

AIRPORT BOARD
AGENDA
6:00 P.M., TUESDAY, **SEPTEMBER 6, 2016**
ALASKA ROOM

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES:
 - A. Regular Monthly Meeting of August 9, 2016
- IV. APPROVAL OF AGENDA
- V. PUBLIC COMMENTS
- VI. COMMITTEE APPOINTMENTS
- VII. UNFINISHED BUSINESS
 - A. **Airport Leasing Policy (Attachment #1).** The current Airport Leasing Policy (2002) was in need of an update to reflect the current policies of the Airport. Staff presented a draft leasing policy to the Airport Operations Committee at two meetings (August 12, 2016 and August 18, 2016) to work on the policy in detail. Attachment #1 is the result of those meetings. The Law Department reviewed the final draft and made minor grammatical changes. A link to the current and old Policy also went out to tenants (via email) for public review/comment from August 22, 2016 to September 1, 2016. No further comments were received. Some of the major policy changes (as presented in Attachment #1) include (but are not limited to): full restructuring of the format to make it easier to follow, airport land use defined, development in areas designated for future need, procedures for leasing property, term schedule for both commercial and non-commercial land leases, tenant and airport responsibility for disposal of leasehold improvements, subtenant/assignment language, and defines investment to include purchase of hangar/improvements. A special thanks to Tom Williams, Ward Air, for his time to review and provide draft and guidance on the Policy.

The current (2002) Airport Leasing Policy may be found on the Juneau Airport's website at: <http://www.juneau.org/airport/documents/LeasingPolicy.pdf> for comparison.

Board Motion: *Approve the adoption of the Airport Leasing Policy, as shown in Attachment #1, for immediate implementation.*
- VIII. NEW BUSINESS
 - A. **Juneau International Airport (JNU) Runway Safety Area (RSA) Improvements – Phase IIB (2B) Bid Summary.** JNU Runway Safety Area Improvements - Phase IIB

(which includes the Geothermal Loop Field work), Contract E17-045, construction bids were opened at 2:00 p.m. on August 24, 2016, with the following results:

BIDDERS	TOTAL BID
SECON	\$3,974,321.00
Miller Construction Co., Ltd.	\$4,020,072.00
Admiralty Construction, Inc.	\$4,243,578.00
Glacier State Contractors, Inc.	\$4,514,412.90
<i>Engineer's Estimate</i>	\$4,362,263.20

The protest period ended Friday, August 26, 2016. Following Airport Board approval of the bid, a recommendation to award the total bid in the amount of \$3,974,321.00 will be forwarded to the CBJ Assembly for approval on September 12, 2016. The contractor is also required to submit all subcontractor and Disadvantaged Business Enterprises (DBE) documents by September 1, 2016, to be deemed responsible. Approval of contract award is also pending Federal Aviation Administration (FAA) grant award and appropriation. Please note that this bid covers the *construction costs* for the RSA Phase IIB design/construct project which includes the design/construction component for the Geothermal Loop Field for Snow Removal Equipment Facilities (SREF).

Board Motion: *“Approval of contract award to SECON in the amount of \$3,974,321 for Contract E17-045 JNU Runway Safety Area Improvements, Phase IIB, pending acceptance of final contract documentation and appropriation of Airport Improvement Program grant, and forward to the Assembly for final bid acceptance.”*

B. Juneau International Airport Runway Safety Area Improvements – Phase IIB Grant Appropriation. Staff has applied for an FAA Airport Improvement Project (AIP) grant for the design and construction of the RSA Phase IIB; total project cost for this phase is \$3,556,000. The FAA will participate at 93.75% (\$3,333,750). At the July 18, 2016, Airport Finance Committee meeting, the Committee approved to forward fund up to \$450,000 of Airport Fund Balance for the remaining 6.25% match (local match, and forward fund state match), plus \$190,000 in contingency funding for this project and Taxiway A/RIM project. The Airport will apply for the Alaska State Department of Transportation (ADOT) match (3.125%) separately, once the FAA grant has been received. The Airport will pursue any eligible grant reimbursement for the contingency funds, as well as apply for reimbursement of local match through a future Passenger Facility Charge (PFC) application for their share (3.125%) of the total project. The Airport anticipates the Federal grant in-hand within the next week or two.

Board Motion: *“Appropriate a Federal Aviation Administration Airport Improvement Program grant in the amount \$3,333,750; and up to \$412,250 of Airport Fund Balance for local match, forward-funded Alaska State Department of Transportation match and*

contingency funds, to the Juneau International Airport Runway Safety Area Phase IIB Capital Improvement Project, and forward to the Assembly for final appropriation process. Staff will pursue any eligible reimbursement for contingency funds used.”

C. Juneau International Airport Design and Construct Geothermal Loop Field for Snow Removal Equipment Facilities Grant Appropriation. Staff has applied for an FAA AIP grant for the design and construction of a geothermal loop field in the northwest development area to support the SREF; total project cost \$2,465,300. The FAA will participate at 93.75% (\$2,311,219). The Airport/Assembly previously appropriated a special State of Alaska Legislative Grant and CBJ Sales Tax for this project that will be, in part, used for local participation (3.215%) and to forward fund the ADOT portion (3.125%), as well as future phases not eligible for Federal grant. The Airport Finance Committee approved this at their July 18, 2016 meeting. Note that the FAA plans to issue one grant for the SREF and Geothermal Loop Field as one grant project. The Airport anticipates the Federal grant in-hand within the next week or two.

Board Motion: *“Appropriate a Federal Aviation Administration Airport Improvement Program grant in the amount \$2,311,219 to the Juneau International Airport Geothermal Loop Field for Snow Removal Equipment Facilities Capital Improvement Project, and forward to the Assembly for final appropriation process.”*

D. Juneau International Airport Taxiway A and Runway Incursion Mitigation (RIM) Planning Grant Appropriation. Staff has applied for an FAA Airport Improvement Project (AIP) grant for the planning of the Taxiway A rehabilitation project and Runway Incursion Mitigation (RIM); total cost \$360,000. This planning work is prior to design and construction which is scheduled to take place in 2017-18. The FAA will participate at 93.75%. The remaining 6.25% will be funded with local Airport Fund Balance, which the Airport plans to be reimbursed through a future Passenger Facility Charge (PFC) application. The Airport Finance Committee approved this at their July 18, 2016 meeting. The Airport anticipates the Federal grant in-hand within the next week or two. **NOTE: The figures for this grant appropriation may be updated at the time of the meeting pending scope of services for this Request for Proposal (RFP), and in coordination with FAA Planning.**

(Draft) Board Motion: *“Appropriate a Federal Aviation Administration Airport Improvement Program grant in the amount \$337,500, and local funding match of \$22,500 from the Airport Fund Balance to the Juneau International Airport Taxiway A and Runway Incursion Mitigation Capital Improvement Project, and forward to the Assembly for final appropriation process.”*

E. Juneau International Airport Geothermal Loop Field for the Snow Removal Equipment Facilities State Matching Grant. Upon receipt of FAA grant award, staff will submit the request for ADOT grant match in the amount \$77,040 for the Geothermal Loop Field for the SREF CIP. This grant is anticipated within the next few weeks and will be forwarded to the Assembly for appropriation.

Board Motion: *“Appropriate a State of Alaska Department of Transportation grant in the amount \$77,040 to the Geothermal Loop Field for the Snow Removal Equipment Facilities Capital Improvement Project, and forward on to the Assembly for final appropriation, pending grant receipt.”*

F. Juneau International Airport Runway Safety Area Improvements – Phase IIB State Matching Grant. Upon receipt of FAA grant award, staff will submit the request for ADOT match in the amount \$111,125 for the JNU RSA Phase IIB CIP. This grant is anticipated within the next few weeks and will be forwarded to the Assembly for appropriation. The ADOT grant award, as well as reimbursed contingency funds, will be de-appropriated (credit Airport Fund Balance) at a future date.

Board Motion: *“Appropriate a State of Alaska Department of Transportation grant in the amount \$111,125 to the JNU Runway Safety Area Phase IIB Capital Improvement Project, and forward on to the Assembly for final appropriation, pending grant receipt.”*

G. Funding Transfer – Geothermal CIP. Prior to receiving the ADOT match, staff intends to use Sales Tax funds from the SREF CIP, previously appropriated, as the ADOT match share, and replace the funds when the ADOT grant is awarded.

Board Motion: *“Transfer \$77,040 of Sales Tax funds from Snow Removal Equipment Facilities Capital Improvement Project to the Geothermal Capital Improvement Project to temporarily cover the ADOT match share; to be replaced upon receipt of the Alaska Department of Transportation grant award.”*

H. Airport Manager’s Report:

1. Airport Live “Wheels Rolling” Emergency Drill. A reminder that the Airport will be holding its triennial live disaster drill on Saturday, September 17, 2016. The Airport is still looking for volunteers to participate in the drill. If anyone is interested, please email the Airport directly at volunteer@jnuairport.com or contact Scott at 789-4001.
2. Airport Incident. On Friday, August 26, 2016, at approximately 6:00 p.m., an Alaska Seaplanes Services Cessna 207 made an emergency landing approximately 1500 feet short of Runway 26 in the wetlands. There were four persons on board the aircraft and all were able to walk away from the scene without injury. The Fire Department responded to assess the passengers and pilot and give them a ride to the terminal. Coastal Helicopters assisted in the recovery by slinging the aircraft back to the apron prior to the tide coming in. The FAA Flight Standards District Office has taken over the investigation.
3. Delta Air Lines Seasonal Service. September 1, 2016, marked the departure of Delta Air Lines for the season. They anticipate returning to Juneau for the summer

season in May 2017. Staff will continue to work with Delta to see about year-round service or lengthening their season.

4. Airport Engineer Report (Attachment #2)

5. Airport Architect Report (Attachment #3)

IX. CORRESPONDENCE:

X. COMMITTEE REPORTS

A. **Finance Committee:**

B. **Operations Committee:** Meetings were held on August 12, 2016 and August 18, 2016.

XI. ASSEMBLY LIAISON

XII. PUBLIC COMMENTS

XIII. BOARD MEMBER COMMENTS

XIV. ANNOUNCEMENTS

XV. TIME AND PLACE OF NEXT MEETING:

A. Airport Board, 6:00 p.m., October 13, 2016, Alaska Room

XVI. EXECUTIVE SESSION

XVII. ADJOURN



JUNEAU INTERNATIONAL AIRPORT

LEASING POLICY

As approved by the Airport Board on _____

I. Purpose

The Federal Aviation Administration (FAA), by way of its Airport Sponsor Grant Assurances, requires any airport developed with Federal grant assistance to operate for the use and benefit of the public and for the airport to be made available to all types, kinds, and classes of aeronautical activity on fair and reasonable terms and without unjust discrimination. In addition, these Airport Sponsor Grant Assurances require an airport sponsor to maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the airport and to avoid unjust economic discrimination within classes of users, taking into account such factors as the volume of traffic and economy of collection.

The purpose of the Juneau International Airport (Airport) Leasing Policy is to (1) provide sound, consistent guidelines through which the Airport can respond to the interests of financially stable and responsible lessees; (2) administer Airport leaseholds in accordance with its grant assurances; (3) insure the Airport's ability to meet its obligation to provide a stable revenue source for the Airport; and (4) provide guidelines for Airport related business decisions.

The leasing of Airport land is regulated and influenced by City, State, and Federal law including, but not limited to, the policies and rules of the FAA, formal policies adopted by the Airport, input from the tenants, users, community, and precedent set by the Airport Board.

II. Rates, Fees and Charges

FAA guidelines¹ require the Airport to make the airport as financially self-sustaining as possible.

To the extent feasible, aeronautical use² charges must be established on a cost recovery basis, while use of airport property for non-aeronautical facilities and/or services must be based on fair market value.

In specific circumstances which are not covered by established rates, fair market value will be determined by an independent appraisal of the specific parcel and the rental rate will be negotiated to achieve the Airport's intended return.

¹ 49 U.S.C. §47107(a)(13)

² Aeronautical uses include air taxi and charter, air carrier service, pilot training, aircraft rental, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and service, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute and ultralight activities.

ATTACHMENT #1

The Airport assesses rates and fees each year through the budget process and may adjust lease rates in accordance with the budget needs and tenant negotiations.

III. Land Uses

An Airport Master Plan (AMP) and an Airport Layout Plan (ALP) have been developed for the Airport and are updated periodically. These plans, which are reviewed and approved by the FAA and the Airport following public review and input, provide guidance to Airport staff and the Airport tenants in land use leasing decisions. The Airport lease documents specify permitted uses of Airport property and any land use restrictions which may apply. Please see CBJ Code 53.20 and 05.20.

IV. Authority to Lease

The Airport is owned and operated by the City and Borough of Juneau (CBJ). CBJ provides the Airport land, under CBJ Code Title 49 Lands, and the land is leased by the Airport, under CBJ Code Title 5 Juneau International Airport.

V. New Lease Requests

Airport property is leased on a first come, first served basis in accordance with the AMP, the ALP, the prospective lessee's proposed use or operation, and with the best financial interests of the Airport. Potential lessees shall submit a fully completed Lease Application with associated fees to the Airport together with such additional information as may be required for review by the Airport Manager. All commercial applicants must provide a business use and activity plan that meets airport minimum standards, as reflected in the Airport's Minimum Standards Document.

All applicants who submit a fully completed application for lease property with the associated fees will be put on the Airport Lease Wait List. The list is categorized by type of request (commercial, executive hangar, t-hangar, tie-down, and/or float pond). When space is available for a specific type of lease, in accordance with the AMP and the ALP, the applicants on the Airport Lease Wait List will be contacted in the order of application submission date. If the an applicant does not wish to pursue the available lease space, the next applicant who desires the same type of lease will be offered the available space for lease. Any applicant that chooses not to pursue the available lease property will not be removed from the Airport Lease Wait List or lose their rank on the Airport Lease Wait List and will be contacted the next time lease space becomes available for the requested lease type.

The Airport will issue a lease to an applicant only if the application meets the requirements of this leasing policy and provided:

- A. The proposed use is consistent with the AMP, the ALP, and the Airport Terminal Plan, if applicable, and other relevant CBJ land use planning documents;
- B. Approval will not constitute a violation of the FAA Grant Assurances;
- C. An applicant's commercial use of the property will comply with the requirements of the approved Airport Minimum Standards document; and
- D. The applicant and any proposed sublessees are in good standing with the CBJ including, but not limited to, the timely payment of all CBJ taxes.

From time to time, the Airport and CBJ Law Department may review lease terms and update the Airport's lease template as required, and as approved by the Airport Board.

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VI. Lease Agreements and Legal Review

The Airport leases may contain more restrictive clauses than private sector leases. Lessees will be required to assume the liabilities associated with possession and control of real property including, but not limited to, compliance with all Federal, State, and CBJ laws and regulations pertaining to the use, storage, and disposal of hazardous materials, storm water pollution prevention regulations, and air space protection and security of the airport.

The Airport leases are approved by CBJ and shall, at a minimum, conform to local standards of tenant responsibility and liability. Lease language is periodically updated to reflect changes in FAA regulations and real estate law.

VII. Lease Term

A. Airfield Standard Lease Term

The term of an airfield lease is determined by property designation in the AMP, the ALP, the prospective lessee's proposed use or operation, and the best financial interests of the Airport. Consideration shall also be given to a lessee's substantial capital investment in facilities and the requirement of a lender for a specific lease term. The standard lease term for a new stand-alone lease is based on the term investment schedule (Exhibit A).

Investment is defined as:

1. Construction and improvement costs on the lease parcel; or
2. The purchase or refinancing of the leasehold improvements on the property.

At expiration of a lease, a current lessee who is in compliance with all provisions of the current lease shall have the right to execute a new lease under the provisions of section VIII.

A lessee may request a conditional lease and construct leasehold improvement in an area designated for other future development in accordance with the AMP and/or ALP. In such case a lease may expressly stipulate that at the expiration, termination or cancelation of the lease, the lessee will be required to remove the leasehold improvements (see section X.) or that ownership of the leasehold improvements revert to the Airport or the CBJ.

B. Terminal Standard Lease Term

The length of terminal lease term is determined by the Terminal Plan, the prospective lessee's proposed use or operation, and whether it is in the best financial interests of the Airport. Generally, space in the terminal is leased for five years. If the Airport has plans to change the terminal, through renovation, strategic design, etc., leases may be offered on a month-to-month basis.

Concession leases are through CBJ contract bid or proposal for up to five years, with renewal options. Federal Government leases must comply with Federal procurement rules.

ATTACHMENT #1

C. Exception to Standard Term

On a case by case basis, the Airport Board may consider a significantly longer lease term to support Airport property development and to allow a lessee to amortize its investment based on the following criteria:

1. Significant initial capital investment;
2. Significant additional capital investment in current leasehold improvements;
3. Requirements of a lender for minimum lease term for those leases upon which leasehold improvements are used to collateralize loans, including the refinancing of an existing business operations;
4. Services provided to other Airport tenants and users;
5. Significant job creation;
6. Public infrastructure extensions which will benefit other parcels, such as roads, water, or sewer; or
7. Potential to attract other new aviation businesses.

VIII. Extensions of Existing Leases

A. General

1. At the end of a lease term, if a lessee is not in default of its existing lease, and if the leasehold improvements satisfy maintenance and appearance standards approved by the Airport, a new standard form lease shall be granted to the lessee, subject to the following exceptions:
 - a. If the lease is located in an area needed for future Airport development as outlined in the AMP (see section X).
 - b. If the Airport determines that a shorter term is necessary or appropriate in accordance with the AMP, the ALP, and is in the best financial interest of the Airport, the Airport may elect to approve a new lease for less than the standard term then in effect for similar property use.
2. At the expiration of the lease, the current Lessee shall have the option to execute a new lease under new lease provisions so long as the lease complies with section VIII.A.1.
3. A private hangar lessee may request the Airport to convert a private lease to a commercial lease if the leasehold improvements meet the Airport's Minimum Standards for the proposed commercial activity. If approved by the Airport Board, that parcel shall be converted to the commercial lease rate, rules and requirements of commercial tenants.
4. A commercial hangar lessee may request the Airport to convert a commercial lease to a private hangar lease if the lease was originally a private hangar and conforms with the AMP and ALP.

ATTACHMENT #1

B. Commercial

1. At any time during the lease term, a lessee may submit a proposal to the Airport for a new lease agreement or an extension of its existing lease. The Airport shall grant a new lease provided:
 - a. The lessee is in full compliance with the existing lease terms and conditions;
 - b. The Airport determines that there is no immediate need to use the property for Airport purposes when the current lease expires;
 - c. The existing or proposed property use is consistent with the ALP, AMP, and other relevant land use planning documents;
 - d. Lessee demonstrates a commitment to maintain or improve the leasehold improvements to the Airport's Minimum Standards.
2. The term of a new lease or lease extension(s) will be established, and approved, by the Airport, based on a determination of the following issues:
 - a. If the Airport's financial or operational interest is best served by a new or extended lease or expiration of the existing lease;
 - b. The value of proposed new and/or improved aviation or industrial facilities;
 - c. Whether the time needed to amortize the lessee's investment is longer than lessee's remaining lease term;
 - d. The reasonable period of time needed to amortize the lessee's proposed investment in improvements to its facilities and Airport property.
3. If no new capital investment is proposed, a new lease shall be executed, subject to the current standard commercial lease terms and conditions.
4. In areas established as general aviation or private hangar lease lots, a business lease (or assignment) may be approved by the Airport Manager, so long as the purpose of the lease remains as aircraft storage. No commercial activity (public for hire) or heavy maintenance may occur in these sites. This includes CBJ building code and lease insurance provisions.

C. Leases of Adjacent Property

1. Provided an applicant meets all other requirements of the Leasing Policy, lease of airfield property adjacent to a current lessee's existing airfield lease shall be considered an addition to the original lease and will be afforded the same term as the lessee's existing lease, unless the lessee applies for a longer term based on additional capital investment.

IX. Construction of Leasehold Improvements

Leasehold improvements must be constructed in accordance with the FAA, CBJ, and Airport guidelines. Height restrictions, lot-line setbacks, appropriate parking, building design, quality of construction, and other requirements are controlled by the FAA, CBJ building code, and the Airport. Prior to making substantial changes to the footprint or height of a leasehold improvement, a tenant shall first acquire the written approval of the Airport Manager.

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X. Disposal of Land Lease Improvements

The lessee owns the title to the leasehold improvements that they construct or purchase during the term of the lease, unless, at the time of construction, the lease expressly provides that the Airport (or the CBJ) is the owner of the leasehold improvements at the expiration of the lease.

At the expiration, termination, or cancellation of a lease:

- A. The lessee may sell the leasehold improvements to a new lessee provided the new lessee is in good standing with the CBJ (see section V). The lease may be assigned or a new lease generated with the new lessee as outlined in section VII; or
- B. The lessee shall remove the leasehold improvements at the lessee's sole expense if:
 - 1. The leasehold improvements do not comply with written Airport policies or are inconsistent with the AMP or ALP, at the time of construction; or
 - 2. The leasehold improvements are not sold under section X.A.; or
 - 3. The Airport makes written findings that the leasehold improvements are a safety hazard to the public.

Upon removal of leasehold improvements, Lessee shall return the Leased Premises to its unimproved condition; or

- C. If in accordance with the AMP, ALP, and CBJ code, the leased property is required for future development or the lease was executed prior to the determination of a future need for the leased property, and the Airport declines to renew a lease, the Airport will either purchase or relocate the leasehold improvements. At the Airport's discretion, it may either:
 - 1. Purchase the leasehold improvements. The purchase price would be at the cost of replacement of the leasehold improvements at a new location at the Juneau International Airport. If the lessee has no intention to continue leasing at the Juneau International Airport, the Airport will purchase the leasehold improvements at fair market value as determined by an independent appraisal; or
 - 2. Relocate the leasehold improvements to a new location at the Juneau International Airport.

XI. Subtenant Approval

A. Private Hangars - Sublease Occupants

Upon the Airport approval, non-commercial lessees may utilize a sublease arrangement to offset hangar ownership expenses provided the lessee:

- 1. Stores at least one of its owned aircraft in the hangar;
- 2. Shall not allow any activity on or the use of the leased premises by the sublessee that is not in full compliance with the terms and conditions of the lease; and
- 3. Has provided the Airport Manager with a copy of its sublease agreement, in which the financial terms may be redacted.

ATTACHMENT #1

If the private hangar lessee does not utilize the hangar for its owned aircraft, the lessee must apply for and obtain a commercial lease to be able to sublease its hangar (see section VIII.A.4.).

B. Commercial Sublease

Upon the Airport's approval, a lessee may sublease a portion of its leasehold improvements to provide additional aviation related services at the airport. In general, terminal subleases are not allowed. However, the Airport Manager may approve an exception in unusual circumstances, such as a shortage of office or counter space. If approved, the approval of the short-term commercial lease shall be memorialized in writing by the Airport Manager. All sublessees are bound by Regulation 07 CBJAC 10 Rates & Fees, for all applicable fees and reporting, and shall be required to provide proof of insurance under the appropriate section of the lease. The Airport Manager shall have the authority to immediately revoke approval of any sublease, if a sublessee is out of compliance with FAA use, Airport or CBJ reporting or fee payment requirements.

C. Review and Approval

The commercial lessee shall submit for review a complete Sublessee Application and, if necessary, any additional requested information, to the Airport Manager. The sublease will be approved if:

1. The proposed use is appropriate and consistent with the AMP, the ALP, and CBJ code;
2. Approval will not constitute a violation of FAA Grant Assurances;
3. The use of the property will comply with the requirements of the Airport Minimum Standards; and
4. The lessee and sublease have provided written acknowledgement that they will comply with all provisions of the original lease.

XII. Assignment of a Lease

A. Assignment of Private Hangar Lease

A lessee who intends to sell its leasehold improvements to another party shall provide a 30-day written notice to the Airport Manager of the lessee's desire to assign its lease due to pending sale or transfer of its leasehold improvements and pay the administrative assignment fee established in the current Airport rates, fees and charges. The written notice must comply with section X.C.

The Airport shall not approve a lease assignment until the Airport staff inspects the hangar and determines the hangar is in compliance with the Airport and CBJ codes. Assignees must be in good standing with the CBJ.

ATTACHMENT #1

B. Assignment of Commercial Lease

A lessee who intends to sell its leasehold improvements to another party or otherwise assign its commercial lease shall submit a completed Airport Lease Action Request to the Airport Manager at least thirty (30) days prior the request assignment and pay the administrative assignment fee established in the current Airport rates, fees and charges.

The Airport shall not approve any assignment of a commercial lease which would cause the Airport to violate its Grant Assurances. A commercial assignee must be registered with the CBJ and be in good standing.

C. Assignment Action Request Form

All assignments must provide an Action Request Form that includes the following:

1. The name of the proposed assignee, including the names of the controlling interest owners if a limited liability company, corporation, partnership, or other association;
2. Contact information for the assignee; and
3. A copy of the proposed or actual document to be used to convey ownership, such as a sales agreement or a bill of sale, in which the financial terms may be redacted.

ATTACHMENT #1

Exhibit A

Commercial Investment Schedule			
		Current	Proposed
Years	5	N/A	N/A
	10	\$20,000.00	\$75,000.00
	15	\$50,000.00	\$150,000.00
	20	\$100,000.00	\$225,000.00
	25	\$200,000.00	\$350,000.00
	30	\$300,000.00	\$450,000.00
	35	\$400,000.00	\$575,000.00
	35+	Airport Board Approval	

Non-Commercial Investment Schedule			
		Current	Proposed
Years	5	N/A	N/A
	10	\$20,000.00	\$30,000.00
	15	\$50,000.00	\$60,000.00
	20	\$100,000.00	\$100,000.00
	25	\$200,000.00	\$175,000.00
	30	\$300,000.00	\$250,000.00
	35	\$400,000.00	\$300,000.00
	35+	Airport Board Approval	

*At renewal, if no additional investment is made lease term will be set for 10 years (see ord. 53.20.100)

**Airport Land Lease Requests of greater than 35 years must be approved by the Airport Board (see ord. 05.20.020)

***Investment is defined in section VII.A.



MEMORANDUM

TO: Patricia Wahto
JNU Airport Manager

FROM: Ken Nichols, P.E., C.M.
JNU Airport Engineer

RE: Engineer's Report

DATE: September 1, 2016

General

Project specific summaries of project status and activity are presented below. Additionally, I have attached a table of project status information.

Airport Sustainability Master Plan

Airport staff is continuing to prepare financial information so the consultant team can prepare the financial plan for the master plan document. The final economic impact report prepared with local funds is available.

Runway Safety Area (RSA) Expansion Phases I and IIA

Grant and project closeout efforts continue. An easement for the Federal Aviation Administration (FAA) approach lighting equipment has been submitted to the Alaska Department of Natural Resources. I expect the easement will be finalized by the end of the year. I discussed this project with Mark Tourmanen on August 22. FAA Engineering services is still working on the lighting controls for the lead-in lights.

RSA Expansion Phase IIB

Bids were opened on August 24th for the transient aircraft parking apron in the NW Development Area and the geothermal loop field for the Snow Removal Equipment Building (SREB) and results are presented in the agenda for Airport Board motion. The finalized grant application will be submitted today. The schedule for the work coincides with the schedule for the SREB.

The remaining work in the NW Development Area, the Emergency Vehicle Access Road extension, and the NE Development Area will be re-packaged for 2017 construction.

Runway 8/26 Rehabilitation

Upgrades were made to the WiFi system for the roaming maintenance station, which controls the airfield lighting through a laptop. There is still one area without coverage. The contractor has been notified.

Air Cargo Hard Stand

Bids were rejected and the work will be re-packaged and re-bid in the spring for summer 2017 work.

ATTACHMENT #2

Runway 26 MALSR

I met with Mark Tourmanen and his colleague Andy Crociutto on August 22. They were going to look into whether the two private Required Navigational Performance approaches would help to move completion of the project forward.

ADEC Storm Water Multi-Sector General Permit

I completed the quarterly inspection and quarterly visual inspection of discharges on August 23. No deficiencies were noted.

Float Pond Improvements

No action was taken on this project in August.

FAA NAVAIDs in the north Runway Safety Area and Object Free Area

This work was previously described with the Runway Rehab project. There are four locations where FAA has equipment in the critical surfaces north of the runway. At these locations, the surrounding ground does not meet requirements of AC 150/5300-13A and Engineering Brief 79A. On August 18, Steve Cords made a site visit to inspect these facilities. As a result, FAA Tech Ops in Juneau will remove two conduits that were recently identified that do not meet the requirements. PDC (R&M) has prepared a sheet of cross sections for these locations. I will work with the Airports District Office to define a future project to correct the deficiencies.

Lavatory Waste Dump Site

This was added to my list of projects, but due to grant work there has been no further assessment in the past month.

Maplesden Access

I have been tasked with investigating a location and developing a cost for access to Maplesden Road from the adjacent property to the east.

ATTACHMENT #2**AIRPORT ENGINEER'S PROJECT STATUS REPORT**

Kenneth S. Nichols, PE, CM

Project	Status	Schedule	Contractor	Notes
Air Cargo Hardstand				
Design	Complete		Stantec	
Bidding	Re-bid	Spring 2017	tbd	Bids Rejected
Construction	tbd	Early Summer 2017	tbd	
Runway 8/26 Rehabilitation				
Closeout	In Progress	Summer 2016	Secon	Warrantee Period
North RSA Grading				
Survey	Complete	tbd	R&M	Combine with RWY 9/27 Conversion
Runway 9/27 Conversion				
Planning and Coordination	Future	tbd	staff	FAA will set schedule
Construction	Future	tbd	tbd	
Runway Safety Area Phase I				
Closeout	In Progress	Construction Complete	AIC	Final Easement to be Recorded 2016
Runway Safety Area Phase IIA				
Closeout	In Progress	Construction Complete	Secon	Need As-Built Drawings from FAA
Runway Safety Area Phase IIB				
Design	Complete		DOWL	NW Development Area Bid
Bidding	Complete			
Construction	Future	2016 & 2017	SECON	
Runway 26 MALSR				
Planning and Permitting		Summer 2016	staff	Ongoing dialogue with FAA
Sustainability Master Plan				
Finalize ALP	DRAFT		AECOM	
Economic Impact Report			AECOM/Sheinberg	
Finalize Report		Fall 2016	AECOM	

ATTACHMENT #2

AIRPORT ENGINEER'S PROJECT STATUS REPORT

Kenneth S. Nichols, PE, CM

Taxiway A & F Rehab, Taxiway C, D, E RIM				
Formulation, Planning, Permitting	In Progress	Summer 2017	Staff/PDC	
Design	Future	Fall/Winter 2017	tbd	
Construction	Future	2018-2019	tbd	
FAA NAVAIDS				
Formulation			staff	
Maplesden Access				
Feasibility	tbd	tbd	staff	

ATTACHMENT #3



MEMORANDUM

TO: Patty Wahto,
JNU Airport Manager

DATE: August 30, 2016

FROM: Catherine Fritz, AIA
JNU Airport Architect

RE: Architect's Report of August 2016 Activity

August was spent preparing for construction of the Aircraft Rescue and Fire Fighting (ARFF) Building Modifications project. The Airport Improvement Projects (AIP) grant was appropriated by the Assembly on August 1, 2016, and the State matching grant was introduced on August 22, 2016. Dawson Construction was issued Notice to Proceed on August 16, 2016. Conformed documents were completed and printed, and a contract amendment for construction administration services by the design team was executed. The Federal Aviation Administration (FAA) received final project documentation, which allowed them to issue "Concurrence to Award". The Pre-Construction conference was held on August 30, and work on-site will begin soon.

The Alaskan Region FAA was successful in identifying a special energy conservation grant for the Snow Removal Equipment Building's (SREB) geothermal loop field. This award required a slight delay in delivering the SREB grant to Juneau, which caused the appropriation of funds to be rescheduled for the September 12, 2016 Assembly meeting. The contract award to F&W Construction for the SREB is now expected to be issued in mid-September. A ground breaking ceremony is being planned for this long-awaited facility.

Final paperwork from the manufacturer for the ARFF truck was received, which allowed the truck to become licensed; it was officially accepted into service on August 10, 2016. The new truck will be used until demolition of the ARFF apparatus bays begins, and then it will be placed in winter storage until the new facility is constructed.

Acceptance of the shop roof has again been delayed due to (another) cancelation of the manufacturer's scheduled inspection. Contractor Silverbow Construction is working to reschedule the inspection as soon as possible. The roof warranty period will not begin until the roof is accepted.

An inventory of interior spaces of terminal that need painting and minor repairs is being developed. These repairs will be ongoing through the next several months. Another auction round of surplus equipment from the former restaurant/kitchen was recently completed, resulting in the expected removal of several more large pieces that are no longer usable to the airport.

ATTACHMENT #4
ADDENDUM TO AIRPORT BOARD AGENDA MEETING
SEPTEMBER 6, 2016

VIII. New Business, Section D.

- D. Juneau International Airport Taxiway A and Runway Incursion Mitigation (RIM) Planning Grant Appropriation.** Staff applied (pre-application) for an FAA Airport Improvement Project (AIP) grant for the planning of the Taxiway A Rehabilitation project and Runway Incursion Mitigation (RIM). Total cost was estimated to be \$360,000. This planning work is prior to design and construction. The Runway Incursion Mitigation (RIM) component of this project is a fairly new concept based on the mandates to correct airports with runway/taxiway geometry outside the established layout, as well as airports with a high number of incursions at particular intersections (taxiways). The modeling and formulation are much higher than estimated. JNU Airport Engineer spoke to the FAA Project Manager about the increased funding and this is still an eligible cost. The FAA will participate at 93.75%. The remaining 6.25% will be funded with local Airport Fund Balance, which the Airport plans to be reimbursed through a future Passenger Facility Charge (PFC) application. The Airport Finance Committee approved a lower amount of local match (\$22,500) at their July 18, 2016 meeting, but will now require more funding for the project. Total project cost is now \$700,000; FAA grant portion is \$656,250, and the local match would now require \$43,750 from the Airport Fund Balance account (which the Airport plans to be reimbursed with future PFC). The grant application has been updated and the Airport anticipates the Federal grant in-hand within the next week or two.

Amended Board Motion for Agenda Section VIII. D. Juneau International Airport Taxiway A and Runway Incursion Mitigation (RIM) Planning Grant Appropriation: *“Appropriate a Federal Aviation Administration Airport Improvement Program grant in the amount \$656,250, and local funding match of \$43,750 from the Airport Fund Balance to the Juneau International Airport Taxiway A and Runway Incursion Mitigation Capital Improvement Project, and forward to the Assembly for final appropriation process.”*