

MINUTES OF THE JACKSON HOLE AIRPORT BOARD

DATE: June 21, 2017

BOARD PRESENT: Jim Waldrop, Jerry Blann, Rick Braun, Mary Gibson Scott and John Eastman were present in the Airport Board Conference Room.

OTHERS PRESENT: Mike Mahoney, KLJ; Jon Currier, Currier & Co; Greg Epstein, Teton County; Mike Gireau, Jedediah Corporation; Gene Murphy, SEH; Greg Herrick, Michael Lawrence, Wyoming Jet Center; Jeff Brown, Keaton Brown, Jackson Hole Aviation; Jeremy Mayo, Hertz; Joseph Sebastian, TSA; Gary Pollock, Grand Teton National Park; Thomas Kirsten, Jorgensen; Jim Elwood, Jeanne Kirkpatrick, Dustin Havel, Michelle Anderson, Aimee Crook, Tony Cross, John Simms, Phyl Koch, Kody Jeppson, Alton George, Ruben Mendoza, Kaitlin Perkins, Jackson Hole Airport.

CALL TO ORDER: Waldrop called the meeting of the Jackson Hole Airport Board to order at 9:00 am on Wednesday, June 21, 2017.

I. EMPLOYEE OF THE MONTH: Havel recognized Phyl Koch as June's employee of the month.

II. COMMUNITY OUTREACH: Elwood recognized Ruben Mendoza for becoming a United States citizen. He said the Airport participated in Touch-A-Truck and the Memorial Day Parade.

III. APPROVAL OF MINUTES: Blann made a motion to approve the June 21, 2017 minutes. Braun seconded the motion. Having no further discussion, the motion passed unanimously.

IV. COMMENTS FROM – NATIONAL PARK SERVICE, TOWN OF JACKSON, TETON COUNTY AND THE PUBLIC: Pollock gave a presentation on the Gros Ventre River Road and the Park's plan of action to remedy the road from flooding. Epstein stated Teton County's Fiscal Year 2017-2018 budget passed. He said that after the Eclipse, WYDOT will start construction on the Y intersection of Highway 89 and 22.

V. COMMITTEE UPDATES: Eastman spoke for the Grand Teton National Park Committee and thanked the Park for their continued support.

Blann stated that the Conceptual Committee has been reviewing the multiple projects at the Airport and that there will be further discussion on how to execute them later in the meeting.

Braun spoke for the Concessions Committee stating that the physical plan on the restaurant has not kept up with the passenger increases. He said the target date to complete construction is spring 2019.

Braun stated the Facilities Committee did a walkthrough of the oversize baggage facility. He said that improved signage to the rental cars and ground transportation will be installed soon.

Blann spoke for the General Aviation Committee stating that the proposed legislation relating to Air Traffic Control will be interesting to see how it plays out.

Gibson Scott spoke for the Human Resources and Health Committee stating that there are nine employees enrolled in the Certified Member program of the American Association of Airport Executives. She said that screening employment recruiting is going well and the Airport is still interviewing candidates for the maintenance and assistant manager of administration positions. She stated that Kirkpatrick will be retiring in August. She said that Anderson will become Assistant Director of Finance and Crook will become Assistant Director of Security. She said Kirkpatrick's retirement cannot be overstated as far as impact on the Airport. She thanked Kirkpatrick personally and professionally for all of the work she has done at the Airport.

Gibson Scott spoke for the Transportation Committee stating that Transportation Networking Companies will begin servicing the Airport in early July. She said that sign improvements for the off-site rental cars are being installed to assist passengers.

VI. ACTIVITIES REPORTS REVIEW: Elwood stated May passenger enplanements increased 7% in May 2017 and 1% year to date.

VII. ACTION ITEMS:

A. Financial Reports:

1. Customer Facility Charge (CFC): Kirkpatrick stated that the CFC account balance is \$3,090,828. She said these funds will be used to build the new Quick Turnaround Facility (QTA) and a portion of the South Access Road. She said that since the QTA will most likely be constructed after the fuel farm in the second half of next summer, the account will continue to increase over time which will reduce the required loan amount.

2. Income & Expense Operating Statements: Kirkpatrick explained that income and expenses have exceeded the budgeted amounts. She said it is anticipated that operating income will exceed operating expenses by more than \$400,000 at fiscal year-end.

Blann made a motion to accept the financial reports for May 2017. Eastman seconded the motion. With no further discussion, the motion passed unanimously.

B. Payment of the Bills: Braun made a motion to approve checks 33717-33843, checks 2844-2846 and ACH payroll and tax batches May 15, May 31 and June 15, 2017. Blann seconded the motion, which passed unanimously.

C. Consent Agenda:

- 1. Jorgensen Well Permitting – Scope and Fee Amendment**
- 2. Paint Machine Purchase**
- 3. Baggage Claim Signage**
- 4. Extension Amendments for Hangar 2, N Fuel Farm and S Fuel Farm**
- 5. Executive Service/Charter Proposal**

Blann made a motion to approve consent agenda items C1-C5. Braun seconded the motion. Having no further discussion, the motion passed unanimously.

D. Jorgensen Design Contract – Water Supply to South Airport: Elwood explained that there are multiple facilities such as the fuel farm, QTA, and hangars, which are being designed

and built at the south end of the Airport that will require water for both domestic and fire suppression. He said that the initial concept is to utilize the terminal wells and develop a water main. He said the total engineering fees are \$69,300. Waldrop asked how this ties into potential fire suppression needs. Kirsten said this will help provide fire suppression for the new fuel farm and at the QTA. Havel said the Airport has been working with the Fire Marshal and Currier & Co on specific design and that a fire protection engineer will help the Fire Marshal moving forward.

Blann made a motion to approve the Jorgensen South Airport Water Supply Design Contract. Gibson Scott seconded the motion, which passed unanimously.

E. Leibowitz & Horton – Agreement: Elwood stated that this financial consulting Agreement will assist staff in making sound decisions relative to financial planning. He said the Agreement authorizes professional and other services, as direct from time-to-time by the client, on an hourly basis. Blann stated that the fees are quite high and asked if there was a scope on the utilization. Elwood stated the intent of the Agreement is to have a broader scope to adapt to the needs that are coming.

Braun made a motion to approve the Leibowitz and Horton Consulting Agreement. Gibson Scott seconded the motion. With no further discussion, the motion passed unanimously.

F. Determination “Proprietary Exclusive” Fuel Facility – Resolution 2017-07: Elwood explained that Resolution 2017-07 would give the Board the right to exercise the “proprietary exclusive” authority to exclusively purchase, store and sell aviation fuel to fixed base operator(s). He said it puts the Airport in a position where they manage the site and make sure the fuel gets to where it needs to be.

Blann made a motion to adopt Resolution 2017-07 in the form presented, which among other things will grant the Board the right to exercise “proprietary exclusive” authority to exclusively purchase, store and sell aviation fuel to fixed base operators. Braun seconded the motion. Having no further discussion, the motion passed unanimously.

G. Fuel Flowage Fees – Resolution 2017-08: Kirkpatrick stated that the Airport has entered into a contract to design, and proposes to build, a new fuel facility. She said Resolution 2017-08 initially establishes the fee at \$0.05 a gallon. She said since the users of aviation fuel will benefit from the new fuel facility, this will recoup a portion of the development costs. Braun asked what the methodology was behind the \$0.05 per gallon. Kirkpatrick said the Airport felt it was a fair and reasonable amount and the Resolution allows it to be altered.

Gibson Scott made a motion to adopt Resolution 2017-08 in the form presented to establish the fee at (\$0.05) per gallon, but which may be adjusted from time-to-time by the Board through either an amendment to this Resolution or the Board’s annual fees and charges Resolution. Braun seconded the motion, which passed unanimously.

H. Fees and Charges – Resolution 2017-09: Kirkpatrick stated that the FAA requires all rates, rentals and other fees charged by the Board to be fair and reasonable and the fees must be applied to all airport users uniformly. She said Resolution 2017-09 establishes Board approved fees. Elwood stated that there was a consultation meeting with the airlines regarding the rates and charges and there was no objection. Kirkpatrick said the fees are still well below the compensatory rates.

Blann made a motion to adopt Resolution 2017-09 in the form presented to assemble and restate the fees and charges which the Board has previously adopted, and which fees and charges the Board finds to be fair, reasonable and not unjustly discriminatory for the period beginning on July 1, 2017 and continuing until amended by the Board. Braun seconded the motion. With no further discussion, the motion passed unanimously.

I. Construction Manager at Risk – Resolution 2017-10: Elwood stated that a Construction Manager at Risk (CMAR) would be utilized to oversee and develop all of the ongoing construction projects located in the south half of the Airport's Development Subzone. He said that Resolution 2017-10 permits the Board to deal with a single prime contractor for all of the projects. He said that the CMAR would provide a negotiated guaranteed maximum price for all of the projects.

Mahoney stated that a CMAR is one general contractor who would act as the Airport's consultant in the design phase of the projects and then become the general contractor in the construction phase.

Blann asked Mahoney how many people in the region he thinks could fill this role. Mahoney said that he has worked 3 or 4 companies that would be interested.

Gibson Scott asked if the CMAR is ultimately responsible for schedule delays, cost containment and scope limitation. Elwood stated that they will be.

Eastman asked how all of the contracts with the construction organizations are tied in to recognize that the CMAR has authority over their particular contract. Mahoney stated that subcontractors will be contracted with the CMAR.

Waldrop stated that it is in the best interest of the Airport to spend a little extra money to ensure that all of the projects flow seamlessly. Gibson Scott stated that ultimately the CMAR will be held accountable for the best of value of their services.

Eastman made a motion to adopt Resolution 2017-10 in the form presented, which among other things would authorize use of a Construction Manager at Risk for construction projects. Gibson Scott seconded the motion. Having no further discussion, the motion passed unanimously.

J. AIP 3-56-0014-57-2017 Commercial and GA Aprons Phase IV – Resolution 2017-11: Kirkpatrick explained the FAA has made a grant offer to the Board for further rehabilitation of the Commercial Aircraft Apron (Spots 6 and 7) and a portion of the General Aviation Apron. She said the FAA now requires that grants be approved by resolution.

Blann made a motion to adopt Resolution 2017-11 in the form presented for further rehabilitation of the Commercial Aircraft Apron (Spots 6 and 7) and the General Aviation Apron projects in an amount of \$1,035,000. Braun seconded the motion. With no further discussion, the motion passed unanimously.

K. Amendment to Restaurant Agreement: Elwood explained that the Second Amendment to Jedediah's Lease states that the Board has determined there is not enough time to properly develop and evaluate the necessary changes to the restaurant facility and agreement prior to April 10, 2018. He said in addition, the proposed amendment rescinds Resolution 2017-06 and extends the term until April 15, 2019.

Braun made a motion to approve the Second Amendment to Jedediah's Lease and Concession Agreement, extending the term of the Agreement to April 15, 2019 and rescinding Resolution 2017-06. Gibson Scott seconded the motion. Having no further discussion, the motion passed unanimously.

L. Airline Contract Amendments: Kirkpatrick stated that the Airline Contract Amendments extend the term until June 30, 2017 and set new space rent and landing fees. She said that the airlines are agreed with the increases.

Blann made a motion to approve the Airline Contract Amendments. Braun seconded the motion, which passed unanimously.

M. Construction of Berms: Havel said the Airport proposes to build rounded 10 feet berms on the west side of the Airport. He said that the berms will improve visual screening and that no area will be disturbed outside of the existing storage area. He said the Facilities Committee and Park Service are in favor of the berms. Waldrop asked if the concrete plant will remain. Elwood said the plant will leave soon. He said historically, the Airport has had the area utilized as a staging area. Blann stated that with all of the construction, a staging area is needed. Gibson Scott stated that the Airport should minimize the footprint of the staging area and continue to reduce visibility on the storage of staging materials.

Blann made a motion to approve the Airport Storage Area Berm Improvements for not to exceed \$30,000. Eastman seconded the motion. Having no further discussion, the motion passed unanimously.

N. AT&T Terminal License Amendment: Anderson stated that AT&T has requested to improve their antenna array on the terminal roof. She said that the proposed Amendment provides for the improved array, brings the account current and increases the monthly rent.

Blann made a motion to approve the AT&T Terminal License Amendment with the conditions that AT&T pays the outstanding balance on their account and sign the new and revised Agreement. Braun seconded the motion, which passed unanimously. Braun seconded the motion, which passed unanimously.

O. Annual Noise Report: Elwood stated that the Airport does ongoing noise monitoring and that this is the 2016 Annual Noise Report. He stated that this monitoring is a stipulation within the Airport's Agreement with the Department of the Interior. He said that even with a 3% increase in aircraft operations, the contours continue to be well below the thresholds noted by the FAA and Park Service. Elwood said the Fiscal Year 2017-2018 budget will highlight the Fly Quiet Program.

Blann made a motion to adopt the 2016 Annual Noise Report. Eastman seconded the motion. With no further discussion, the motion passed unanimously.

VIII. DIRECTOR'S COMMENTS: Elwood gave an update on the ongoing construction projects. He stated the Airport continues to work with Rich Ochs regarding the Airport's Eclipse Mitigation Plan. He said the Regional Director of TSA visited the Airport last week. He stated he is pleased that Uber and Lyft will start servicing the Airport.

IX. BOARD COMMENTS: Eastman recognized Elwood for all of his work regarding the Wastewater Conveyance system.

Braun stated that he has seen hot air balloons around Jackson and was thinking about the aeronautical activities advertisement that the Airport ran in the newspaper. Elwood said the Airport will be running a similar ad in the next month. Braun said the staff continues to exceed expectations.

Blann asked about the electric vehicle charging stations and their location. Elwood stated there is an updated drawing which will be shared with the Board.

Waldrop recognized Kirkpatrick and her career at the Airport. He congratulated Anderson and Crook.

X. ADJOURN: Blann made a motion to adjourn the meeting at 10:40 am on June 21, 2017. Gibson Scott seconded the motion and the meeting was adjourned.



Jim Waldrop, President



Mary Gibson Scott, Secretary

RESOLUTION NO. 2017-11
OF THE
JACKSON HOLE AIRPORT BOARD
APPROVING GRANT AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION
AIP Grant No. 3-56-0014-057-2017
June 21, 2017

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Board was organized as an airport board on January 17, 1968 pursuant to Wyoming Statute §10-5-202; is a joint powers board pursuant to Wyoming Statute §16-1-105; is owner and operator of the Jackson Hole Airport ("Airport"); and is authorized to receive grants from the Federal Aviation Administration ("FAA") for planning and/or improvements to the Airport;

WHEREAS, the FAA has made a grant offer to the Board for further rehabilitation of the Commercial Aircraft Apron (Spots 6 and 7) and a portion of the General Aviation Apron at the Airport, in an amount of One Million Thirty-Five Thousand Dollars (\$1,035,000), and the Board desires to accept such grant and to authorize the officers of the Board to execute the associated grant agreement in the form annexed hereto as **Exhibit A**;

NOW, THEREFORE, it is resolved by the Board, in open and public meeting as follows:

1. The Board hereby accepts FAA AIP Grant Number 3-56-0014-057-2017 in the amount of One Million Thirty-Five Thousand Dollars (\$1,035,000) in the form annexed hereto as **Exhibit A**, for the purpose of, in part, continuing the project to rehabilitate the commercial apron at the Airport as more fully described in the Project Application.

2. The Board authorizes any Board officer to execute and attest said Grant Agreement on behalf of the Board.

Adopted by the Board in open and public meeting this 21 day of June 2017.

JACKSON HOLE AIRPORT BOARD

By: 
Jim Waldop, President

ATTEST

By: 
Secretary

**RESOLUTION NO. 2017-10
OF THE
JACKSON HOLE AIRPORT BOARD**

RE: Use of Construction Manager at Risk

June 21, 2017

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Board is the operator and proprietor of the Jackson Hole Airport (the "Airport") and is authorized to enter into contracts to construct airport facilities for the efficient operation of the Airport, pursuant to Wyoming Statute Section 10-5-101, *et seq*;

WHEREAS, the Board is about to embark, or is in some stage of embarking, on a number of interrelated construction efforts, including the New Fuel Facility; Hangars 3A, 3B, and 3C together with the associated FBO office, reception and lounge; a rental car Quick Turn-Around Facility (QTA); and various related tasks such as electrical service, site grading, leach field removal and water wells for domestic and fire use, all of which are expected to be undertaken in the next year and all of which are located in the south half of the Airport's small Development Subzone (collectively, "the Project");

WHEREAS, Wyoming Statutes §§16-6-701 through 708 permit the Board to use "alternative design and construction delivery methods," including construction manager agents, construction managers at risk and design builders;

WHEREAS, a construction manager at risk ("CMAR") may be selected by the Board for the Project through a request for proposals or request for qualifications; the CMAR would become an advocate for the Board throughout the preconstruction phase of the Project, and in the construction phase of a Project, the CMAR would be required to competitively bid all Project subcontracts under applicable Wyoming statutory requirements;

WHEREAS, the CMAR would provide a negotiated guaranteed maximum price ("GMP") for the Project to the Board prior to commencing the construction, and must bond the Project;

WHEREAS, under these circumstances, bidding all elements of the Project together is not feasible, since biddable designs will become available at different times, and if the Board were to proceed to select contractors for each sub-project by seeking low bids from general contractors in the traditional manner, it would likely result in a number of unrelated contractors and subcontractors working in this confined space at the same time, each with its own timelines and priorities, thus causing the potential for loss of quality, delays and resulting delay damages;

WHEREAS, selection of a CMAR for the entire Project, with sub-projects being released to the CMAR if, as and when available, would permit the Board to deal with a single prime contractor,

**RESOLUTION NO. 2017-09
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: ESTABLISHMENT OF FEES AND CHARGES
FOR AIRPORT TENANTS AND USERS**

June 21, 2017

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Jackson Hole Airport Board (the "Board") is authorized to operate and maintain the Jackson Hole Airport (the "Airport") under Wyoming Statute §10-5-101, et seq., Chapter 12.16 of the Ordinances of the Town of Jackson, and the Board's capacity as proprietor of the Airport;

WHEREAS, the Airport is operated by the Board within Grand Teton National Park pursuant to an Agreement between the United States and the Board, dated April 27, 1983 as amended (the "Interior Agreement"), which requires, at Section 9(b) and pursuant to 16 U.S.C. Section 7d, that all rates and prices charged by the Board shall be fair and reasonable;

WHEREAS, federal aviation law requires that the rates, rentals, landing fees, and other charges that the Board imposes on aeronautical users for aeronautical use of the Airport be fair and reasonable, and be imposed without unjust discrimination, 49 U.S.C. § 40116(e)(2), 49 U.S.C. 47107(a)(1)(2)(13), 49 U.S.C. 47129 and 14 CFR Part 302, Subpart F;

WHEREAS, pursuant to these requirements, the Board regularly establishes fees and charges for goods and services provided, and rentals and activities authorized by the Board on and from the Airport; and

WHEREAS, by this Resolution, the Board desires to assemble and restate the fees and charges which it has previously adopted from time-to-time, which fees and charges it finds to be fair, reasonable and not unjustly discriminatory, for the period beginning on July 1, 2017 and continuing until amended by the Board.

NOW THEREFORE, upon motion duly made, seconded and adopted, the Board resolves as follows:

1. General provisions applicable to all fees and charges to Airport tenants and users are hereby adopted and set forth on the annexed Section 1.
2. Fees and charges specifically applicable to aeronautical users, including air carriers, aircraft fueling operators and other aircraft operators are hereby adopted and set forth on the annexed Section 2.

3. Fees and charges applicable to ground transportation providers, rental cars and parking in the public lot are hereby adopted and set forth on the annexed Section 3.

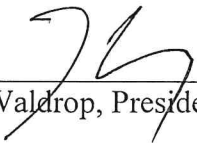
4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth on the annexed Section 4.

5. Miscellaneous fees and charges are hereby adopted and set forth on the annexed Section 5.

6. Definitions applicable to fees and charges set forth in Sections 1-5 above are hereby adopted and set forth on the annexed Section 6.

Upon motion duly made and seconded, this Resolution is hereby approved and adopted in open meeting by the Jackson Hole Airport Board this 21nd day of June 2017.

JACKSON HOLE AIRPORT BOARD

By  _____
Jim Waldrop, President

ATTEST:



Secretary

SECTION 1: GENERAL REQUIREMENTS
(Rev: 7/1/17)

1. GENERAL REQUIREMENTS

Unless otherwise expressly specified in a written agreement, lease or license between the Board and an Operator or any other Person affected by these fees and charges (collectively and for convenience, an “Operator”), the following terms and conditions shall apply to all operations at the Airport:

1.1 Effective Date, Authority and Amendment. This Fees & Charges Resolution (the “Resolution”) shall be effective July 1, 2017 and shall supersede all previous schedules of fees and charges promulgated by the Board, and shall remain in effect until modified by the Board. This Resolution is promulgated pursuant to the Board’s regulatory authority under Wyoming Statute §10-5-101, et seq., Chapter 12.16 of the Ordinances of the Town of Jackson, 16 U.S.C. §7d, the Interior Agreement, and in accordance with federal aviation law (49 U.S.C. § 40116(e)(2), 49 U.S.C. 47107(a)(1)(2)(13), 49 U.S.C. 47129 and 14 CFR Part 302, Subpart F) and FAA regulations, rules, directives, and policy statements pertaining to the implementation, modification, and enforcement of airport fees and charges. The Board may amend this Resolution at any time, including altering the fee structure or approving additional fees, with or without notice or input from Operators.

1.2 Intent to Review Annually. The Board is committed to fairness and openness in its policies. To maintain financial stability, consistency, and currency of all fees and charges, it is the intent of the Board to, at a minimum, review this Resolution on an annual basis. The review may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for prior fiscal years, market comparisons of rates and charges of other similar airports, and the mission, goals, and objectives of the Board.

1.3 Payment of Fees and Charges. All payments due the Board pursuant to this Resolution shall be paid to the Jackson Hole Airport Board, Airport Administration Offices, 1250 East Airport Road, P.O. Box 159, Jackson, Wyoming 83001, or by ACH direct deposit to the account designated by the Board, unless directed otherwise by the Board.

1.4 Remedies for Failure to Pay Fees and Charges. If an Operator fails to timely pay any fees, charges, or other monies owed, or to timely perform any obligation required under this Resolution, the Board may utilize any one or more of the following remedies in any order: (a) obtain specific performance; (b) recover all damages incurred by the Board, including incidental damages, consequential damages, and attorney’s fees; (c) utilize a portion or all of any security deposit provided by the Operator to remedy the violation and to reimburse the Board for any damages, including attorney’s fees and other expenses of collection the Board has sustained, in which event, the Operator shall not be permitted to resume its Airport operations or use Airport facilities under this Resolution until such time as it furnishes another security deposit that satisfies the requirements of this Resolution; (d) terminate the lease, agreement or license of the non-complying Operator, and if its lease, agreement or license are terminated, the Operator

involved shall continue to be liable for the performance of all terms and conditions, and the payment of all monies owed hereunder, prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by the Board as a result of any violation; and/or (f) utilize any other remedy provided by law or equity as a result of said violations. Such violators in connection with parking fees may also be ticketed and subject to fine by the Town of Jackson.

1.5 Airport Damage. Operators (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be liable for any damage to the Airport caused by the Operator involved, and/or its members, officers, partners, agents, employees, representatives, contractors, subcontractors, customers, guests, invitees, or other parties acting under its direction and control, ordinary wear and tear excepted. All repairs shall be made by the Board at the responsible party's expense.

1.6 Interest. Any fees, charges, and other monies owed to the Board not paid when due shall accrue interest at the rate of one and one-half percent (1 ½ %) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

1.7 Jurisdiction and Venue. Exclusive jurisdiction and venue for any litigation to enforce or interpret the provisions of this Resolution shall be in a court of competent jurisdiction located in Teton County, Wyoming, or in the United States District Court for the District of Wyoming.

1.8 Prevailing Terms. Should there be any inconsistency between the terms of this Resolution and any other agreement, lease or license entered into between the Board and an Operator, the terms of the written agreement, lease or license entered into between the Board and such Operator shall prevail.

1.9 Other Fees and Charges. The omission to list in this Resolution a fee or charge, for any class of tenant, concessionaire or operator, or for any activity, does not prevent the Board from charging other or additional fees or charges to any Person for uses, activities or services not expressly listed in this Resolution, whether or not such additional fee or charge is imposed through agreement, license, lease or otherwise.

SECTION 2: FEES AND CHARGES TO AIRCRAFT OPERATORS (Rev: 7/1/17)

2.1 FEES AND CHARGES TO FOR AIRCRAFT OPERATORS

Unless otherwise expressly specified in a written agreement between the Board and an Operator, the following terms and conditions shall apply to all Aircraft operations at the Airport:

2.1.1 Landing Fees. A landing fee will be charged for landings by all non-based aircraft, including Ferry Flights, and unscheduled landings of Aircraft originating from another airport, and diverted to the Airport due to weather, mechanical, or other reasons. The Board finds

that based aircraft pay other fees and charges in support of the Airport, such as hangar and tie-down fees and that excluding them from payment of landing fees is therefore fair, reasonable and justified. Military aircraft shall pay a landing fee only when appropriate under FAA Sponsor Assurance #27.

Class of Aircraft	Fee Per Landing
Airline Aircraft	\$3.46/1,000 lbs.
General Aviation	\$3.46/1,000 lbs.
Military Aircraft	\$3.46/1,000 lbs.

2.1.2 Deicing Fluid Fees. Operators shall pay the Board a sum equal to the Board’s full delivered cost of deicing fluid, plus 15%, with respect to deicing fluid dispensed from the Board’s deicing fluid tank.

2.2 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

Each air carrier that utilizes the Airport shall pay its share of costs for the preferential and non-preferential use of space as set forth below, and such air carriers which have entered into leases with the Board shall make payment for its use of space at the Airport in accordance with the terms of its lease.

2.2.1 Baggage Claim, Storage and Service Areas (BSO) Rental. Air Carriers that utilize the Baggage Claim Area, Baggage Storage Room, and Baggage Service Office of the Airport’s terminal building on a non-preferential basis in a particular month shall pay their pro rata share of rent for the use of such baggage areas that month. The rate for such baggage areas is \$37.00 per square foot per year. The pro rata share shall be based on the total number of enplaned passengers during said month, as more fully set forth in a lease with the Board.

2.2.2 Baggage Handling (Makeup) and Checked Baggage Screening Areas Rental. Air Carriers that utilize the Baggage Handling Area, Checked Baggage Screening Areas of the Airport’s terminal building on a non-preferential basis in a particular month shall pay their pro rata share of rent for the use of such areas that month. The rate for such areas is \$27.00 per square foot per year. The pro rata share shall be based on the total number of enplaned passengers during said month, as more fully set forth in a lease with the Board.

2.2.3 Security Holdroom Area Rental. Air Carriers that utilize the Security Holdroom Area of the Airport’s terminal building on a non-preferential basis in a particular month shall pay their pro rata share of rent for the use of the Security Hold Room for that month. The rate for the Security Hold Room is \$37.00 per square foot per year. The pro rata share shall be based on the total number of enplaned passengers during said month, as more fully set forth in a lease with the Board.

2.2.4 Terminal Building Preferential Space Rentals. Air Carriers leasing Counter Area, Office and Cargo space on the main floor of the Terminal Building on a preferential basis shall pay the Board \$36.00 per square foot per year.

2.2.5 Terminal Building Basement Office, Training Room and Storage Space Rentals. Air Carriers leasing basement storage, office or training space in the Terminal Building on a preferential basis shall pay the Board \$19.00 per square foot per year.

2.3 FUEL DELIVERED FEE

Fixed Base Operators shall pay a fuel delivered fee to the Board on all fuel delivered to the Airport for dispensation into Air Carrier or other aircraft in accordance with the terms of their lease or operation agreement and the following schedule:

Type	Fee per Gallon
Other than Air Carrier	\$.12
Air Carrier	\$.05

2.4 FUEL FACILITY USER FEE.

A Fuel Facility User Fee in the amount of five-cents (\$0.05) per gallon of aviation fuel delivered (the "FFUF") shall be charged and collected by each Fuel Provider from each Aircraft Operator of an aircraft into which fuel from an aviation fuel facility on the Airport is delivered by the Fuel Provider, commencing on July 1, 2017. The FFUF shall be set forth as a separate line item in each invoice for fuel delivered into aircraft by a Fuel Provider, and shall be paid to the Board monthly in accordance with procedures established by the Airport's Executive Director.

**SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING
(Rev: 7/1/17)**

3.1 FEES APPLICABLE TO GROUND TRANSPORTATION OPERATORS

Ground Transportation Operators shall pay the Board fees for the uses, services and privileges of operating to, on and from the Airport according to the following schedule. Courtesy Vehicles shall pay fees to the Board in accordance with Section 3.1.3 below, Scheduled Service Providers in accordance with Section 3.1.4 below, and Transportation Network Companies in accordance with Section 3.1.5 below. All other Ground Transportation Operators shall pay fees in accordance with Sections 3.1.1 and 3.1.2 below.

3.1.1 Base Fee. A base fee of One-Hundred Fifty Dollars (\$150.00) each, provided, that if Operator pays the base fee for the entire one-year term in advance and upon execution of this Agreement, the base fee for such term shall be discounted to One-Thousand Four Hundred Dollars (\$1,600.00); and further provided that if Operator pays the base fee for six months in

advance and upon execution of this Agreement, the base fee for the first six months of the term of this Agreement shall be discounted to Six Hundred Dollars (\$800.00).

3.1.2 Vehicle Fee. A vehicle fee of Fifty Dollars (\$50.00) monthly for each vehicle registered with the Town of Jackson under Operator’s Business license, provided, that the vehicle fee will be capped at Two Hundred Fifty Dollars (\$250.00) per month per Operator regardless of the number of vehicles operated.

3.1.3 Fees Applicable to Hotel/Motel Courtesy Vehicle Operators. Each Courtesy Vehicle Operator may operate to, on and from the Airport with a fee of One-Hundred Dollars (\$100.00) each month, pursuant to the terms of an annual agreement with the Board, applicable law and ordinance, and the Board’s rules and ground transportation policies. Courtesy Vehicle Operators shall only pick-up and drop-off at the Airport the patrons of their respective hotels/motels, and not Persons who are not patrons of their hotels/motels. Courtesy Service Vehicles shall pay no vehicle registration fees.

3.1.4 Scheduled Service Providers. Fees and charges to Scheduled Ground Transportation Operators, if any, may be determined by competitive bidding and shall be set forth in a written agreement with such Operator.

3.1.5 Transportation Network Companies. Transportation Network Companies shall pay a trip fee in the amount of Two Dollars and Seventy-Five Cents (\$2.75) per one way trip on all pick-ups and drop-offs of Riders that occur on the Airport by a Driver operating on the Company’s Digital Network.

3.2 AIRPORT PARKING RATES

Parking in the Airport’s public parking lot shall be subject to the following parking fees:

- Parking other than overnight – No Charge
- Parking overnight, per night/per space used - \$12.00
- Annual Parking Pass (Public) - \$1,500.00.
- Annual Parking Pass (Non-Based Airline Employees) - \$750.00

3.3 CUSTOMER FACILITY FEE

A Customer Facility Fee (“CFC”) shall be charged and collected by each on-Airport, tenant rental car operator (an “Operator”) from each person entering into a motor vehicle rental agreement (a “Rental Agreement”) covered by or in connection with operations under each Operator’s Concession Agreement. The CFC Fee to be imposed and collected by the Operators shall be \$4.00 per customer per transaction day, capped at the first fourteen (14) days of any continuous vehicle rental. The CFC shall be set forth as a separate line item in each Rental Contract entered into by Operators which are subject to a Concession Agreement. The CFC shall be charged and collected by the Operators and transmitted to and deposited with the Board monthly in accordance with the Concession Agreements.

SECTION 4: FEES AND CHARGES REGARDING SECURITY
(Rev: 7-1-17)

4.1 FEES, CHARGES, AND REQUIREMENTS FOR USE OF BOARD SUPPLIES AND SERVICES

4.1.1. SIDA/Sterile Area/AOA Badges. The following fees shall be applicable to the issuance of badges to Operators and/or their employees:

Total for badge, prints and all requirements met	\$60.00
Fingerprint processing using airline SON	\$58.00
1 st Replacement.....	\$150.00
2 nd Replacement.....	\$150.00
3 rd Replacement	\$150.00
No card issued after 3 rd replacement	
Charge to Employer for ID Not Returned	\$150.00
Renewal Badge	\$60.00
Replacement of Damaged Badge.....	\$25.00

4.1.2. System Wide Replacement. When and if more than 5% of the total number of outstanding badges issued by the Board become lost, then the Board shall replace all badges, and the cost of such replacement shall be shared pro-rata and paid to the Board by all Operators which have been responsible for the lost badges which make up such 5%.

4.2 GATE AND AOA VIOLATIONS

Regardless of how many access gate violations occur, should said violation(s) result in a damage award, citation, or fine against the Board, then the or responsible Operator shall fully reimburse the Board for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney’s fees, incurred by the Board in defending against or satisfying the damage award, citation, or fine.

4.3 KEYS

Initial Issue.....	\$10.00
Replacement- If broken	\$10.00
Replacement- If lost or stolen \$100.00 plus the actual cost for re-keying the locks and producing additional key(s).	

SECTION 5: MISCELLANEOUS FEES AND CHARGES
(Rev: 7/1/17)

5.1 PHOTOCOPIES AND OTHER COPIES/MISCELLANEOUS

Per page-Airport terminal tenants for business-related use (black and white).....	\$15
Per page-Airport terminal tenants for business-related use (color).....	\$.85
Per page- Others (black and white).....	\$.25
Per page- Others (color).....	\$1.00
Miscellaneous Items (e.g. copies of digital recordings).....	At Cost

Hourly personnel rate for assembly of and copying of documents in excess
of 50 pages: \$25.00 per hour

SECTION 6: DEFINITIONS
(Rev: 7/1/17)

As used in this Fees & Charges Resolution the following terms shall have the following meanings unless the context requires a different meaning:

- 6.1 “Aircraft” means a device that is used or intended to be used for flight in the air.
- 6.2 “Air Carrier” means any Operator which provides service under FAR Part 121 or Part 135 as a commercial air carrier on either a scheduled or charter basis.
- 6.3 “Aircraft Operator” means any Person conducting Aircraft operations at the Airport, whether as flight instructor, pilot-in-command, owner, or lessee of the Aircraft involved.
- 6.4 “Airport” means the Jackson Hole Airport and all property owned by the Board, located in Teton County, Wyoming, including, but not limited to, all runways, taxiways, ramps, and improvements thereon, regardless of whether said facilities and improvements are owned or operated by the Board or a tenant of the Airport.
- 6.5 “Ferry Flights” means landings at the Airport by Aircraft which do not carry passengers.
- 6.6 “Fuel Provider” means any Person who provides fuel to any Aircraft at the Airport, including Fixed Base Operators.
- 6.7 “General Aviation Aircraft” means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.
- 6.8 “Ground Transportation Operator” means any Person operating a vehicle to or from the Airport that transports people or items on the public roads for hire, or for commercial purposes as a courtesy, excluding governmental and/or not-for-profit entities.

6.9 “Landing Weight” means the maximum allowable gross landing weight, expressed in pounds, as certified by the FAA for each type of Aircraft. In any case where the FAA does not have a certified maximum allowable gross landing weight for the type of Aircraft involved, “Landing Weight” shall mean the maximum allowable gross landing weight for the Aircraft as specified by the manufacturer.

6.10 “Courtesy Vehicles” means automobiles, vans, limousines, and other motor vehicles operated by hotels and motels located in Teton County, Wyoming and used to pick-up and drop-off their patrons at the Airport, without charging their patrons for said courtesy shuttle service.

6.11 “Military Aircraft” means any Aircraft owned or operated by or on behalf of any military branch of the federal or a state government.

6.12 “Operator” means an Aircraft Operator, Ground Transportation Operator, Airport tenant or any other person conducting activities on or utilizing the Airport.

6.13 “Person” means any individual, firm, partnership, corporation, association, joint venture, governmental entity, or any other entity whatsoever.

**RESOLUTION NO. 2017-08
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: ESTABLISHMENT OF FUEL FACILITY USER FEE
June 21, 2017**

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Board is owner and operator of the Jackson Hole Airport (the "Airport") located in Teton County, Wyoming, and pursuant to Wyoming Statute §10-5-101(a) has the authority to lease and license the occupancy and use of Airport land, buildings and facilities; develop or permit the development of Airport facilities and improvements; and establish fees and charges for occupancy or use of such facilities and improvements;

WHEREAS, the Board currently owns aviation fuel facilities which because of the Airport's remote location and seasonal peaks in fuel demand, are becoming too small to meet the demand for aviation fuels;

WHEREAS, the Board has entered into a contract to design, and proposes to build, a new fuel facility to replace the existing fuel facilities, with sufficient capacity to meet the expected demand for aviation fuels with an adequate margin of safety (the "New Fuel Facility");

WHEREAS, effective upon completion of the New Fuel Facility the Board has or will exercise its "proprietary exclusive" authority under FAA grant assurances, to exclusively purchase and store aviation fuel on the Airport, through its ownership and operation of the New Fuel Facility, with into-plane delivery and sales continuing to be provided by the Fixed Base Operator(s) serving the Airport;

WHEREAS, the users of aviation fuel on the Airport will benefit from the New Fuel Facility through being assured of a consistent, reliable and uninterrupted supply of fuel at the Airport's remote location, and accordingly, they should pay a reasonable Fuel Facility User Fee to permit the Board to recoup such user's fair and reasonable share of the Development Costs;

WHEREAS, on recommendation of Airport staff, the Board finds that the development of the New Fuel Facility will have substantial operational, safety and environmental benefits to the traveling public and the Airport; the partial financing structure proposed herein is reasonable and consistent with general Airport policies; and based on the foregoing, the establishment of a Fuel Facility User Fee to be collected by the Operator(s) is in the best interests of the Airport, the traveling public and other users of the Airport.

THEREFORE, BE IT RESOLVED BY THE JACKSON HOLE AIRPORT BOARD:

1. Definitions.

1.1 “Account” is the Fuel Facility User Fee Account which shall be established and maintained by the Board as a separate account on its books and records.

1.2 “Operators” (or individually an “Operator”) shall mean a Fixed Base Operator lawfully using an aviation fuel facility on the Airport pursuant to a valid and current Lease with the Board.

1.3 “Development” shall mean all work, materials and permits necessary to plan, design, permit, finance, build, equip, improve, maintain, repair and operate the New Fuel Facility, and all things related in any way thereto as the Board in its discretion may authorize, including, without limitation, removal of existing fuel facilities and environmental remediation, containment areas for fueling vehicles, loading and unloading facilities, necessary mitigation of surrounding structures, and all related operations and facilities.

1.4 “Development Costs” shall mean the amount necessary to pay in all respects for the Development.

1.5 “New Fuel Facility” shall mean any aviation fuel facility or facilities to be constructed by the Board on the Airport in the Board’s sole discretion.

1.6 “Lease” shall be a lease and/or operating agreement entered into between the Board and any Operator relating to its joint or individual operation or receipt of fuel from a fuel facility on the Airport.

2. Fuel Facility User Fee Established. A Fuel Facility User Fee:

2.1. Is hereby initially established at five-cents (\$0.05) per gallon of aviation fuel delivered to each Operator, but may be adjusted from time-to-time by the Board through either an amendment to this Resolution or the Board’s annual fees and charges Resolution.

2.2. Shall be charged and collected by each Operator from each person owing or operating an aircraft into which fuel from an aviation fuel facility on the Airport is delivered by the Operator, commencing on July 1, 2017.

2.3. Shall be set forth as a separate line item in each invoice for fuel delivered into aircraft by an Operator.

2.4. Shall be paid to the Board by each Operator monthly in accordance with procedures established by the Airport’s Executive Director.

2.5. Establishment of Account. The proceeds of the Fuel Facility User Fee collected by the Board from Operators shall be credited by the Board to the Account prior to expenditure by the Board.

2.6. Payment of Facility Fee Proceeds by Operators to Board. All Fuel Facility User Fees collected by the Operator(s) shall, prior to payment to the Board, be accounted for separately from other of Operator's sources of revenues or receipts; be regarded as trust funds held by the Operator as agent, for the beneficial interest of the Board and the payment of Development Costs; and be property in which the Operator holds only a possessory and not an equitable interest.

Upon motion duly made and seconded, the foregoing Resolution was adopted by the Jackson Hole Airport Board this 21st day of June, 2017.

Attest:

JACKSON HOLE AIRPORT BOARD

By: 
Secretary

By: 
Jim Waldrop, President

**RESOLUTION NO. 2017-07
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: EXERCISE OF PROPRIETARY EXCLUSIVE RIGHTS
WITH RESPECT TO NEW AVIATION FUEL FACILITY
June 21, 2017**

The Jackson Hole Airport Board (the "Board"), a body corporate, organized under the laws of Wyoming, finds that:

WHEREAS, the Board is owner and operator of the Jackson Hole Airport (the "Airport") located in Teton County, Wyoming, and pursuant to Wyoming Statute §10-5-101(a) has the authority to lease and license the occupancy and use of Airport land, buildings and facilities; develop or permit the development of Airport facilities and improvements; and establish fees and charges for occupancy or use of such facilities and improvements;

WHEREAS, the Board currently owns aviation fuel facilities on the Airport known as the North Fuel Facility and South Fuel Facility (the "Existing Fuel Facilities") which are leased to the fixed base operator, Jackson Hole Aviation LLC, for terms ending June 30, 2018;

WHEREAS, because of the Airport's remote location and seasonal peaks in fuel demand, Existing Fuel Facilities on the Airport are becoming too small to meet the demand for aviation fuels, and space within the small Development Subzone of the Airport is not sufficient for construction of multiple new aviation fuel facilities;

WHEREAS, the Board has entered into a contract to design, and proposes to build, a new fuel facility to replace the Existing Fuel Facilities, with sufficient capacity to meet the expected demand for aviation fuels with an adequate margin of safety (the "New Fuel Facility");

WHEREAS, applicable FAA guidance documents, including Order 5190.6B, authorize the Board to elect to exclusively provide one or more aeronautical activities, including but not limited to the purchase, storage and sale of aviation fuels on the Airport;

WHEREAS, the Board finds that such an election would be in the best interest of the Airport and the public, and would among other things save space for other necessary airport uses and assist the Board in remaining financially self-sustaining; and

WHEREAS, effective upon completion of the New Fuel Facility and expiration of leases on the Existing Fuel Facilities, the Board therefore wishes to exercise such "proprietary exclusive" authority to exclusively purchase, store and sell aviation fuel to fixed base operators on the Airport, through its ownership and operation of the New Fuel Facility, with into-plane delivery and sales continuing to be provided by the fixed base operator(s) having agreements with the Board and qualifying under the Airport's Minimum Standards

THEREFORE, BE IT RESOLVED BY THE JACKSON HOLE AIRPORT BOARD:

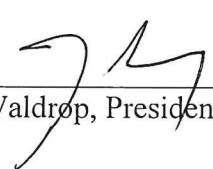
1. The Board hereby elects to exercise its “proprietary exclusive” authority under applicable FAA guidance to exclusively purchase, store and sell aviation fuel on the Airport to fixed base operators, through its ownership and operation of the New Fuel Facility.
2. Each fixed base operator on the Airport shall be permitted use the New Fuel Facility by purchasing fuel therefrom for into-plane delivery and sales, pursuant to agreements with the Board and subject to applicable Minimum Standards.
3. The above-described proprietary exclusive authority of the Board shall commence effective upon the completion of the New Fuel Facility and expiration of leases with Jackson Hole Aviation LLC with respect to the Existing Fuel Facilities.

Upon motion duly made and seconded, the foregoing Resolution was adopted by the Jackson Hole Airport Board this 21st day of June, 2017.

Attest:

JACKSON HOLE AIRPORT BOARD

By: 
Secretary

By: 
Jim Waldrop, President