

MINUTES of  
AIRPORT BOARD MEETING  
July 11, 2024  
6:00 p.m. Alaska Room/ZOOM

A. **CALL TO ORDER:** Acting Chair Dan Spencer called the meeting to order at 6:01 p.m.

B. **ROLL CALL:**

Members Present:

Dennis Bedford  
Jason Custer  
Jodi Garza

Chris Peloso  
Eve Soutiere

Dan Spencer  
Charlie Williams

Staff/CBJ Present:

Patty Wahto, Airport Manager  
Paul Khera, Deputy Airport Manager  
Angelica Lopez-Campos, Bus. Mgr.  
Ke Mell, Airport Architect  
Mike Greene, Airport Project Mgr.  
Shannon Morgan, Airport Admin.

Sherri Layne, CBJ Law  
Wàahlaal Giidaak, CBJ Assembly  
Paul Kelly, CBJ Assembly  
Alicia Hughes-Skandijs, Assembly  
Mark Fuelle, CBJ Fire Department  
Brandon Bagwell, CBJ Fire Dept.

Public:

Aral Loken, Tenant  
Craig Loken, Tenant  
Craig Dahl, Juneau Chamber  
Mike Stedman, Alaska Seaplanes  
Al Stemmerman, AK Seaplanes  
Carl Ramseth, Alaska Seaplanes  
Andy Kline, Alaska Seaplanes  
Craig Dahl, Juneau Chamber  
Greg Hake, Alaska Seaplanes  
Michele Hake, Public  
Andrew Miller, Alaska Seaplanes  
Keith Pasa, Alaska Airlines  
Tara Parks, Public  
Daniel Thornton, Public  
Shannon Greene, Public  
Jeffrey Hock, Flying Squirrel  
Wade Hoek, Flying Squirrel  
Tamara Brown, Flying Squirrel  
Kyle Schweissing, Public  
Ann Simard, Public  
Kyle Ibias, Public  
Brandon LaPierre, Public  
Kent Lacey, Public

Sarah Lowell, Coastal Helicopters  
Cami Fulleron, Public  
Chris O'Brien, GA  
Max Mertz, Public  
Erica Sjeroos, Alaska Seaplanes  
Laura McDonnell, Public  
Loren Jones, Public  
Stefanie Bingham, Flying Squirrel  
Lorelei Bingham, Flying Squirrel  
N. Lynch, Public,  
Rolan Paneer, Public  
Stephanie Scanlon, Public  
Tobin Ortega, Public  
Haines Outstation  
J. Vasques, Public  
Andy's Services  
Justin McGeehan, Public  
Kate Kanouse, Public  
Nicole Williams, Public  
Seaplanes Haines  
Jered Gebel, Public  
Supanika Ordenez, Public  
Chloe Cavanaugh, Public

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Christopher Horrell, Public  
Red Reginald, Public  
Kathleen Samalon, Public  
Managers of the Squirrel  
Heather Ramseth, Public  
Heather Mahle, Public

Lisa Phu, Public  
Sean Kveum, Alaska Seaplanes  
Kent Craford, Alaska Seaplanes  
Lynn VanKirk, Public  
Charles VanKirk, Public

C. **APPROVAL OF MINUTES:**

1. *Jodi Garza moved to approve the minutes of June 13, 2024. The motion passed by unanimous consent.*

- D. **APPROVAL OF AGENDA:** Board Member Jason Custer asked to add two items to the agenda: 1) under New Business: Parking Garage Discussion; and 2) under Old Business: Follow-up on Manager's Performance Evaluation. He also asked to move up the issue of the Flying Squirrel Espresso Lease earlier in the agenda as there are a lot of people that are concerned about that. *Jason Custer moved to approve the agenda as presented except with the addition of Parking Garage under New Business, follow-up of Manager's Review under Executive Session and moving the issue of the Flying Squirrel Espresso Lease up before Unfinished Business. The motion passed by unanimous consent.*

- E. **ELECTION OF OFFICERS/APPOINTMENT TO COMMITTEES:** *Jodi Garza nominated Dan Spencer as Chairman of the Board. The motion passed by unanimous consent. Dan Spencer nominated Dennis Bedford as Vice Chair. The motion passed by unanimous consent. Jodi Garza volunteered to continue serving as Secretary. There were no objections.*

Chair Spencer asked for volunteers for the Finance Committee. Jodi Garza said she would like to remain on the Finance Committee but step down as Chair. *Ms. Garza nominated Jason Custer as Finance Committee Chair. The motion passed by unanimous consent.* The third member will be Chris Peloso.

The Operations Committee currently has Dennis Bedford as Chair, who said he will continue as Chair. Charlie Williams volunteered to be on the Operations Committee. Eve Soutiere will be the third member.

- F. **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS:** None.

- H. **5. Alaska Seaplanes North Concourse Concession (Attachment #2).** Board Member Jodi Garza noted a conflict of interest and recused herself from discussion and participation. Board Member Eve Soutiere also noted a conflict of interest and recused herself. Ms. Wahto said this item is being brought to the Board due to compliance matters. She said she was not on social media but had heard a lot of negative things bashing the Airport, Airport Management and herself. The Airport is not opposed to a coffee shop, but

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it has to follow CBJ (City & Borough of Juneau) code and FAA (Federal Aviation Administration) compliance. When the Airport put forth the paperwork and requested Seaplanes to put in a tenant sublease request, they asked for the paperwork. Then they came back to say that they were advised by legal counsel that they could not file the paperwork. It was later found out that there was no agreement with this concessionaire that was doing business on the airport. There are a couple of things with that. The Airport is required by the FAA grant assurances that anyone doing business on the airport has to have an agreement, fees paid, and insurance in place (CBJ code). So, it is not like someone can set up shop anywhere on the airport and just start doing business. It is her job and the Airport staff to make sure that everything is in compliance. This is not opposition to any of the services. It is trying to get things into compliance so that Seaplanes, the Airport, the concessionaire does not fall through the crack and are following rules.

The FAA has weighed in on this. They said it needs to come before them for concurrence due to it being a concessionaire that has not gone out for public solicitation. There are a lot of things that go through this. This was tried to be corrected. Ms. Wahto has an obligation to bring it before the Board, Law Department and the FAA when things are wrong and sideways. This item is informational only and it still needs to be worked on. She needs to let people know that this is not in compliance. If a blind eye is turned on this, it could jeopardize grant assurances.

Jason Custer said he read all of the public comments on Facebook. He said it seems like we're picking on an extra grande fight here with something that is really not a good look for the airport. This is a small, woman-owned business. It's a local business. It looks like the Airport Manager signed the plans authorizing the coffee shop being there on the Seaplanes property. He said he read the letter from the Seaplanes attorney, and he thought they had a very good argument. He did not see why out of all of the things that they could be spending their time on, they're spending so much time on this here. He asked to see the FAA's opinion on this.

Ms. Wahto read an email, which could be put into a more formal letter, from the Compliance Office out of the Alaskan Region. There were two statements, one from July 8: "The tenant should have sought your approval for the sublease. It is likely not aeronautical and would require approval from the FAA, whereby it would require JNU to collect the non-aero rate for the sublet area. We would also support your efforts to collect all fees due on par with what other concessions are in the terminal that are being paid. As a non-aero sublease, neither CBJ or FAA approvals are guaranteed." There were several items that the FAA Compliance cited: 1) FAA Order 5190.6.b, FAA Airport Compliance Manual, Change 3 Consolidated, Sections 12 and 17. Ms. Wahto believed 2) the terminal and possibly the site of the development on Tract 1 is likely federal surplus which aeronautical use only requirement. Meaning if JNU wants to allow it, they have to get FAA consensus. This is not an argument about a grande coffee. This is doing what has to

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be done to remain in compliance with the FAA. The Airport has an obligation to do this. Staff is not picking on them but has to do this for everyone.

The Airport has subtenant agreements, but the concessionaire lies in a whole different area and they cannot be treated any differently than a concessionaire in the terminal. The difference is public solicitation, fees, agreements and insurance. The City is not protected right now. It is about following the rules that are set before us from the FAA. They are the ones that pay for 93.75% of this airport and the Airport stands to lose that for even a small infraction. She will not go there and put the City or the Airport in jeopardy.

Board Member Chris Peloso asked what the potential penalties in dollars to the Airport could be? Ms. Wahto said it could range from losing all grants to having to pay back grants, depending on how heavy handed they come down. This would come from the FAA Headquarters Compliance. The Airport has received a little more than \$300M given to the Airport and it could jeopardize what the Airport is currently getting, as well as any future grants. They are trying to make sure the Airport comes into compliance.

*Jason Custer moved to direct the Airport Manager to work with Alaska Seaplanes to achieve FAA approval of the existing arrangement for Flying Squirrel Espresso's use of the Alaska Seaplanes terminal space.* Board Member Dennis Bedford said he thought the Board supports the concept, but the process needs to be followed. He said the FAA is very big and holds a lot of sway over the program. A large amount of funding is received from them, and the Airport has to follow their directives. He said he did not appreciate the tone of the letter from the Seaplanes attorney. He said this was the first notice that he had, and it was very confrontational. He particularly took offense at the last statement that the FAA wasn't involved in this. He said it very much is. He didn't think the attorney had a good understanding about the system or the program that the Airport is running.

Mr. Peloso asked if the motion was approved, would it change anything that Ms. Wahto is doing or is this what they are working on. Ms. Wahto replied that this is what staff is working on. It came to a standstill when Seaplanes announced their attorney was involved and the Airport could not get the sublease or agreement, because there wasn't one. There has to be some mechanism on how that business is being run and what the FAA then directs. Until the paperwork is put into the Manager's office so that it is known what type of agreement is being looked at, another step cannot be taken.

Chair Spencer said he was reluctant to have the Board jump in in the early stage to direct Airport management to do something. If the attorneys are working together, the Airport Manager is working with the FAA, this goes back to the Hummingbird Hollow wherein a vendor came in telling the Board what it needed to do. The Board chose not to do anything. He did not think they were at an appropriate point to do this. He said he heard the Manager saying she wants to get this done, too.

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Attorney Sherri Layne, CBJ Law, noted that Mr. Williams cannot vote tonight.

Kent Craford, Alaska Seaplanes, noted a point of order with 50 people on Zoom, will they be afforded the opportunity to comment or would they have had to submit a request by yesterday. Ms. Layne said it has to be in accordance with the rules and there is an advance notice. Mr. Craford deferred to Andy Kline for their official statement on this, but he said it is correct that their attorney is speaking with the City Attorney, however, he strongly disagreed with Mrs. Wahto's characterization of the interaction thus far on this issue. They have gotten three different answers from the Airport Manager about this coffee stand. It is allowed with some paperwork, was the first. It is not allowed at all, was the second. And then third, and what she has referenced recently, is it is allowed but it has to go to public bid, which means the Flying Squirrel is out and they are stuck with the Tailwind in the Alaska Seaplanes building.

Mr. Craford said that is their building. They own it and there is no way in hell they will allow a Tailwind to operate in their building. The bottom line is this is a service that they are providing for the traveling public. It is meeting a need that is not being met by the bar upstairs that only serves day drinkers, which isn't even open until 9:30 a.m. He said you can sense the frustration in his voice because just as Mrs. Wahto takes some umbridge to the criticism, he personally took umbridge at her characterization of the communication. He has worked on this airfield for 15 years. They have been an excellent corporate citizen. They provide many jobs and a lot of opportunity for Juneau and the outstation communities that they serve. They try to do the right thing. They participate. They communicate. They have excellent relationships with most of the airports that they operate on. He asked the State of Alaska today if they could open a coffee stand at one of their other stations and they said sure. He asked if they could allow a private business to operate that coffee stand, they said sure. They have to fill out some paperwork. It has to comply; you know, be included in your lease. They operate under the same FAA rules that Juneau Airport operates under. This is the United States of America. There aren't some special rules for Juneau. They are tired of the Airport Manager pretending to have a monopoly on the information. They have worked under the FAA for years as well. They know the FAA. They know that there's usually a way to get things done. What is the harm in passing the motion. He did not see harm in directing the Airport Manager to work cooperatively with Alaska Seaplanes to allow Flying Squirrel to continue.

Mr. Custer asked if they could suspend the rules and let others testify. Ms. Layne said that to suspend the rules, a super majority is needed. Therefore, five people would be needed to suspend the rules. Chair Spencer noted there were not five members to vote. Ms. Wahto said this is a notice only, she is working through the process.

Andy Kline, Marketing Manager at Alaska Seaplanes and Project Manager for the coffee stand in the cargo building, said it is important to understand that this facility was conceived, designed, constructed and is maintained by Alaska Seaplanes, using only their

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own funding. No federal, state or city dollars have been used on this facility. It is a separate facility from the terminal. The fact that there is a breezeway that they constructed at their own expense for the convenience of their customers accessing the facility, does not make it part of the airport terminal. They lease airfield land from the Juneau International Airport. They have adhered to that lease in that building and the operation of their cargo facility, which includes reasonable and customary uses, existing historically or at present elsewhere on the airport property. He didn't think anyone would argue that a coffee stand is not a reasonable and customary use. In fact, their building plans were approved by the Airport Manager and included the designation of a coffee and gift shop at the very location where that service is now provided. They offer the service of a coffee stand run by a fantastic locally owned and operated company, Flying Squirrel Espresso, as a service to the public. Alaska Seaplanes makes no money from the sale of coffee or snacks at the stand. Flying Squirrel Espresso pays them a nominal licensing fee for operating in their facility. This service is needed and wanted by the traveling public. He said if you had any doubt of that, he welcomed them to review the comments on their most recent Facebook post or look around the room. Hundreds of people have responded with overwhelming support for this coffee stand and the service they provide. He said, with that said, this is now a legal discussion. As such, they do not believe they have been given proper notice to prepare a full response at this time. Their attorney is currently in contact with the City's attorney's office. Because this could go into litigation, they made no further comment at this time. He thanked the Board for the opportunity to give comments on behalf of Alaska Seaplanes.

Gregory Hake, Line Pilot with Alaska Seaplanes, said he had a vested interest in this discussion because of the fact that they fly small airplanes that do not have stewards who are serving coffee to a traveling public that is used to having coffee on the airplane. That said, the coffee shop has been a huge boon to the traveling experience that they provide out of Juneau in the service of all the different communities that they work with. He had flown with a number of the people in the room. Coffee service and having a snack on the airplane is part of the aeronautical experience. It is not divorced from it, in his opinion. He said he was not an FAA definition expert. He did not know what they would say on that exactly, but they will find out in this process. He strongly agreed with Mr. Custer's vent and comments that this is needed in their community. The coffee that is served downstairs is excellent coffee. It is coffee. He walked in tonight and the bar upstairs was closed. None of their passengers, and they probably had 150 or so passengers that went through the airport that evening have had access to coffee because they don't go through to the other side where you can get a cup of coffee. It's a service that makes a lot of sense. He appreciated the Board's willingness to spend the time on this issue.

Having served on an airport board himself in Georgia, these are the kind of things that have to be talked about because they are designing an experience that does have to be in conformance and compliance with a lot of rules and regulations. Sometimes it has to be pushed a little bit to make things work. If Alaska is known for anything, it is for the fact

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that we know how to make things work in the communities to serve their specialized needs. He thought one aspect of this is whether or not is aeronautical. The other side is that they did not ask for any money to put the building together for the community. It is born out of the hard work of the folks that are operating at Seaplanes. It seems to make sense to have the facility to serve coffee.

*Mr. Custer moved to suspend the rules for the purpose of allowing additional comments from people who did not sign up on time on this issue. The motion failed (Yes: Jason Custer, Chris Peloso and No: Dan Spencer and Dennis Bedford). The original motion passed by a vote of three to one (Dennis Bedford).*

Ms. Wahto said that while this is being worked on, currently while they are operating, there is no agreement. With that said, knowing that staff is trying to work through this, something needs to be presented to the Airport in the form of insurance to cover the Airport and CBJ. This needs to happen at the very least. When there are multiple lessees or a subtenant, the subtenant has to provide something to the lessee, in this case Seaplanes, but they are not technically a lessee, it is a licensing agreement. Then it falls back to the Airport. Regardless, the City needs to be held harmless, which staff will work with Risk Management for that information. This insurance would be from Flying Squirrel.

A five-minute recess was taken.

### G. UNFINISHED BUSINESS:

#### 2. Float Pond Access Road Follow-up on Airport Improvement Program (AIP)

**Ineligible Costs.** Ms. Wahto said this is a follow-up from last month's meeting regarding a detailed listing of the ineligible items in the packet that the Board requested. This was an IOU from last month. Ms. Garza asked if the \$59K came out of the operating budget. Ms. Wahto said it was CARES funds that came through the operating budget.

**3. Airport Board Bylaws (Attachment #1).** The marked-up copy is before the Board. The changes were housekeeping. It needs to be done on a fairly regular basis and had not been approved by the Assembly since 2004. The Board made some changes in 2017, but it was never passed by the Assembly. Those changes were incorporated into this version, which is an updated version since 2004 incorporating all changes. *Jason Custer moved to accept the proposed Bylaws changes as presented provisional upon and including changes that state all committee appointments must be confirmed by the Board, the person presiding over in-person or hybrid meetings must be in attendance in person, that chair terms are limited to one year and that standing committees shall meet no less than once every three months. Eve Soutiere moved to table Mr. Custer's motion until the next scheduled meeting.* Ms. Wahto said if anyone has changes, send them to her and copy Pam. They will be included as additional changes for consideration at the next meeting.

4. **Cox Environmental Draft Channel Flying Contamination Report.** This is the contamination report for the area split between the Loken property and the Airport. The report came back with the information included in the packet. This is presented for information only. Staff will continue to work with Cox Environmental, as well as the Alaska Department of Environmental Conservation (ADEC). Ms. Garza asked if the discovery was found in 2014 and testing was done at that time, and we waited ten years and now we're testing again? Ms. Wahto said there was limited testing. It was an open site during a construction project. It was noted at that time that there was a strong smell of petroleum product. When ADEC came out, they had the Airport do testing but not install or find all of the perimeters. They said because it was a contamination site and not a spill, that the Airport took out what was in the area that was going to be repaved, put it in sacks and put them out. Until the area needed to be redone again, it was going to be an open contamination record on ADEC site. This came up when looking at the property the Loken's are trying to sell and knowing that there is an open contamination site. ADEC required further testing and perimeters checked for test wells. That is what brought it up again. It was in a holding pattern until something else needed to be done with it.

Ms. Garza asked if the Airport is in compliance with the ADEC, and where the funding is coming from for Cox Environmental. Ms. Wahto said the Board approved the funding out of the Airport Fund Balance, which was about \$49K. Risk Management has been contacted and because it is a contamination site, it does not fall into the category of being able to claim something. It is not known where it will go as mitigation. As a government entity, there are certain things that ADEC looks at. ADEC works differently with a government agency versus a private entity.

H. **NEW BUSINESS:**

5. **Alaska Seaplanes North Concourse Concession:** [Discussed earlier in the meeting.]

6. **Parking Garage:** Board Member Jason Custer said the community needs shovel ready infrastructure projects that have plans and designs and stuff ready to go. Things that can be done so that as funding opportunities become available, we have things that can be submitted. Examples could be, there would probably be a State GO (general obligation) Bond probably in the next session, there could be local bonds, there could be other grant funding opportunities. He suggested they think about prioritizing getting some kind of shovel-ready design together for a parking garage so that the Airport is prepared for the future. Concrete and rebar do not go out of style. It could sit on the shelf for 10 to 15 years and the design would still be relevant and useful. He said the upcoming master plan will look at how the Airport develops in an orderly manner. Common sense would dictate that no matter what you are doing to increase the size of the airport, you will need more parking. He thought it would be great to create a lot of jobs.



Ms. Wahto said this was discussed at the June Finance Committee meeting. It is on the CIP (Capital Improvement Program) and out a ways. Part of the problem is funding, of course. Parking garages in the airport world are not federally funded through traditional means. There are other ways to try to get that money. But it is certainly the next step to look at before any expansion can be done. It is always good to have that on your radar, but the design piece has to have funding. Ms. Wahto said that the parking garage is now estimated to cost \$50-\$75M. Ms. Garza said the parking lot is often full and there is nowhere else to go. It's an issue for those traveling to the capital and visiting the capital, not having to shovel snow late at night for those early departures. She supported looking into the project. It is on the CIP list. Mr. Peloso said it would be helpful to have better numbers for this project. He suggested maybe the Airport Manager and Ke Mell might look in and see if we did want a parking garage plan, what are the options? Then there would be something to discuss. Ms. Wahto said the Airport can go back and look at the schematic designs from DOWL when looking at the parking lot. She thought they had done this, and the cost had probably escalated. This included the number of spaces and how many stories. Chair Spencer asked staff to bring this back to the Board this fall.

**7. Airport Manager's Report:**

a. Aircraft Rescue Fire Fighting (ARFF) Operating Budget Credit FY24. As Mr. Bagwell had not started as early in the season as they had budgeted, staff went back to Capital City Fire & Rescue and asked for a credit. The credit will be about \$102K for the FY24 budget.

b. Gift Shop Concessions Update. The gift shop concessions went out for proposals last year. The Airport and the evaluation team selected both proposers. Hummingbird Hollow did a build out to make that a permanent space. They also repurposed some of the old glass that had originally been planned for the seating area upstairs. Tailwind has their concessions on both pre-security and post-security for concessions and gift sales. Ms. Garza said when this came to the Board in March 2023, there was an issue with moving the gift shop to kiosks as noted in the RFP (Request for Proposals) and that the gift shop area downstairs because of the way federal dollars were received for the terminal was going to have to be given up for circulation. She was happy to hear the conclusion. Ms. Wahto said the remodel downstairs had been more than ten years. As the shell had been built and having them in that space, Hummingbird Hollow paid for the build out. The Airport was still in compliance. The other concessionaire used the space they were already in.

Ms. Garza said the concession agreements dictate the open hours and there has been a lot of discussion about Cup O' Joes' hours. Have there been any changes to their operating agreement? Ms. Wahto said she will have to look at the contract. Part of the issue they have is finding personnel that have to pass background checks so they can work on both sides. Mr. Custer asked when someone gets a lease, is there a

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requirement that they have to use the space and be open certain hours, so they are not just warehousing the space. Ms. Wahto said there is an agreement within what they propose they will do. If there are extenuating circumstances, for example, when Covid hit or special hours or things brought to the attention of Airport management that something has occurred, they let the Airport know. For the most part, it is spelled out in the lease agreement and what they proposed.

c. Aviation Worker Screening (AWS) and Litigation Update. Staff has not heard anything further about this. The Airport is still doing in-house screening of employees that are entering into the secure and sterile areas. It is still ongoing.

d. Airport Fund Balance and Capital Revolving Account Balance. There has been no change to these documents.

**8. Airport Projects Report – Ke Mell.** Ke Mell, Airport Architect, reported Alaska Seaplanes submitted an Airfield Tenant Improvement Request (ATIR) for Lease Lot 2, just north of their building. Staff responded with comments and received a response on July 3.

*Gate 5 Passenger Boarding Bridge (PBB) Replacement* had Substantial Completion effective 3 p.m. July 11. The PBB is available for use. There are some close-out items but the PBB is available for use.

**9. Airport Projects Report – Mike Greene.** Mike Greene, Project Manager, reported the *Terminal Reconstruction Project* has seen the glass guardrail system completed, with two punch list items. The ground source loop field system modifications have been accepted and the contractor is moving forward, which will get the project closer to the Terminal Air Balancing (TAB), which has tried to be done for two years. Work continues on the lighting control replacement. A modified fee proposal came down from \$163,100 to \$158,000, which is better. The equipment is expensive, and it is a long lead item, which is being reviewed.

The big push has been on the *Rehabilitate Part 121/135 Apron & Remain Overnight (RON) Parking Apron Project*. As of July 1, Phase 1A, 1B, 1C, 2A, 3A, 3B, 4, 8, 10 and 12 are complete, which is way ahead of schedule. Secon wants to go, but staff is reigning them back because there are things they cannot have all at once. The project is very impressive, and the work is looking really good. They are currently in the Phase 5 area, Gate 3. Roger Hickel and Alaska Airlines will move in as soon as it is done and remove Gate 3 PBB. After that, Secon will move to Phase 11, the South End of the 135 Ramp.

Ms. Wahto said there has been a lot of coordination with everyone on this project. It is moving dynamics. Anyone that has had to fly out there, drive out there, push planes

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back, especially as the project gets closer to combining areas where the smaller regional operators and 121 gates are, there are some really narrow places. Alaska Airlines was trying to figure out how to do their pushbacks through the narrow corridors when there is a freighter in. She thanked Seaplanes for voluntarily moving back the whole row to accommodate that narrow area. Everybody is working together, and she appreciates it.

### I. **CORRESPONDENCE:**

**10. Letter from Kyle Schweissing and the Alaska Airmen's Association regarding Juneau Aviation Trade Show 2025 (Attachment #4):** Kyle Schweissing thanked the Board. He said he was in attendance in case anyone had any questions. He thought that having an airplane trade show in Juneau would be a great opportunity for the people in the community. There are a lot of jobs supported by this airport and there's a lot of opportunity for people there. The best way to move forward with this proposal is with the support of this Board. Mr. Schweissing did not think the Airport would incur any costs. He said the Alaska Airmen's Association will be incurring the cost of insurance. Individual operators may incur costs to try to get the insurance achieved. Through the Airport's support, he envisioned borrowing cones and separators for the security environment. His proposal includes the suggestion of using badged employees from Guardian Flight, Airlift Northwest and the National Guard to secure the perimeter. Ms. Wahto said it was a great idea and that it had been a long time. Based on the area that this is going to be in, it will not be in the middle of construction as it is early in the season. The security would have to be run through TSA, but this is an easy thing to do. She is glad it is starting early. *Jodi Garza moved to accept the proposal from Kyle Schweissing and the Alaska Airmen's Association for a Juneau Aviation Trade Show for 2025.* Ms. Wahto suggested that a Board Member be appointed on the committee to help bring this through and be the liaison with Alaska Airmen's Group. Ms. Soutiere volunteered to be the liaison. *The motion passed by unanimous consent.*

### J. **COMMITTEE REPORTS:**

**11. Finance Committee:** Chair Jodi Garza said the Committee met last month. She thanked staff for a very informative and constructive meeting. She wanted to talk about Mr. Custer's proposed Bylaw change of having quarterly meetings. She supported that especially for the Finance Committee just to sort of get in a rhythm and to get ahead of budget season. She thought for Finance it would make sense to meet on a regularly scheduled basis. Chair Spencer said he liked the idea of having regular scheduled meetings because they can all plan around it, too.

**12. Operations Committee:** Chair Dennis Bedford said there will be a meeting in the fall. Ms. Soutiere said she had been contacted by general aviation folks and felt it would be more appropriate to bring this to the Operations Committee first. It has to do with unpaved areas in front of hangars, the wash rack, transient parking, helicopter traffic, where people are parking at Aero Services, increased safety, and private helicopters in the GA (general aviation) area, and having a standing item called "general aviation". She

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knew the wash rack and paving have been discussed. The Committee could discuss what would be on the table versus what cannot be and then bring it to the Board next time. She could let the people who have contacted her know about meetings. They are feeling forgotten about due to the giant construction project. Ms. Wahto agreed. She noted that a plan to pave between hangars last year was pulled off because the FAA said there is only a 40' swath that would be eligible, which was based on aircraft size. All of the rest was either on the Airport or the tenants. This had to be pulled off the table because of a \$12M project, about \$9M was not going to be funded by the FAA. Ms. Soutiere said having those responses in one place through the Operations Committee would let tenants know things are being addressed.

K. **ASSEMBLY LIAISON COMMENTS:** 'Wàahlaal Giidaak said this has been an interesting meeting. She said listening in tonight, she noted the Assembly does their best to abide by their policies and internal processes. It sets a standard for the public that they can count on and rely on for future meetings. She said she knew people are passionate about certain things and everyone gets that way because they are in these positions to serve their community. It is exciting that so many of the Board Members are passionate about those things. She thanked the Board for their dedication and willingness to serve.

L. **PUBLIC PARTICIPATION ON NON-AGENDA ITEMS:** None.

M. **BOARD MEMBER COMMENTS:** Jason Custer said he is really passionate about public participation in meetings and in civics and people getting a chance to express themselves and their opinions. He will always support that to the fullest extent possible. He is just a radical and he can't come off that. He thought it was really important when people are excited and they come to the meetings, that they have a chance to speak if they'd like to.

Mr. Custer also thought it would be great to work on a design for a parking garage. If we could somehow make that like a community priority for the CBJ. He didn't know if they had any priorities for the Airport that they push for when they are doing their advocacy with elected officials, but it would be nice to get a big project like that they could help work on. He thought it would be great for the community, economy, airport and everyone. It is also possibly a very important part of trying to keep the capital here. If legislators and their staff cannot get in and out of this place, they will start complaining about it. Parking is already maxed out during the legislative season. It could be very strategically important for the community, too. Particularly, if they are going to keep running down the ferry system the way it is been run down, they will have to use the airport. He really liked the idea of a parking garage.

Dennis Bedford said in viewing the coffee stand, he has no objection to putting a pot of coffee on the counter or selling caps and tee shirts with their logo on it over the counter.

## AIRPORT BOARD MEETING

July 11, 2024

Page 13

- N.     **ANNOUNCEMENTS:** Ms. Wahto said she will be taking a week of leave beginning July 27 and be back on the 4<sup>th</sup>. She will not be answering her phone.
- O.     **NEXT MEETING DATE:** The next regular Airport Board meeting will be held on August 8, 2024, at 6:00 p.m. in the Alaska Room and via Zoom.
- P.     **EXECUTIVE SESSION:** *A motion was made that the Airport Board go into executive session to discuss a subject that may tend to prejudice the reputation and character of the Airport Manager, provided the Airport Manager may request a public discussion. The motion passed by unanimous consent. The Board went into executive session at 8:13 p.m. The Board came out of executive session at 8:39 p.m.*
- Q.     **ADJOURN:** *A motion was made to adjourn. The motion passed by unanimous consent and the meeting adjourned at 8:40 p.m.*

## ATTACHMENT #1

# BYLAWS of the CITY AND BOROUGH OF JUNEAU INTERNATIONAL AIRPORT BOARD

### ARTICLE I - NAME

The name of this Board shall be the City and Borough of Juneau International Airport Board ('the Board').

### ARTICLE II - PURPOSE

The Board was established by Title 5 of the CBJ Municipal Code pursuant to the CBJ Charter to exercise all powers necessary and incidental to operation and maintenance of all airport facilities in the public interest and in a sound business manner. The Board establishes financial and operational policy and appoints the Airport Manager. The Board operates the Airport as an enterprise fund, which means it is self-supporting.

### ARTICLE III - MEMBERSHIP

1. The Board shall consist of a maximum of seven members who will be appointed by and serve at the pleasure of the Assembly.
2. Members of the Board are appointed for staggered three-year terms and shall serve without compensation. A member shall serve until his or her successor is appointed by the Assembly.
3. Other qualifying factors related to qualifications for membership are contained in CBJ Municipal Code sections 05.01.010 and .030.

### ARTICLE IV - MEETINGS

1. Regular meetings of the Board will be hybrid meetings and shall be held on the second Thursday of each month at 6:00 p.m. in the Alaska Room of the Airport Terminal and streamed virtually, unless otherwise noticed.
2. Meetings shall be open to the public and conducted according to Robert's Rules of Order. Notice of the meeting shall appear as published by the City & Borough of Juneau's public notice system. Participation remotely shall be allowed for regular, special, and committee meetings of the Board.

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## ATTACHMENT #1

3. Special meetings may be called at any time by the Chair or at the request of the Committee Chairs. At least two business days' notice shall be given and filed with the CBJ Clerk.

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4. Minutes of regular meetings shall be distributed by Airport staff to members at least seven days prior to the next regular meeting. Minutes of special meetings shall be distributed to members as soon as possible after the meeting.

5. Upon advising the Board or Committee Chair in sufficient time for Airport staff to make the necessary technical arrangements, a member who is unable to physically attend a meeting may attend a regular or special Board meeting or a committee meeting by telephone or virtually.

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6. A quorum of the Board shall consist of a majority of the membership, including those present electronically and virtually. A quorum must be present for any business to be conducted.

7. Voting shall be by roll call vote or by general consent (no objection). In a roll call vote the Chair shall be required to vote. A majority vote of the Board membership is needed to approve any action.

## ARTICLE V – CONFLICT OF INTEREST

If a member has either a financial or a personal conflict of interest, the member shall not deliberate or vote on any matter in which he or she has such an interest. A member who is involved in a matter that may result in a conflict of interest shall disclose the matter on the public record and asked to be excused from the discussion and official action on the matter. The presiding officer may determine whether the member's involvement would be a conflict of interest. The presiding officer's decision may be overridden by a majority vote of the Board. See CBJ Conflict of Interest Code, Sections 01.45.010 - .080 and 01.45.100.

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## ARTICLE VI - OFFICERS

The officers of the Board shall consist of a Chair, Vice Chair, and Secretary. Officers shall hold offices for one year or until their successors are elected. The election of officers shall take place in July (or as soon as new Board Members are appointed), with the officers to begin their duties at their first meeting after their election.

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Duties of the **Chair** shall include, but are not limited to, the following:

1. Presiding at all regular and special meetings of the Board.
2. Ensuring that all correspondence and business of the Board is carried out.
3. Acting as spokesman for the Board.
4. Appointing committees, including ad hoc committees and task forces of the Board as deemed necessary.

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## ATTACHMENT #1

5. Acting as liaison between the Board and the CBJ Assembly.
6. In consultation with the Airport Manager, preparing the agenda for each meeting.

Duties of the **Vice Chair** shall be to preside in the absence of the Chair and perform all the duties of that office. In the absence of the Secretary, the Vice Chair will perform the duties of the Secretary.

Duties of the **Secretary** shall include reviewing and giving tentative approval to minutes of all regular and special meetings of the Board, as prepared by Airport staff, prior to the distribution of the draft minutes to other members of the Board and the public.

### ARTICLE VII – STANDING COMMITTEES

The standing Committees of the Board shall be the Finance Committee and the Operations Committee and any other committee designated and approved by a majority of the Board.

The Chair shall appoint the members of the standing committees of the Board, designating one member to serve as the chair of each committee. Each standing committee shall consist of at least three members.

Duties of the standing committees shall include, but not be limited to, the following:

1. Finance Committee: Consider and make recommendations to the full Board regarding:
  - a. the Airport Manager's proposed operating and capital budgets;
  - b. Airport rates and charges; and
  - c. All other items that have or may have a financial impact on the Airport.
2. Operations Committee: Consider and make recommendations to the full Board regarding any issue that has or may have an operational impact on the Airport.

Action(s) recommended by the standing committees shall be subject to approval by a majority of the Board members [at a Regular or Special meeting](#).

### ARTICLE VIII – AIRPORT MANAGER

The Airport Manager serves at the pleasure of the Board and shall be responsible for the hiring and/or firing of airport personnel. Subject to direction from the Board, the Airport Manager shall be responsible for the general supervision and the administration of the business and affairs of the Juneau International Airport.

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ATTACHMENT #1

ARTICLE IX – EVALUATION OF THE AIRPORT MANAGER

The Board, meeting in executive session, shall evaluate the performance of the Airport Manager at least once each year, prior to the anniversary date of the Airport Manager's employment. Results of the evaluation shall then be discussed with the Airport Manager, either in executive or public session as desired by the Airport Manager, who may concur or disagree with the Board's evaluation. The Board's evaluation shall determine whether the Airport Manager is entitled to an increase in salary.

ARTICLE X – AMENDMENTS

These bylaws may be amended or revoked by the affirmative vote of not less than a majority of the Board in any regular meeting, provided the notice of such meeting shall have contained a copy of the proposed amendment or revocation.

Approved and adopted by the Board this 13<sup>th</sup> day of June, 2024.

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Al Clough, Chair

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Attest:

Jodi Garza, Secretary

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# **JUNEAU INTERNATIONAL AIRPORT**

## **LEASING POLICY**

As approved by the Airport Board on September 6, 2016

### **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 guidelines<sup>1</sup> require the Airport to make the airport as financially self-sustaining as possible.

To the extent feasible, aeronautical use<sup>2</sup> 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 Airport's intended return.

The Airport assesses rates and fees each year through the budget process and may adjust lease rates

<sup>1</sup> 49 U.S.C. §47107(a)(13)

<sup>2</sup> 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 #2**

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 periodically updated. 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.

## **ATTACHMENT #2**

### **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 and storm water pollution prevention regulations, air space protection and security of the airport through lessee parcel.

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 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.

#### **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

## **ATTACHMENT #2**

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 (please see Section X. Disposal of Improvements).
  - 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 (as long as the lease complies with the exceptions stated in section VIII.A.1).
3. A private hangar lessee may request the Airport to convert its 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 reconvert its lease to a private hangar lease if the lease was originally a private hangar and conforms with the AMP and ALP.

#### **B. Commercial**

1. At the expiration of an existing commercial lease, or 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;

## **ATTACHMENT #2**

- 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/proposed property use is consistent with the ALP, AMP, and other relevant land use planning documents;
    - d. Lessee demonstrates its 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 its 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 lessee's investment is longer than lessee's remaining lease term;
    - d. The reasonable period of time needed to amortize 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
- D. 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.

### **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:

## **ATTACHMENT #2**

- 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). and 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 X.A. of this section; 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 are required for future development, 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. The Airport, at the Airport's discretion, 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 use of, or activity, on 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.

If the private hangar owner does not utilize the hangar for its owned aircraft, the owner 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 approval, a lessee may sublease a portion of its leasehold improvements to provide additional aviation related services at the airport. Terminal subleases are not allowed, except by written permission of the Airport Manager, who may approve a short-term sublease in

## **ATTACHMENT #2**

unusual circumstances such as a shortage of office or counter space. 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 the Airport, CBJ or FAA use, and reporting or fee payment requirements.

### **C. Review and Approval**

The commercial lessee shall submit a fully completed Sublessee Application to the Airport Manager together with such additional information as may be required for review by 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 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.

### **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.



## **ATTACHMENT #2**

### **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 #4**

To: Juneau Airport Board and Airport Administration

From: Kyle Schweissing and the Alaska Airmen's Association

Subject: Juneau Aviation Trade Show 2025

Proposed Date: Late April 2025 (4/19 or 4/26) 12pm-3pm

### **Proposal and Background**

I, Kyle Schweissing, am proposing that the Alaskan Airmen's Association and the Juneau Airport Board co sponsor an aviation trade show consisting of a static aircraft and airport apparatus display along with informational booths. I am proposing that the event take place in Silver Bay (the area around the Airlift, Guardian, and National Guard hangars) in late April 2025.

The goal behind the event is to give the general public a better understanding of airport operations and careers in aviation. Our community relies on the airport heavily and most of the general public probably doesn't understand how much is going on at our airport or about the many careers behind making our airport run. This event would be a great chance for young and old to learn more about everything to do with aviation at our airport.

I am asking for the Board's help in several areas. These areas include airport security, ramp use coordination with Aero Services, and general coordination of the event.

### **Location**

My proposed plan would be for the event to take place inside and ramp-side of the National Guard hangar, the Guardian Flight hangar, and the Airlift Northwest hangar. The static displays would be inside all three hangars and outside on the shared ramp space between each hangar. One area where I need assistance

## **ATTACHMENT #4**

from the board, is to coordinate with Aero Services on ramp usage as they commonly park aircraft in and use this area.

### **Airport Security**

The security plan for the event would be to create a barrier ramp-side of the three hangars that encompasses the hangars and have GA badged representatives from each organization monitoring the barrier. Access to the event would be through all three hangars. All three organizations have given tentative approval to this proposal.

### **Advertisement**

I had not planned on proposing a budget for advertising as I feel we have many free options available, especially since this is the first time we are holding the event. Having the airport co-sponsor this event would provide more free methods of advertisement.

### **Parking**

One of the reasons why using the proposed space I outlined above for the event is convenient is because there is a lot of parking available along Livingston Avenue in front of the hangars. The airport wouldn't have to figure out how to provide parking at the terminal or somewhere else for this event. We would just need to coordinate with the three hangars to make sure parking remains available to employees during the event.

### **Insurance**

The city's risk management department will require event insurance for this event to take place. This insurance would cost anywhere from \$5,000 - \$10,000 if purchased outright. However, the Alaska Airmen's Association is really interested in establishing

## **ATTACHMENT #4**

an event like this in Juneau and has offered to sponsor the event and provide event insurance under their current insurance policy.

The city will also require those with aircraft displayed to have at least a 1 million dollar insurance policy with the event named on their policy. This will be a large hurdle to any general aviation aircraft displayed at the event, and a hurdle to get the event named on commercial operator's insurance policies.

### **Ready Aircraft Staging**

Guardian and Airlift will have aircraft displayed during the event but will also have other aircraft that need to remain available for potential missions during the event. An aircraft staging area near their hangars but outside of the event will need to be established.

### **Safety**

All aircraft and equipment will be deactivated via battery disconnect unless approved by the CBJ risk assessment office. Static wicks will be removed or flagged and other safety areas will be protected via safety flagging where necessary. Each participant in the event will be in charge of monitoring and restricting access to safety sensitive areas of aircraft and apparatus.

### **Participant List**

Below are tentative lists of operators to be invited to bring an aircraft or apparatus to the event and then there is a separate list of organizations that would be invited to have an informational or promotional booth at the event. This list is preliminary in nature and not representative of those organizations that have been contacted.

### **Aircraft/Equipment Displayed:**

#### **ATTACHMENT #4**

- Guardian Flight
- Airlift Northwest
- Army National Guard
- Alaska State Troopers
- Alaska Seaplanes
- Temsco
- Ward Air
- ARFF
- Airport Ops (Loader, and Some snow removal equipment perhaps?)

#### **Booths:**

- Alaska Airmen's Association
- Air Traffic Control
- National Weather Service
- Civil Air Patrol
- Airport Board
- TSA
- Aircraft maintenance technicians
- Alaska Airlines
- Airport Police

In summary, my proposal is that the Juneau Airport Board co-sponsor this event with the Alaskan Airmen's Association in order to get this event off the ground. I am willing to help coordinate the event, but will need help with many of the items listed above.

I hope to be there to present this information and answer any questions at the next airport board meeting.

Thank you for your consideration,

Kyle Schweissing