential for sustaining employment and for sufficient liquidity to continue operations. CARES Act provided two forms of financial support

1) Payroll Support Program grants. These funds must be used solely for payroll support – we are essentially a pass-through vehicle for the funds from the federal government to employees. However, due to the distribution of funds across all carriers large and small, these funds will not cover 100% of payroll costs. A portion of these funds will be held as a low-interest loan by the U.S. Treasury, with repayment required. But we're deeply grateful that they enable us to preserve

current employment through September 30 and give us time to cut costs and evaluate the recovery.

2) Loan Program. Additionally, the US Treasury has made secured loans available at favorable rates, to support continued liquidity for operations. This liquidity will be allocated across carriers and must be repaid. The process to apply for loans is still ongoing.

Even with these steps, we still only have 5-6 months of cash reserves. We will continue to take whatever steps are necessary to protect the long-term viability of Alaska Airlines.

Alaska Airlines believes that the intent of the CARES Act is to provide immediate relief to workers AND to ensure the viability of the aviation industry as a contributing sector to the overall economy. While the airport grants authorized have different statutory restrictions, we believe the Congressional intent to be the same: 1) ensure workers have jobs and receive paychecks in the near term and 2) ensure the viability of the aviation industry in the aftermath of the immediate crisis to provide for the long term.

The Airport Ecosystem and Grant

While the CARES Act provides specific opportunities for relief available to airlines, airports, and other airport small businesses, the levels of federal government funding currently authorized, while essential, will only provide limited assistance and a form of temporary life support.

Alaska supports CARES Act funding be prioritized so as to maximize the intent above and truly fund those areas targeted by Congress, including for the benefit of employees, stakeholders, and the on-going viability of the aviation industry:

1) Directly funding JNU payroll. With a retention requirement stated in the bill, we believe this to be a primary congressional and FAA intention.

2) Offsetting direct Operating and Maintenance costs with a focus on those businesses with direct payroll expenses, including those associated with the COVID-19 virus.
3) Support Capital programs with remaining funds.

We believe adopting the above to be consistent with both the congressional intent in CARES and geared to assist those entities who need it most.

Finally, we truly value the partnership with the airports and communities we serve, and fully recognize that airports, too, are dealing with unprecedented revenue shortfalls. But we believe that working together we can survive and ultimately thrive once again, building an airport for the future for the industry of the future. We look forward to embarking on this journey with our airport partners, keeping Alaska Airlines and JNU the thriving state treasures they have historically been.

Thank you in advance for the partnership.

Regards,

Shane Jones
Vice President – Real Estate and Development

May 7, 2020

Mr. Jerry Godkin
Chairman
Juneau International Airport Board
1873 Shell Simmons Dr.
Juneau, AK 99801
Sent electronically to jerry.godkin@juneau.org

Dear Mr. Godkin,

Thank you for considering airport users and tenants' input regarding Juneau Airport's CARES Act grant funds. Alaska Seaplanes wholeheartedly supports the written comments of Mike Wilson of Coastal Helicopters and Ed Keisel of Ward Air with respect to the impact of Covid-19 on our industry, and the call to protect Juneau's aviation jobs. I will not elaborate on their well-made arguments.

Instead, I would like to draw the board's attention to a recent airport finance disclosure that received little notice at the time but should have significant bearing on your discussion this evening.

At the March 19th airport board special meeting to review and approve the budgets, the Airport Manager disclosed the following in the agenda:

As staff worked on fee increases in the [revenue allocation] *model, it was apparent that all land lease revenues were in one line and allocated as 85/15, rather than put into their respective user group (121/GA-135). Staff has corrected this revenue in the model which now shows separate land lease revenues for GA/135 users, 121 users, and revenue neutral non-aviation (land side) users (which is allocated at the 85/15). The result is that the deficit budget shows the large carriers (121) users carry the deficit in full.*

This revelation is far more than an "oopsie." For FY21 and FY22, the miscalculation resulted in a projected total overcharge on 135 operators in the amount of $224,350.

When asked at the meeting how long 135 operators had been overcharged due to the formula error, Mrs. Wahto couldn't say. While we have little doubt that this was an innocent mistake, it nonetheless has potential ramifications in the several hundreds of thousands of dollars and should be rectified.

Kalinin Holdings, Inc. dba "Alaska Seaplanes"
8907 Yandukin Dr., Juneau Alaska 99801

ATTACHMENT #5

Therefore, we request that the airport board hire an independent accountant to review the annual iterations of this model going back to its development, investigate the origin and duration of the calculation error, and quantify the amount of cumulative lease revenue under-attributed to the 135 operators. Upon determining the amount of overpayment, we ask that the airport then refund 135 operators for that amount, inclusive of the amount collected and attributed to the current fiscal year and projected amounts for FY21 and 22.

We appreciate the board's support to correct this recently revealed but apparently longstanding error; a return of these overpayments to Part 135 operators could never be timelier.

Sincerely,

Kent Craford
President

cc: Airport Board
Patty Wahto, Airport Manager
CBJ Assembly
Tom Williams, Ward Air
Mike Wilson, Coastal Helicopters
Holly Johnson, Wings Airways

ATTACHMENT #6

WARD AIR, INC.
8991 Yandukin Drive
Juneau, AK 99801

May 5, 2020

Jerry Godkin, Chair
CBJ Airport Board
Juneau International Airport
1873 Shell Simmons Dr., Ste. 200
Juneau, AK 99801

Dear Mr. Godkin,

At the last Special Airport Board meeting the Board appropriately decided to allocate all of the $21.7 million that the airport is scheduled to receive from the federal government to help offset the effects of the COVID-19 pandemic to airport operations and maintenance. The Board rightly resisted the temptation to allocate $11.9 of those funds toward a capital project before knowing the full extent of the effect the pandemic will have on tenant and consequently airport operations.

Since the effects of the pandemic on air carrier operations could last as long as 3 or 4 years, it is our understanding that the legislation granting the funds to the airport allows the funds to be used for the next 4 years.

Inasmuch as air carriers are, and will be, experiencing a decline in business and the airport primarily relies on revenues generated by air carrier business, the funds provided by the federal government are important to help ensure the viability of both the airport and the air carriers operating at the airport.

At its last special board meeting, CBJ Mayor Beth Weldon encouraged the airport manager and Board to use those funds to not only ensure the airport remains functional but, to the extent possible, provide help to Airport tenants. After all, as a CBJ enterprise fund, in the long run it is the tenants' business operations that ultimately provide the airport its operational funding. To the extent that a tenant or group of tenants can no longer afford to operate on the airport, the airport will experience a larger decline in ongoing funding.

While we were encouraged by some of the proposals put forth at Airport and Assembly's joint working session last Friday afternoon, we recommend that the airport place the highest priority on ensuring the federal funds remain at work at the airport and are not redirected to the CBJ.

With this in mind, we specifically request the Airport Board and Airport Manager to:

1. Hold the maximum amount of funds that are likely to be needed to offset the decline in fuel flowage fees, landing fees, Passenger Facility Fees (PFC) fees as well as reduced parking lot revenues and concession revenues until such time as the business climate has returned to sustainable levels and the federal funds are no longer required;

2. Avoid committing funds to pay debt repayment for General Obligation Bonds for Airport projects that were approved by the voters. Although this may technically be an allowable expense because they are GO bonds, they are not expenses being funded by the airport. As a result, the effect is to supplant CBJ expenses, not airport expenses;

3. Provide commercial tenant relief by waiving (not deferring) land lease and space rental payment for at least the next 12 months, with the business climate for commercial tenants to be evaluated at that time. If there has not been sufficient recovery of the business climate, consider extending the waiver of those fees for another year. Make further waiver dependent the economic climate at the end of the extension.

   As you know, several commercial operators have asked for commercial land lease and terminal rent relief using a relatively small portion of the $21.7 million to offset the waived rental income. However, the Airport Manager has apparently been advised by the FAA that this is not allowed by the FAA. This apparent determination by the FAA seems at odds with the whole intent of the CARES Act and related legislation. Accordingly, in an Alaska Air Carriers Association (AACA) zoom meeting with our congressional delegation last week, we made a request to get that corrected, if indeed that CARES Act does not supersede normal FAA guidelines. We request the Airport Manager's and the Board's support in the necessary action that will allow commercial operators whose revenues have been diminished by the COVID pandemic to have land leases and terminal rents permanently waived until the business climate has significantly recovered; and

4. Avoid using any of the Airports' current tenant paid fund balance, including the $2 million reserved for emergency operations and the $1.5 million in excess fees

ATTACHMENT #6

collected from the tenants, until all $21.7 million of the federal assistance funds have been exhausted for airport operations and maintenance.

In summary we believe the reference federal funds must be used exclusively for Airport and tenant relief, and not diverted to other uses.

Thank you for your consideration.

Edward K. Kiesel

President

cc: *CBJ Airport Board*
Patty Wahto, Airport Manager
CBJ Mayor Beth Weldon
CBJ Assembly
Amy Fuller Lyman, Alaska Airlines
Kent Craford, Alaska Seaplanes
Mike Wilson, Coastal Helicopters