
JACKSON HOLE AIRPORT

RULES AND REGULATIONS GOVERNING THE OPERATION OF THE JACKSON HOLE AIRPORT

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JACKSON HOLE AIRPORT

Jackson, Wyoming

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OPERATING UNDER AUTHORITY OF TOWN OF JACKSON AND COUNTY OF TETON

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JACKSON HOLE AIRPORT BOARD

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**CHAPTER 1
GENERAL PROVISIONS**

1.1 **AUTHORITY**. These Rules are adopted pursuant to Sections 16-3-101 through 16-3-115, Wyoming Statutes, 1997, as amended (Wyoming Administrative Procedure Act), and Sections 10-5-101 through 10-5-204, Wyoming Statutes, 1997, as amended (pertaining to Municipal and County Airports), and the Board=s inherent authority as operator and proprietor of the Airport.

1.2 **DEFINITIONS**. The following words, when used in these Rules, shall have the following meanings:

1.2.1 "Agency" means any authority, bureau, board, commission, department, division, officer or employee of the state, a county, city or town or other political subdivision of the state.

1.2.2 "Board" means the Jackson Hole Airport Board, consisting of five (5) members appointed by the Town Council of the Town of Jackson and the Board of County Commissioners of Teton County, State of Wyoming.

1.2.3 "Contestant" means any party bringing a petition before the Jackson Hole Airport Board.

1.2.4 "Contested Case" means any proceeding in which legal rights, duties or privileges of a party are required by law to be determined by the Board after an opportunity for hearing.

1.2.5 "Contestee" means any party opposing any petition brought before the Board.

1.2.6 "Director" means the Airport Director of the Airport, as appointed by the Board from time to time or his/her designee.

1.2.7 "Interior Agreement" shall mean the Use Agreement between the United States Department of the Interior and the Board dated April 27, 1983, as amended, unless the context clearly indicates a different meaning.

1.2.8 "Park" means Grand Teton National Park.

1.2.9 "Party" means each person or agency named or admitted as a party, or properly seeking and entitled as a right to be admitted as a party.

1.2.10 "Person" means any individual, partnership, corporation, association, municipality, governmental subdivision or public or private organization of any character other than an agency.

1.2.11 "President" means the President of the Board or in his absence, the Vice-President or other member of the Board designated by the Board at a hearing.

1.2.12 "Secretary" means the Secretary of the Board.

1.3 **PROMULGATION, AMENDMENT OR REPEAL OF RULES.** The promulgation, amendment or repeal of these Rules shall be effected according to the requirements of the Wyoming Administrative Procedure Act.

CHAPTER 2
RULES OF PRACTICE GOVERNING HEARINGS

2.1 **APPLICABILITY**. These Rules contained in this Chapter 2 shall be applicable to all contested Proceeding held before the Board, and may in the Board=s discretion apply to any other hearing which may be held by the Board. Informal or investigative hearings may be held by the Board without compliance with these Rules. These Rules shall be liberally construed to secure a just, speedy and inexpensive determination of the issues presented to the Board.

2.2 **DOCKET**. A docket of contested proceedings held by the Board shall be maintained by the Board and shall be open for public inspection. The Secretary shall establish a separate file for each such docketed case in which shall be systematically placed all papers, pleadings, documents, transcripts and evidence pertaining thereto, and all such items shall have noted thereon the docket number assigned and the date of filing.

2.3 **FORM OF PLEADINGS**. The form of pleadings, petitions or other-papers filed in each docketed case shall be substantially as follows:

BEFORE THE JACKSON HOLE AIRPORT BOARD
IN THE COUNTY OF TETON AND STATE OF WYOMING

IN THE MATTER OF

Docket No.
Contestant

(Body of Pleading or Motion)

(Signature _____)
Name typed or printed)
Title

(Signature _____)
Name (Typed or printed)
Attorney
Address

2.4 **INSTITUTION OF PROCEEDINGS**.

2.4.1 A hearing may be instituted by notice by the Board, or by the Petition of any Person or Agency aggrieved by any order or decision of the Board having been made without a hearing, provided that such petition is filed within thirty (30) days after such order or decision shall become effective.

2.4.2 The petition shall be in writing signed by or on behalf of the Contestant and shall contain a detailed statement of:

2.4.2.1 Facts sufficient to show that the Contestant is entitled to the relief requested;

2.4.2.2 The specific relief requested;

2.4.2.3 All propositions of law to be asserted by the contestant; and

2.4.2.4 The name and address of Contestant and of any other Person or Agency necessary to the proceedings.

2.4.3 An original and two (2) copies of the petition, either in typewritten or printed form, shall be filed with the Board. A petition shall be deemed filed when received by the Board.

2.4.4 The service of petitions, notices, orders and other matters is regulated as follows:

2.4.4.1 After the petition has been filed, the Board shall dispatch by certified mail or personal delivery, a copy of the petition, together with a copy of the applicable rules of practice to all necessary parties as named in the petition. Such petition shall be deemed served on the date of mailing to or personal delivery at the last known address of the person or persons being served.

2.4.4.2 All motions, notices, pleadings, orders and decisions shall be deemed served upon mailing by regular mail to the last known address of all other parties.

2.4.5 Answers to petitions or other pleadings will not be required. Where no answer is filed with the Board, all allegations of the petition will be deemed denied. If an answer or other pleadings are desired, they shall be served and filed in the same manner and form as provided by subsections 2.3.2, 2.3.3 and 2.3.4 above.

2.4.6 The Board, on its own motion or motion of any interested party, may require, within ten (10) days of the serving of the petition, the allegation in the petition be made more definite and certain. Such motion shall point out the defects complained of and the details desired. If the motion is granted, the Contestant shall be given fifteen (15) days after notice to

comply with the order of the Board. Allegations complained of may be stricken upon failure to comply with such order.

2.4.7 At any time more than ten (10) days prior to hearing, the Contestant may amend his petition by serving a copy of the amended petition on all necessary parties and by filing two (2) copies with the Board. After that time, amendment may be allowed at the discretion of the Board.

2.4.8 The Contestant may withdraw his petition at any time prior to hearing without prejudice. Thereafter, the petition may be withdrawn only upon approval of the Board.

2.5 **NOTICE OF HEARING.** **Error! Bookmark not defined.** The Board shall cause written notice of any hearing held under these Rules to be served upon each Contestant and Party at least ten (10) days prior to the date set for the hearing. This time may be shortened or extended by stipulation of all parties. Such notice of hearing shall include a statement of:

2.5.1 The time, place and nature of the hearing;

2.5.2 The legal authority and jurisdiction under which the hearing is to be held;

2.5.3 The particular sections of the statutes and rules involved;

2.5.4 A short and plain statement of the matters asserted or the issues involved; and

2.5.5 Such other matters as may be required by the Wyoming Administrative Procedures Act.

2.6 **SERVICE OF NOTICE.** Service may be made either personally or by certified or registered mail as follows:

2.6.1 Personal service made by the sheriff or other official, shall be made in the manner prescribed by the Wyoming Rules of Civil Procedure. Said service may be made by any person not an officer who is of lawful age, and not a party in interest. The return of said service shall be made by the certification of the officer who made such service, or if by a person other than an officer, by his affidavit. Such return of service must be filed with the Board prior to the commencement of the hearing.

2.6.2 By certified or registered mail to the last known address of the Contestant or Party.

2.7 **MOTIONS.** The Board may at any time after three (3) days notice to all Parties hear orally, or otherwise, any motion filed in connection with hearings under these Rules.

2.8 **INTERVENTION**. Any person having an interest in the subject matter of any proceeding may petition for leave to intervene in such proceeding and may become a Party thereto, if the Board finds that such person may be bound by the order to be entered in the proceeding, or that such person has a property or financial interest which may not be adequately represented by existing parties; provided that such intervention would not unduly broaden the issues or delay the proceedings. Except for good cause shown, no petition for leave to intervene will be entertained if filed less than ten (10) days prior to the hearing.

2.9 **SUBPOENAS**. Subpoenas requiring the attendance of witnesses or the production of documentary or tangible evidence at a hearing or the taking of a deposition may be issued by the Board, upon written request by any Party to the proceeding, including the Board itself.

2.10 **SETTLEMENTS**. Unless precluded by law, informal disposition may be made of any hearing by stipulation, agreed settlement, consent, order or default.

2.11 **CONTINUANCES**. For good cause shown, continuances and extensions of time may be granted or denied in the discretion of the Board.

2.12 **PRE-HEARING CONFERENCE**. At a time on or before the day of the hearing, the Board may direct the Parties or attorneys for the Parties if represented, to appear before the Board to consider:

2.12.1 The simplification of the issues.

2.12.2 The necessity or desirability of amending the pleadings.

2.12.3 The possibility of obtaining admissions of fact and of documents which will avoid unnecessary proof.

2.12.4 Such other matters as may aid in the disposition of the case. Such conferences shall be conducted informally and a memorandum will be prepared reciting the action taken at the conference, amendments allowed, agreements of the parties and limitation of the issues to those undisposed of by admissions or agreements of counsel and the parties. The pre-hearing memorandum will control the course of the hearing unless modified by the Board to prevent manifest injustice.

2.13 **POWERS OF BOARD**. The Board shall have the following powers:

2.13.1 To give notice and hold hearings;

2.13.2 To administer oaths and affirmations;

2.13.3 To examine witnesses;

2.13.4 To issue subpoenas;

2.13.5 To rule upon offers of proof and receive evidence;

2.13.6 To dispose of procedural requests or similar matters;

2.13.7 To make initial decisions; and

2.13.8 To take any other action proper under these Rules or the Wyoming Administrative Procedure Act.

2.14 **STANDARD OF CONDUCT**. The Board shall regulate the course of the hearing, including the ejection of any person who in any manner interferes with the orderly Procedure of a hearing. Contemptuous conduct by any person appearing at a hearing shall be ground for his exclusion from the hearing by the Board.

2.15 **TAKING OF TESTIMONY - REPORTER**. In all hearings, the proceedings, including all testimony, shall be reported verbatim, stenographically or by any other appropriate means determined by the Board or the officer presiding at the hearing.

2.16 **ORDER OF PROCEDURE AT HEARING**. As nearly as may be practicable, hearings shall be conducted in accordance with the following order of procedure:

2.16.1 The President shall announce that the hearing is called to order to transact business and call by docket number and title the case to be heard.

2.16.2 The Contestant will be allowed an opening statement to briefly explain his position and outline the evidence he proposes to offer, together with its purpose.

2.16.3 The Board will be allowed an opening statement, in the same manner as allowed the Contestant.

2.16.4 Any additional parties will be allowed an opening statement, in the same manner allowed the Contestant.

2.16.5 The Contestant's evidence will be heard. Witnesses may be cross-examined by any other Party, including the Board. The Board may examine witnesses. Contestant's offered exhibits will be marked by letters of the alphabet, beginning with "A."

2.16.6 The Contestee's or Board's evidence will be heard in the same manner as allowed Contestant's. The Board's exhibits will be marked with numbers, beginning with "1" and

the other Party's evidence shall be designated in such manner as will provide for identification thereof.

2.16.7 The Board, with the assistance of its attorney, or a member of the Board, will introduce any evidence required on behalf of the Board.

2.16.8 The Contestant may offer rebuttal evidence.

2.16.9 The Board may, at its discretion, allow evidence to be offered out of order as herein prescribed. A witness may be permanently excused when all his testimony has been concluded and no good reason exists for his remaining in attendance.

2.16.10 Closing statements will be made in the following sequence:

2.16.10.1 Contestant.

2.16.10.2 Contestee.

2.16.10.3 Board.

2.16.10.4 Contestant in rebuttal.

2.16.11 The time for oral argument may be limited by the presiding officer.

2.16.12 The Board may recess the hearing as required.

2.16.13 After all interested parties have been offered an opportunity to be heard, the President shall declare the evidence closed and excuse all witnesses. The evidence of the case may be reopened at a later date, for good cause shown, by order of the Board upon motion of any Party to the proceeding, the President or the Board itself.

2.16.14 Parties may tender briefs, or the Board may call for such briefs as may be desirable.

2.16.15 The President may declare that the matter is taken under advisement and that the decision and order of the Board will be announced at a later date.

2.17 **WITNESSES AT HEARINGS TO BE SWORN.** All persons testifying-at any hearing before the Board shall stand and be administered the following oath or affirmation by a member of the Board:

“Do you swear (or affirm) to tell the truth, the whole truth, and nothing but the truth in this matter now before the Board, so help you, God?”

2.18 **APPLICABLE RULES OF CIVIL PROCEDURE.** The rules of practice and procedure contained in the Rules of Civil Procedure of the State of Wyoming, insofar as the same may be applicable and not inconsistent with the laws of the State of Wyoming governing administrative proceedings, shall apply in all hearings before the Board. For the application of such rules, the Secretary of the Board is designated to be in the same relationship to the Board as a Clerk of Court to a Court.

2.19 **ATTORNEYS.** The filing of a pleading or other appearance by an attorney constitutes his appearance for the Party for whom made. The Board must be notified in writing of his withdrawal from any matter. This rule shall not be construed to prohibit any person from representing him/herself before the Board.

2.20 **ATTORNEY FOR THE BOARD.** In all hearings before the Board, the President may request the attorney for the Board, if there be one, to be present to assist and advise the Board.

2.21 **ORDERS, DECISIONS, FINDINGS OF FACT, CONCLUSIONS OF LAW.** The Board, following a full and complete hearing shall make and enter a written decision and order, containing findings of fact and conclusions of law based upon the evidence, both testimonial and documentary, introduced and admitted during the course of the hearing. In addition, all matters which have been officially noticed by the Board and which have been taken into consideration as a basis for making findings of fact and conclusions of law will be separately stated. Such decision and order shall be filed with the Secretary and will, without further action, become the final decision of the Board. The Secretary shall, upon receipt of any decision or order, send a copy to Contestant and all interested parties by certified mail, postage prepaid.

2.22 **MEMBERS OF BOARD PRESENT.** No member of the Board shall vote upon a decision of the Board unless he shall have been present at the hearing or has read the transcript of the proceedings. The vote of the Board shall be shown in its decision (i.e., 5-0; 4-1; 3-0; (Name) not participating).

2.23 **APPEALS TO DISTRICT COURT.** Appeals to the District Court from decisions of the Board may be taken in the manner and in the time prescribed by the Wyoming Administrative Procedures Act.

2.24 **TRANSCRIPTS.** Oral proceedings or any part thereof shall be transcribed-on request of any Party upon payment of the cost thereof. In case of an appeal to the District Court, the Party appealing shall secure and file a transcript of the testimony and other evidence offered at the hearing with the Board, which transcript shall be verified by the oath of the reporter or transcribed as a true and correct transcript of the testimony and other evidence in the hearing. The cost of making the transcript shall be paid by the Party prosecuting such appeal. The complete record on appeal, including the transcript of testimony, may be verified by the Secretary.

2.25 **DEFAULT**. In the event of failure of any Party to answer or otherwise appear within or at the time established by the Board, and provided that the foregoing Rules as to notice and service have been complied with, the Party failing to answer, plead or make an appearance shall be deemed to be in default, whereupon the order of the Board shall be entered accordingly.

CHAPTER 3
JACKSON HOLE AIRPORT BOARD NOISE ABATEMENT RULE

3.1. **DEFINITIONS.** In addition to the definitions set forth in Section 1.2 above, when used in this Rule:

3.1.1. The term "ADD" means an average daily departure from the Airport of a scheduled commercial aircraft. ADD is distinguished from the term "aircraft operation," which means either an aircraft arrival or departure.

3.1.2. The term "Scheduled Commercial Aircraft" means all commercial aircraft operating on a schedule or schedules to or from the Airport, published, advertised or otherwise disseminated in advance, whether such operation is periodic or non-periodic.

3.1.3. The term "Department" means the United States Department of the Interior.

3.1.4. The term "Circular" means Federal Aviation Administration (FAA) Advisory Circular 36-3C, or the version of that document currently in effect.

3.1.5. The term "noise level" means the estimated maximum noise levels for each aircraft and engine type as determined by reference to the Circular.

3.1.6. The term "quarter" means a standard calendar quarter beginning with the month of January in each and every year.

3.1.7. The term "Chapter" or "Rule" shall mean this Noise Abatement Rule.

3.2. **MAXIMUM NOISE LEVEL LIMITS.**

3.2.1. No aircraft shall operate at the Airport which has a single event noise level which exceeds 92 on the dBA scale on approach. No adjustments for gross weight will be allowed.

3.2.2. Aircraft types and models which are not listed in the Circular will be allowed to operate if the FAA determines that the aircraft type and model would meet the noise limits stated above if it were tested according to FAA procedures and the operator obtains approval from the Board certifying that the operation of the aircraft is compatible with conditions for operation of the Airport.

3.2.3. The Director is directed to enforce the provisions of this Chapter through any lawful and available means, including but not limited to revocation of leases, licenses and/or agreements to the extent authorized by law. This Section is supplemental to Ordinances of the

Town of Jackson which declare the operation of aircraft at the Airport which exceed identified noise levels to be a misdemeanor, and which establish a penalty for violations.

3.3. **ACCESS PLAN.**

3.3.1. **Establishment of Base Class Aircraft.** There is established a base class of commercial aircraft which may operate at the Airport. The base class shall be the Boeing 737-200-17 aircraft, with JT8D-17QN engines, which has a noise level of 91.6 on the dBA scale on approach and 87.3 on the dBA scale on departure.

3.3.2. **Limitation on Operations.** There is established for the Airport a limitation on the number of base class commercial aircraft which may operate at the Airport. No more than 6.5 ADD's averaged annually and 6.85 ADD's averaged per quarter, of base class commercial aircraft may operate at the Airport.

3.4. **EQUIVALENCY.**

3.4.1. The Director is authorized to make equivalency determinations based upon noise levels or actual noise measurements, and to inform air carriers and other interested parties of such determinations.

3.4.2. Scheduled commercial aircraft with maximum noise levels less than that of the base class aircraft may operate at the Airport in excess of the annual and quarterly ADD limitations, in accordance with the Director's application of the equivalency formula.

3.4.3. An ADD equivalency value for quieter aircraft shall be determined by the Director in accordance with the following relation:

$$\begin{aligned} \text{At takeoff:} \\ \text{Equivalency} &= \frac{1}{\text{Antilog}_{10} \left(\frac{87.3 - L(\text{new aircraft})}{10} \right)} \\ \\ \text{At approach:} \\ \text{Equivalency} &= \frac{1}{\text{Antilog}_{10} (91.6 - L(\text{new aircraft}))} \\ & \qquad \qquad \qquad 10 \end{aligned}$$

The ADD equivalency value to be used shall be the higher value of these two calculations. For the purposes of these equivalency calculations, the maximum noise levels are used as surrogates for Sound Exposure Level (SEL). This approximation is deemed valid for the comparison of similar types of aircraft, such as the 737-200 and other types of commercial aircraft used at the Airport.

3.4.4. After operations by such quieter aircraft have commenced, equivalency may, at the request of any air carrier subject to this Chapter, be re-evaluated utilizing actual noise measurements. Equivalency shall be re-evaluated using actual noise measurements in accordance with the following formula:

$$\text{Energy Average SEL} = 10 \text{ Log}_{10} \frac{1}{N} \left[\begin{array}{cc} N & \text{SELi}/10 \\ 10 & \end{array} \right]$$

N = Number of flights measured.

SELi = Measured sound exposure level for the i th event.

An ADD equivalency value shall be determined by the Airport Manager in accordance with the following relation:

At takeoff:
Equivalency =

$$\text{Antilog}_{10} \left(\frac{\text{SEL (base class aircraft)} - \text{SEL (new aircraft)}}{10} \right)$$

At approach:
Equivalency =

$$\text{Antilog}_{10} \left(\frac{\text{SEL (base class aircraft)} - \text{SEL (new aircraft)}}{10} \right)$$

The ADD equivalency value to be used shall be the higher value of these two calculations.

3.4.5. In re-evaluating equivalency, at the request of an air carrier, actual noise measurements of quieter aircraft shall be compared against actual noise measurement of the base class aircraft taken at the same sites and under approximately the same meteorological conditions. Measurements shall be carried out in accordance with the procedures specified in Paragraph 4(F)(1), a. through c. of the Agreement, attached as Appendix "A" to this Rule. All measurements shall be undertaken at the expense of the requesting air carrier.

3.4.6. All actual measurement re-evaluations shall be based upon the energy average sound exposure level (SEL) of approaches at the Moose measurement site, and of departures at the Moviton Loop measurement site.

3.4.7. For both noise levels and actual measured levels, equivalency shall be calculated for both approach and takeoff noise levels. The calculation which results in an equivalency level closest to 1.00 shall be the ADD equivalency value for that aircraft.

3.5. **EXEMPTIONS.**

3.5.1. Scheduled commercial aircraft having maximum noise levels below 86.0 dBA on approach and 74.5 dBA on departure shall be permitted to operate at the Airport without regard to the ADD limitations of this access plan.

3.5.2. Aircraft types and models which are not listed in the Circular will be exempt if the FAA determines that the aircraft type and model would meet the noise limits stated above, if it were tested according to FAA procedures and the air carrier obtains approval from the Board certifying that operation of the aircraft is compatible with conditions for operation of the Airport.

3.6. **ALLOCATION OF ADD'S AMONG COMMERCIAL AIR CARRIERS**

3.6.1. Air carriers may freely schedule additional operations at the Airport until such time as proposed scheduling from all air carriers serving the Airport will exceed the established ADD limitations.

3.6.2. All air carriers which operate or propose to operate non-exempt scheduled commercial aircraft at the Airport shall periodically, but no less than quarterly, submit to the Director information concerning the number of their proposed operations, by aircraft type, model and engine classification, ninety days prior to the start of each quarter.

3.6.3. If any air carrier, incumbent or non-incumbent, proposes to schedule additional operations of nonexempt aircraft which would exceed the annual or quarterly ADD limitations of this access plan, the Director shall immediately notify all air carriers operating nonexempt aircraft that an allocation is necessary and request information from them which may be necessary to make the proposed determination.

3.6.4. The Director is authorized to allocate and reallocate ADD's among air carriers based upon the factors enumerated in subparagraph 3.6.5 below. When an allocation or reallocation has been made, the Director shall immediately inform all affected air carriers of the determination and provide them with a statement of reasons.

3.6.5. In allocating and reallocating ADD's, the Director shall consider the following:

3.6.5.1. The extent to which each air carrier has complied with or has evidenced an intent to comply with noise abatement plans and requirements applicable to operations at the Airport.

3.6.5.2. The number of aircraft, and their respective noise levels, proposed to be operated by each air carrier;

3.6.5.3. Such other considerations which are nonarbitrary and nondiscriminatory and which are reasonably related to the purposes set forth in the Board's adopting Resolution of March 14, 1985.

3.6.6. The rights to ADD's allocated under this access plan are not property rights and are not transferable.

3.6.7. If any air carrier fails to utilize annual or quarterly ADD's allocated to it, any other air carrier may apply to the Director for reallocation of the unutilized ADD's. After notice to the holder of the ADD's, and opportunity for comment, the unused ADD's may be reallocated. Upon reallocation, these ADD's shall remain with the new carrier unless or until they are reallocated.

3.6.8. Based upon new circumstances, an air carrier may at any time apply to the Director for a reallocation of ADD's.

3.7. **PERIODIC REPORTS.** At the beginning of each quarter, the Director shall report to the Board the ADD'S for the preceding quarters actually operated and the projected annual average.

3.8. **ENFORCEMENT.** The Director is directed to enforce the provisions of this Rule through lawful and available means, including the Board's agreements with air carriers which use or propose to use the Airport. Each such agreement shall clearly specify that failure of the air carrier to comply with the terms of this Rule constitutes a material breach of the agreement.

3.9. **APPEALS.**

3.9.1. Any affected air carrier may appeal an equivalency or exemption determination, or an ADD allocation or reallocation to the Board within fifteen days of receipt of the Director's determination. Such an appeal shall clearly state the grounds and include such material as the appellant wishes the Board to consider.

3.9.2. In the appeal of an equivalency or exemption determination, the burden shall be upon the appellant to establish its case by a preponderance of the evidence.

3.9.3. After notice to all affected air carriers, and hearing if requested by any affected air carrier, the Board shall rule upon the appeal based upon the factors enumerated in subsection 3.6.5 above, and immediately inform all affected air carriers of its determination.

3.10. **DURATION.** This Rule shall remain effective until expressly superseded.

3.11. **NOTICE**. The Director shall mail notice of this Rule to each certificated air carrier which provides service to an airport in the State of Wyoming, and to the Air Transport Association.

3.12. **EFFECTIVE DATE**. This Rule shall be effective immediately upon filing with the Office of the County Clerk of Teton County, Wyoming.

3.13. **SEPARABILITY**. If any provision of this Rule or the application of any provision of this Rule to any air carrier or circumstances is held invalid, the application of such provision to other air carriers or circumstances and the remainder of the Rule shall not be affected thereby.

APPENDIX "A"

A. Noise Metrics/Noise Measurement Equipment: Single event noise levels shall be measured using a Type 1 Precision Integrating Sound Level Meter (PISLM) or equivalent system capable of displaying:

1. Sound Exposure Level (SEL), the single event acoustical dose (also expressed LAE).
2. Maximum A-Weighted Sound Level (dBA), measured using SLOW dynamic response, (also expressed as LASm).
3. All measurement equipment and measurement practices shall comply with International Electrotechnical Commission Publication 651 (IEC-651).

B. Data Reporting: For each single event aircraft noise measurement it is necessary to provide the following:

1. Aircraft type, air carrier identification
2. Type of operation (landing or takeoff)
3. dBA
4. SEL
5. Graphic Level Time History (optional)
6. Time of maximum dBA occurrence
7. Airport reported wind, direction and speed temperature.

C. Determination of Statistical Average Sound Levels for Aircraft Type.

1. For each aircraft type within the Airport mix determine a mean SEL and dBA value along with standard deviation for both approach and departure modes. These mean values must in each case reflect a statistical population of events which in turn reflect the yearly average Airport operational characteristics including low wind (i.e., less than 10 knots), average temperature and representative trip length.

2. For each determination of average sound exposure it is necessary to acquire a population sample size necessary to achieve a 90% confidence interval of plus minus 1.5 dB.

CHAPTER 4
JACKSON HOLE AIRPORT BOARD
DEVELOPMENT SUBZONE USE RULE

4.1 **DEFINITIONS.** In addition to the definitions set forth in Section 1.2 above, when used in this Chapter:

4.1.1 The term “Development Subzone” shall refer to that portion of the Airport established by Section 7 of and Attachment B to, the Agreement.

4.1.2 The term “Use Map” shall refer to the Development Subzone Use Map attached to this rule as Exhibit 1.

4.1.3 The term “Development” shall mean construction of buildings, structures or other improvements as are necessary and desirable for operations permitted by the Agreement. Development does not include construction or installation of navigational, safety, security, maintenance or other facilities by the Board or any other authorized governmental entity.

4.2 **USE AREA DESIGNATION.** Use areas within the Development Subzone and east of the Building Restriction Line are, for purposes of Development, as follows:

4.2.1 **Green Area (Zone 1):** Area designated for passenger terminal, ARFF, Airport Administrative Offices, Airport operations and equipment uses, air carrier equipment and accommodation;

4.2.2 **Pink Area (Zone 2):** Area designated for general aviation facilities including hangars and facilities for fixed based operators, specialized service operators, fuel facilities, and associated automobile parking;

4.2.3 **Orange Area (Zone 3):** Area designated for passenger/visitor/Board and airline employee parking; rental car ready/return, and ground transportation provider parking;

4.2.4 **Yellow Area (Zone 4):** Area designated for rental car service facilities, car prep activities, and rental car storage parking;

4.2.5 **Blue Area (Zone 5):** Area designated for winter snow storage/stockage which may be used for parking of aircraft and/or automobiles seasonably;

4.2.6 **Purple Area (Zone 6):** Area designated for septic and leach field area for existing and future uses; and

4.2.7 **Red Area (Zone 7):** Area designated for existing and future vehicular movement and access.

4.3 **IMPLEMENTATION.**

4.3.1 This Rule shall be utilized by the Board in considering applications for Development at the Airport. No application for development shall be approved except in accordance with the Rule as adopted or hereafter amended.

4.3.2 In considering applications for Development, the Board shall apply this Rule in conjunction with all other applicable statutes, ordinances, rules, regulations, standards, guidelines and contractual obligations.

4.3.3 The Board shall interpret the Use Map and apply it to applications for Development.

4.3.4 That portion of the Development Subzone west of the Building Restriction Line shall not be available for Development.

4.4 **REVIEW AND AMENDMENT.**

4.4.1 Periodically, but no less than each five years, the Board shall review the Use Map. The Board shall amend the Use Map as necessary to reflect changes in Airport needs and use and anticipated changes in Airport need and use.

4.4.2 Pursuant to Wyoming Statutes Section 16-3-106 (1997) any interested person may petition the Board requesting an amendment to or repeal of the Use Map.

4.5 **DURATION.** This Rule shall remain effective until expressly superseded or amended.

4.6 **EFFECTIVE DATE.** This Rule shall be effective immediately upon filing with the office of the County Clerk of Teton County, Wyoming.

4.7 **SEPARABILITY.** If any provision of this Rule or the application of any provision of this Rule to any applicant or circumstance is held invalid, the application of such provision to other persons or circumstances and the remainder of this Rule shall not be effected thereby.

CHAPTER 5
RULE RESPECTING THE CONDUCT
OF BUSINESS OPERATIONS

5.1 **DEFINITIONS**~~Error! Bookmark not defined.~~. In addition to the definitions set forth in Section 1.2 above, when used in this Chapter:

5.1.1 The term "Applicant" means any person, corporation, partnership or other legal entity which either owns or proposes to operate a Business at the Airport.

5.1.2 The term "Business" means any advertising, offering, production or delivery, in whole or in part, of services or goods to or for another in exchange for direct or indirect payment, or other thing of value. A Business shall be deemed to be conducted at or upon the Airport.

5.1.2.1 It owns or leases one or more aircraft at the Airport which are used for the provision of commercial activities originating or terminating at the Airport;

5.1.2.2 It maintains a base of operations for any commercial activity at the Airport which offers services to the public, whether operated by itself, its agents or contractors; or

5.1.2.3 It operates on, from or through the Airport, and advertises in any way the availability of services or goods at the Airport.

5.1.3 The term "Development" means construction, installation or major modification of buildings, structures or other improvements at the Airport. Development excludes construction or installation of navigational, safety, security, maintenance, passenger or similar facilities by the Board or other governmental entity.

5.1.4 The term "Development Subzone" means that portion of the Airport established as a Development Subzone by the Agreement.

5.1.5 The term "Subzone Use Rule" means the Development Subzone Use Rule as adopted by the Board on June 9, 1988, or as it may hereafter be amended.

5.2 **MISCELLANEOUS PROVISIONS.**

5.2.1 **Short Title.** This Rule may be cited and referred to as the "Airport Business Operations Rule" and for brevity is referred to herein as "this Rule."

5.2.2 **Intent and Purposes.** It is the intent of this Rule to exercise legislative authority available to the Board under the Statutes of the State of Wyoming, Chapter 12.16 of the

Municipal Code of the Town of Jackson, the Board's Certificate of Organization, and the Board's inherent authority as proprietor of the Airport. The purposes sought to be promoted by this Rule are to:

5.2.2.1 Control, maintain and manage the Airport in a manner consistent with the public interest;

5.2.2.2 Provide for private use of portions of the Airport to serve public needs on terms which are open, fair, non-exclusive, non-discriminatory and consistent with the public interest;

5.2.2.3 Allow opportunity for operation, establishment and maintenance of businesses at the Airport to meet public needs;

5.2.2.4 Provide for phased Development of the Airport, taking into consideration the limited land availability and anticipated future land use needs.

5.2.2.5 Insure that Businesses and Development at the Airport comply with the requirements of the Agreement and are otherwise compatible with the Airport's location;

5.2.2.6 Secure the safety of persons on the Airport; to provide adequate light and air; and to lessen congestion; and

5.2.2.7 Promote the health, safety and general welfare of persons utilizing and employed at the Airport.

5.2.3 Implementation. This Rule shall be utilized by the Board in considering requests to conduct Business and/or Development at the Airport. No such request shall be approved except in accordance with this Rule.

5.2.4 Compatibility with Other Laws. If this Rule imposes greater restrictions or requirements than imposed by other laws, codes, ordinances, contracts or regulations, the provisions of this Rule shall control. It is not the intent of this Rule to relax, reduce, or eliminate the requirements of any other law, ordinance, code, regulation or contract.

5.2.5 Compatibility with Minimum Standards. This Rule shall be implemented in conjunction with the Minimum Standards and Requirements for the Conduct of Commercial Services and Activities at the Jackson Hole Airport, Jackson, Wyoming, as adopted by the Board on April 15, 1987 or as subsequently re-adopted or amended. In the event of conflict between the provisions of this Rule and the Minimum Standards, the provisions of this Rule shall control.

5.2.6 Effective Date and Duration. This Rule shall be effective immediately upon filing with the office of the County Clerk of Teton County, Wyoming, and shall remain effective until expressly superseded or amended.

5.2.7 Separability. If any provision of this Rule or the application of any provision of this Rule to any Applicant or circumstance is held invalid, the application of such provision to other Applicants or circumstances and the remainder of this Rule shall not be effected thereby.

5.3 GENERAL REQUIREMENTS REGARDING BUSINESS OPERATIONS.

5.3.1 Board Approval of Airport Business.

5.3.1.1 No Business shall be conducted at the Airport except pursuant to a written agreement between the Applicant and the Board. Written agreements shall not be limited by the contents of this Rule, but shall contain such additional terms and conditions as the Board deems necessary or appropriate to Airport management, operation and control.

5.3.1.2 Any person proposing to conduct a Business at the Airport shall inform the Director provide such information as the Director may reasonably require, and request a written agreement with the Board under which the proposed Business may be conducted.

5.3.1.3 If the Board, in its discretion determines that the potential exists for violation of the noise standards of this Rule or the Agreement, then upon request of the Board, Applicants desiring to operate a Business at the Airport shall demonstrate that the proposed Business will not violate such standards.

5.3.2 Type of Business Permissible.

5.3.2.1 Only Business which offers services or products meeting public need shall be conducted at the Airport. All such services and products shall be reasonably available to the public.

5.3.2.2 Only Business which is necessary and appropriate to a public use airport may be conducted at the Airport. Commercial overnight lodging facilities and industrial or manufacturing activities unrelated to direct Airport operations shall not be permitted.

5.3.3 General Standards for Airport Business. Each Business conducted at the Airport shall comply with the Agreement, and with applicable statutes, ordinances, regulations and rules as they now exist or as they may be hereafter adopted or amended.

5.3.3.1 No Business shall be conducted at the Airport which generates noise measured at the Airport boundary in excess of the:

5.3.3.1.1 Weighted noise levels established for the following time:

9:30 p.m. to next 7:00 a.m.	55 db(A)
7:00 a.m. to next 9:30 p.m.	65 db(A) and

55 db(P.) for 15 minutes in any one hour
60 db(A) for 5 minutes in any one hour
65 db(A) for 1 minute in any one hour.

(provided that noise limits shall apply to engine testing and maintenance, but not to the operation of aircraft); or

5.3.3.1.2 Generates noise in violation of or which results in violation of a standard established by the Interior Agreement.

5.3.3.2 If the Board, in its discretion, at any time determines that the potential exists for violation, by a Business, of the noise standards of this Rule or the Interior Agreement, the Business shall demonstrate compliance with such standards.

5.3.3.3 No Business shall utilize noxious or hazardous materials other than those usual and necessary to aeronautical activities. Noxious or hazardous materials utilized shall be stored, used and disposed of in accordance with applicable law and industry practice.

5.3.3.4 Vehicles, equipment, engines, airframes, parts, salvage aircraft, barrels, drums, materials, supplies and products shall not be stored outside structures, unless approved in writing by the Board. Aircraft stored on the Airport without airworthiness certificate (except for purposes of re-licensing may, at the discretion of the Board, be declared salvage aircraft.

5.3.3.5 Fuel shall not be stored on the Airport unless approved in writing by the Board.

5.4 **ADDITIONAL REQUIREMENTS FOR TENANT BUSINESS OPERATIONS.**

5.4.1 Tenant Business Operations. Any Business utilizing space at the Airport on an exclusive basis, under an agreement or lease with the Board for such utilization of space, shall be considered a Tenant Business. Each Tenant Business shall comply with Section 5.3 of this Rule.

5.4.2 Economical Use of Space. Each Tenant Business shall demonstrate that its proposed exclusive use of space is not greater than that necessary to conduct the Business proposed, and is configured so as to allow for the reasonable use of surrounding space.

5.4.3 Conditions on Exclusive Use of Space. The exclusive use of space shall be permitted only:

5.4.3.1 on a space available basis;

5.4.3.2 in areas determined by the Board to be appropriate and available for the exclusive use proposed; and

5.4.3.3 pursuant to an agreement with the Board containing such additional terms as the Board reasonably determines to be appropriate or necessary for a Tenant Business.

5.5 ADDITIONAL REQUIREMENTS FOR TENANT BUSINESS OPERATIONS INVOLVING NEW DEVELOPMENT.

5.5.1 Scope of Requirements. This Section 5.5 applies to private entities requesting new Development on the Airport. It does not apply to the building, installation and expansion of any facility which may be proposed or initiated by the Board, or to Board approval of proposals by the Federal Aviation Administration or another governmental entity, to construct facilities on the Airport to serve the public need or convenience. Moreover, the application deadlines of this Section 5.5 shall not apply to the construction of fuel facilities, where the Board finds that their construction in a compressed time frame is necessary to serve an urgent need.

5.5.2. General Conditions for Development.

5.5.2.1 Each Business requesting new Development at the Airport will be required to comply with Sections 5.3, 5.4 and 5.6 of this Rule; meet both immediate and long term public need at the Airport; be financially self sufficient and reasonably capable of being capitalized, maintained and operated from revenues generated from the Business associated with the Development, for a reasonable period determined by the Board as described herein below; and possess managerial, business or similar experience necessary to operate the Business proposed.

5.5.2.2 Development may only be undertaken in an area designated by the Subzone Use Rule as available for the type of Development proposed, within an area otherwise reasonably available for Development, and in accordance with all requirements and limitations of the Agreement between the Department of the Interior and the Board, dated April 27, 1983, as amended.

5.5.2.3 Development shall occupy the minimum space necessary to conduct the Business authorized, be placed so as to maximize the availability of land for additional Development, and be consistent with the public interest both at the time of application and over the extended term of the Agreement.

5.5.3 Request for Development. Any person desiring new Development on the Airport to facilitate a Business shall submit a Request for Development to the Board. The Request shall contain:

5.5.3.1 A drawing indicating the location of the Development on the Airport, showing the building footprint, together with distances to surrounding improvements, the Development Subzone and Subzone Use area boundaries, and/or the building setback line, as appropriate.

5.5.3.2 A diagram of the proposed Development showing height, width, and length, together with a narrative description of the type of structure contemplated, including type of walls and roof and significant architectural features.

5.5.3.3 A narrative description of the uses for which the Development is proposed, together with an explanation of the public need for such uses on the Airport.

5.5.3.4 A statement indicating the proponents' willingness to either negotiate in good faith for an agreement with the Board for use and occupancy of the Development when constructed (an Operating Agreement), an amendment to an existing Operating Agreement, or at the Board's option, a willingness to respond to a request for proposals for use of such a Development (an ARFP).

5.5.4 Consideration of Request for Development. The Board will consider a Request for Development, and promptly submit such plans to the National Park Service for comment pursuant to Section 7(a) of the 1983 Interior Agreement. The Board shall promptly provide the proponent with copies of any such written comments. No later than the date of its next meeting which is at least fifteen (15) days after receipt of such comments, the Board, shall determine in the exercise of its reasonable discretion:

5.5.4.1 Whether the Request for Development meets the requirements of Sections 5.5.2 and 5.5.3 above. If the Request does not meet those requirements, it shall be rejected and the Board will make no further determinations.

5.5.4.2 Whether the Board finds it to be in the best interest of the public and the Airport (a) for the Board to construct and own the Development, or a similar Development, at its cost and expense, or (b) to permit private construction of the Development taking into consideration in either case, among other things, the Board's requirements under the Use Agreement and FAA Grant Assurances, and the effect of the decision on the availability of

land to accommodate all other Airport needs and obligations during the remaining term of the Use Agreement.

5.5.5 Board Funded Development. If the Board determines that the Request meets the requirements of Section 5.5.4, it shall proceed to construct a Development at its cost and expense, in the following manner:

5.5.5.1 The Board will prepare a proposed Operating Agreement for use of the Development upon its substantial completion. Any such Operating Agreement shall be for a term of not more than five (5) years from date of occupancy; shall incorporate by reference the Board=s Minimum Standards which are applicable to the proposed operation; and, shall incorporate provisions required by the Use Agreement, FAA Grant Assurances and Regulations; standard Board lease terms and requirements as may be developed from time to time, and such other reasonable terms and conditions as the Board deems necessary or appropriate to safeguard the public interest.

5.5.5.2 If the Board determines to construct the Development itself, after preparation of a proposed Operating Agreement, the Board may determine to either:

- (a) Negotiate the terms of, and enter into an Operating Agreement with the party which proposed the Development; or
- (b) Circulate and publish notice of an RFP for use and occupancy of the Development, under the same or similar terms as contained in the proposed Operating Agreement; and, negotiate the terms of and enter into an Operating Agreement with the party selected pursuant to the RFP process.

5.5.5.3 Upon execution of an Operating Agreement for use and occupancy of the proposed Development, the Board shall, in consultation with the tenant:

- (a) Engage such architects and/or engineers as are appropriate; contract for the preparation of plans and specifications; and, develop a construction schedule for the proposed Development, leading to substantial completion within a reasonable period not to exceed 24 months from the Board=s execution of an Operating Agreement.
- (b) Engage a contractor or contractors to construct or install the proposed Development, in accordance with the plans and specifications and the construction schedule established.

5.5.5.4 The Board may approve an Operating Agreement for use and occupancy of a Development, with a term longer than five (5) years, if and only if, the Board finds that (a) needed Development will not occur unless a longer term years is offered, (b) fair competition on the Airport will not be foreclosed by granting a longer term, and (c) the public interest will be served by granting a longer term. Any such extended term shall be no longer than necessary to satisfy these findings.

5.5.6 Private Construction of Development. Notwithstanding the above, the Board may permit private funding of Development if it finds that:

5.5.6.1 The request meets the requirements of Section 5.5.2 and 5.5.3 above;

5.5.6.2 The Development would involve only the use of a facility or area of the Airport which the requesting party has or will have an Operating Agreement with the Board;

5.5.6.3 The proposed Development would utilize such an additional land area which would not interfere with Airport operations, another Airport tenant, or the utility of any other land area for other necessary Airport uses in the future; and

5.5.6.4 The Board determines not to construct the Development itself, pursuant to this Section 5.5.

5.5.7 Agreement for Private Development or Expansion. If a request for Development meets the requirements of Sections 5.5.6 above. The Board shall negotiate and enter into an Amendment of the Operator=s Operating Agreement containing the following terms:

5.5.7.1 The amendment shall incorporate the provisions of Sections 5.5.7.2 through 5.5.7.5 below; incorporate by reference the Board=s Minimum Standards which are then applicable to the proposed operation to be conducted in or on the Development; provisions required by the Use Agreement, FAA Grant Assurance and Regulations; standard Board lease terms and requirements as may be developed from time to time; and, such other reasonable terms and conditions as the Board deems necessary or appropriate to safeguard the public interest.

5.5.7.2 Upon completion of the Development, the Operator shall submit a sworn statement of construction costs and date of substantial completion, with such supporting documentation as the Board may reasonably request. Such statement shall conclusively establish the construction cost of the Development unless challenged by the Board within 60 days. If the Board and Operator cannot agree on the amount of construction costs, the matter shall be

submitted to binding arbitration, under the rules of the American Arbitration Association.

5.5.7.3 If, after expiration of the term of its Operating Agreement, the Operator is not offered a successor Operating Agreement, the Operator shall be required to sell its interest in the Development constructed hereunder, to a successor operator selected by the Board, or, at the Board's election to the Board, at a price arrived at by application of the formula set forth in subparagraph 5.5.7.5 below.

5.5.7.4 The Board will agree that as a condition precedent to award of an Operating Agreement to a successor operator, the successor operator shall be required to purchase from the Operator its then unamortized investment in the Development. If the Board instead takes possession of the Development, and if Operator is not in default under its Operating Agreement, the Board shall purchase the Development from the Operator at its then unamortized value.

5.5.7.5 In any sale by an Operator of the Development, in accordance with this Agreement and this Rule, the sale price of the Development shall be conclusively established to be the construction cost of the Development, minus an increasing monthly deduction to the nearest complete month since the date of its substantial completion, both as established in subparagraph 5.5.7.2 above. For this purpose, the sales price shall be equal to the remaining principal balance of the construction cost, which would result from (a) an assumed loan in the amount of the construction cost, (b) assumed level payments on such assumed loan (of principal and interest combined), (c) an assumed interest rate at the Prime Rate, as published in the Wall Street Journal, floating, and adjusted monthly (on the first business day of each calendar month), and (d) for a term equal to the assumed loan period as determined below. Such declining principal balance shall be over a period, commencing on such date of substantial completion, and running for a period of years, determined by the Board at the time of approval of the Development based on the best information then available, to be reasonable and sufficient for an operator to amortize its investment in construction such as the Development, but in no event longer than a period of twenty (20) years.

5.5.8 General Terms of Operating Agreements. Any Operating Agreement for private Development shall also contain the following terms:

5.5.8.1 Applicant will grant the Board increasing equity and security interests in the facility in which the Development is located and to that effect, will execute and deliver a Deed of Trust, Security Agreement and Financing Statement. The amount of the Board's increasing equity and security interests shall be equal to any amounts due the Board by the Operator; an amount equal to the value of the Development on the date of substantial completion, divided by the number of months of the amortization period set by the Board at the time of approval, multiplied by the number of months since substantial completion, plus one month; and, the amount necessary to remove and dispose of the Development and restore the Premises.

5.5.8.2 The Development shall automatically be transferred to and become the sole property of the Board at the expiration of the amortization period or the unexpired term of the Use Agreement, whichever is shorter.

5.5.8.3 If an Operating Agreement is revoked or terminated prior to expiration of its term, the Board may (a) require the Applicant to remove the Development and restore the site; (b) remove the Development, restore the site and charge the reasonable cost of removal and restoration to the Applicant; (c) foreclose its security interest; and/or (d) take any other action available to the Board under the Operating Agreement or applicable law.

5.5.9 Application for Conceptual Approval. If the Board determines that the Request for Development meets the requirements of Section 5.5.2., 5.5.3 and 5.5.6 above, and the Board determines not to construct the Development, it shall also authorize the Operator to submit an Application for Conceptual Approval.

5.5.9.1. The Application for Conceptual Approval shall:

- (a) Fully and separately establish that the proposed Development will conform with each standard and condition set forth in this Rule;
- (b) Set forth: (1) a schematic design for the Development; (2) preliminary cost estimates; (3) a construction schedule and calendar; (4) five year cash flow (projected income and expenses); and (5) an explanation of how the Development will be financed; together with a loan commitment, letter of credit or similar firm confirmation addressed to the Board that upon approval of the Development, adequate construction capital will be available and certifying that the funding source is aware of the terms of Subsection 5.5.7 of this Rule.
- (c) Be submitted to the Board, in reasonably complete form, no later than November 1st in the year preceding the year in which Development is proposed to occur. Development shall be planned so as to be completed and capable of being utilized as intended within a single building season, which for purposes of this Rule shall be May 1st through November 1st of each calendar year.

5.5.9.2 No application for Conceptual Approval shall be approved unless the Board finds that the application is complete and that the proposed Development will comply with the requirements of this Rule.

5.5.9.3 If an Applicant which receives Conceptual Approval fails to timely submit a completed application for Final Approval, Conceptual Approval shall automatically expire.

5.5.10 Application for Final Approval.

5.5.10.1 Applicants which obtain Conceptual Approval for Development may submit to the Board an application for Final Approval. Applications for Final Approval shall be based on the conceptual plan approved and shall contain: (a) detailed engineering plans and specifications; (b) detailed construction budgets and construction schedules; (c) a renewal confirmation addressed to the Board that upon Final Approval of the Development, adequate construction capital will be available; (d) an explanation of any changes which have accrued since Conceptual Approval; and (e) such other matters as the Board may reasonably require in its Conceptual Approval.

5.5.10.2 Applications for Final Approval which are based on Conceptual plans significantly different than those already approved shall be rejected until Conceptual Approval is obtained for such plans.

5.5.10.3 Applications for Final Approval shall be submitted to the Board no later than January 1st of the year in which Development is proposed. All proposed structures or improvements shall be compatible in architectural style and appearance with existing Airport structures, and shall otherwise be within the scope of improvements authorized by the Use Agreement. All applications for Final Approval shall be submitted to the Department of the Interior for review and comment pursuant to paragraph 7(a) of the Use Agreement.

5.5.11 Rejection of Applications and Termination of Authority.

5.5.11.1 The Airport Director shall reject any application for conceptual or Final Approval which is incomplete or untimely. Applications so rejected may be resubmitted within the deadlines established.

5.5.11.2 Final Approval shall automatically expire if an Applicant receives Final Approval but fails to commence construction by September 1st of the year for which construction is proposed, or by such later date as approved by the Board in the final application.

5.5.11.3 An Applicant receiving Final Approval must comply with the approved construction plans and schedule. Applicants failing to comply with the approved construction plans or schedule shall receive a written warning from the Board. If, after written warning, the Applicant fails within fifteen days to remedy its deviation from the approved construction schedule or plans, and such deviation has not been caused by strikes, act of God, war or other causes beyond the control of Applicant, the Board may terminate its approval for Development, and all construction activity shall cease.

5.5.12 Variances,

5.5.12.1 The Board may approve variances from the standards, conditions and requirements of 5.5.10 and 5.5.11 of this Rule if and to the extent that the Applicant demonstrates that the granting of such variance is not inconsistent with the purposes of this Rule and is in the public interest.

5.5.12.2 No variance may authorize Development which is inconsistent with the requirements of the Use Agreement, specifically any Development, having elevation height above sea level in excess of buildings existing at the Airport on April 27, 1983. Such elevation is conclusively deemed to be 6,437 feet.

5.6 **REQUIREMENTS FOR ALL BUSINESS DEVELOPMENT.** Existing and proposed development at the airport shall comply with the following requirements:

5.6.1 Trash Facilities. Outside trash facilities shall be constructed and maintained so as to eliminate odors, insects, dust and other nuisances. Trash shall be stored in closed containers suitably screened from public view in a manner compatible with building and Airport design.

5.6.2 Signs. Signs shall be compatible with those utilized by the National Park Service in Grand Teton National Park. No sign shall be visible from off-Airport location under ordinary circumstances.

5.6.3 Exterior Lighting. Only exterior lighting reasonably necessary for safety, security and operation of the Business shall be permitted. All sources of light shall be shielded to minimize visibility from off-Airport locations.

5.6.4 Architectural Style. Development shall, in the opinion of the Board, be compatible in architectural style, color and appearance with existing buildings at the Airport.

CHAPTER 6
GROUND TRANSPORTATION RULE

6.1 **FINDINGS AND OBJECTIVES.** The Board finds that the safety, convenience and needs of the traveling public and the citizens of Teton County and the Town of Jackson would be served by a Rule that encourages the following objectives:

6.1.1 Convenient, dependable, daily year-round ground transportation for air travelers to and from a wide range of destinations within the Airport's service area, at fair and reasonable rates, as required by the Board's Agreement with the United States, dated April 27, 1983.

6.1.2 Maximum safety, comfort and convenience in the loading and unloading of passengers and their belongings at the Airport.

6.1.3 Minimum congestion of traffic, passengers and luggage at the Airport.

6.1.4 Maximum utilization of limited parking and loading space at the Airport.

6.1.5 Flexibility to meet changing ground transportation needs from year to year and from season to season.

6.1.6 Coordination of ground transportation with minimum administrative expense and inconvenience.

6.1.7 Equal opportunity for most classes of Providers, as established by the Board, to compete for business from the public.

6.1.8 Recovery from Providers of administrative cost of the Airport's ground transportation system.

6.2 **AUTHORITY.** This Rule is established for the Airport pursuant to the authority of the Board to operate and maintain the Airport under, without limitation, Wyoming Statute Section 10-5-101, et seq. (2005), Chapter 12.16 of the Ordinances of the Town of Jackson, and the Board's status as proprietor of the Airport.

6.3 **DEFINITIONS.** Unless the context clearly indicates that a different meaning is intended, as used herein the words and phrases set forth below shall have the following meaning:

6.3.1 "Agreement" shall mean the written contract entered into between the Board and each Provider on an annual or other basis.

6.3.2 "Airport" shall mean the Jackson Hole Airport.

6.3.3 "Board" shall mean the Jackson Hole Airport Board.

6.3.4 "Commercial Vehicle" or "Vehicle" shall mean any vehicle which provides for the carriage of persons and property to or from the Airport for which the passenger, either directly or indirectly, pays a charge, excluding rental vehicles driven by the consumer.

6.3.5 "Employee" shall mean any employee, officer or director, of a Provider or other individual who operates a Commercial Vehicle or provides other service at the Airport for a Provider, and includes an individual Provider.

6.3.6 "Director" shall mean the Airport Director, vested with management authority of the Airport, or any individual designated by the Director to act in his/her behalf.

6.3.7 "Person" shall mean any individual, partnership, corporation, joint venture, or other legal entity.

6.3.8 "Plan" shall mean any annual Ground Transportation Plan adopted by the Director pursuant to this Rule.

6.3.9 "Rule" shall mean this Jackson Hole Airport Ground Transportation Rule, together with any amendments which may be adopted by the Board from time to time.

6.3.10 "Provider" shall mean the owner or operator of a Commercial Vehicle. Corporations, partnerships and other entities owned or controlled by the same individual or group of individuals shall, for purposes of this Rule, be considered to be a single Provider. The actions and omissions of all employees, officers, directors, and other persons acting for a Provider shall be deemed to be the acts or omissions of the Provider.

6.3.11 "Solicitation" shall mean communication or attempted communication for the purpose of encouraging a potential customer to engage a Provider for transportation in a Commercial Vehicle. Solicitation includes, but is not limited to, the display of signs, distribution of hand bills, mime and oral communication.

6.3.12 "Terminal" shall mean the passenger terminal building at the Airport for scheduled air carriers.

6.3.13 "Scheduled Flight" shall mean arriving scheduled passenger aircraft having a capacity of 19 passengers or greater, as designated by the air carrier.

6.3.14 "Scheduled Service Spaces" when used in reference to the Summer and Winter Service Periods, means the parking spaces at the Airport identified in a Plan as SSV1 and SSV2.

6.3.15 "Taxi Space" means the parking space(s) at the Airport identified as T in a Plan.

6.3.16 “Large Bus Space” means the parking space(s) at the Airport identified in a Plan as LB.

6.3.17 “Small Bus/Courtesy Space” means the parking space(s) at the Airport identified in a Plan as SB/C.

6.3.18 “Taxi Holding Area” means the parking space(s) at the Airport identified in a Plan as TH.

6.3.19 “Taxi/Executive Service Reservation Space” means the parking space(s) at the Airport identified in a Plan as T/ES-R.

6.3.20 “PIN Spots” means any or all of the Taxi and/or Small Bus/Courtesy Spaces defined above.

6.3.21 “Shuttle” means a Small Bus operating to or from the Airport, under a scheduled service agreement with the Board, which is available to take multiple fares, each to or from a customer-designated destination or point of origination.

6.4 CLASSIFICATION OF COMMERCIAL GROUND TRANSPORTATION VEHICLES. Commercial ground transportation vehicles operating at the Airport are classified as follows, with class qualification to be determined in the reasonable discretion of the Director:

6.4.1 “Taxi” is any vehicle designed to transport persons on a call-and-demand, expedited basis between one point and another point, over irregular routes, on an individual fare basis, not exceeding a capacity of seven passengers, whether or not operated on a reservation basis.

6.4.2 “Courtesy Vehicle” is a vehicle, regardless of size, which regularly carries persons to or from the Airport for which no charge is paid directly by the passenger or passenger group.

6.4.3 “Scheduled Service Vehicle” or “Shuttle” is a vehicle having a capacity of not less than 7 passengers, and a length of 32 feet or less, which is operated by a Provider pursuant to a contract with the Board under which the Provider agrees to meet all, or as specified in contract, most scheduled commercial arrivals at the Airport having a capacity of 19 or more passengers.

6.4.4 “Executive Services Vehicle” is a vehicle (a) having a seating capacity of not more than ten (10) passengers; (b) operating with advance reservations; (c) operating for a single client or client group; (d) operating on a per-hour or per-diem basis; (e) utilizing vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxis; and (f) providing specialized services in addition to point-to-point transportation.

6.4.5 “Executive Charter Vehicle” is a vehicle (a) having a seating capacity of more than ten (10) passengers; (b) operating with advance reservations; (c) operating for a single client or client group; (d) operating on a per-hour or per-diem basis; and (e) having amenities such as, but not limited to, individual high backed seats, foot rests, overhead racks, air conditioning and sound system.

6.4.6 “Tour Vehicle,” is a vehicle which (a) picks up or drops off passengers at the Airport as part of a multi-day, multi-destination package tour, (b) operates with advance reservations; and (c) operates for a single client or client group.

6.5 **GROUND TRANSPORTATION PLANS.** Each Plan shall be designed to achieve the objectives set forth in Section 1 of this Rule, and shall be based upon information, comments and/or bids received by the Director.

6.5.1 **General Provisions.** Each Plan may, at a minimum contain the following:

6.5.1.1 A layout plan which designates available parking spaces, loading and unloading areas, and access and departure routes for Commercial Vehicles or classes of Commercial Vehicles.

6.5.1.2 A designation of parking, loading and unloading spaces for each Provider and/or each class of Commercial Vehicle authorized to operate at the Airport.

6.5.1.3 Limitations on the number of Commercial Vehicles of any one Provider which may load or unload within a designated area or areas at one time.

6.5.1.4 Standard forms of Agreement, rate cards, identification cards and reporting forms.

6.5.1.5 A structure of fees to be paid to the Board, based in part on the class and number of Commercial Vehicles operated by a Provider at the Airport.

6.5.1.6 An incorporation by reference of any portion of this Rule.

6.5.1.7 Such other provisions as the Director determines to be necessary or appropriate to meet the objectives set forth in Section 1 of this Rule.

6.5.2 **Parking Requirements.** Pursuant to the authority of Town of Jackson Ordinance Section 12.16.130, the Director may, in each Plan, prescribe the manner in which Commercial Vehicles shall be parked and operated at the Airport.

6.5.3 Amendments. A Plan may be amended by the Director from time to time based upon changed circumstances, or when necessary for the public safety or convenience, upon reasonable notice to all Providers.

6.5.4 Distribution. The Director shall cause a copy of the Plan to be provided to each Provider, and shall maintain a copy for public inspection in the Director's office at the Airport.

6.6 **BIDDING PROCEDURE FOR EXCLUSIVE USE SPACES**. Prior to the adoption of any Plan, the Director may request bids from Providers for the exclusive use of certain parking spaces for Commercial Vehicles. Any bid procedure may include the following:

6.6.1 Bids may be closed and may be submitted at a time and place and in a form specified by the Director. The Director may accept bids or, in his or her discretion, may reject all bids. The Director may establish a minimum bid level for a parking space or spaces, and if no qualifying bid is received, may, lower the minimum bid amount and solicit new bids.

6.6.2 To ensure that competitive ground transportation services will be available at the Airport, the Director may limit the number and location of parking spaces which may be awarded by bid to a single Provider.

6.6.3 Parking spaces awarded pursuant to bid shall not be assigned to another Provider without the express written approval of the Director.

6.6.4 Providers shall utilize their exclusive use space(s) for loading and unloading prior to utilizing non-reserved spaces.

6.7 **AGREEMENTS WITH PROVIDERS REQUIRED**. The Director shall develop, and may amend from time to time, a standard form or forms of Agreement. No Provider shall load or unload passengers, and no Commercial Vehicle shall provide service to, from or upon the Airport except pursuant to and in accordance with an Agreement.

6.8 **AGREEMENTS WITH SCHEDULED SERVICE PROVIDERS**. At the direction of the Board, the Director may negotiate a contract or contracts with Provider(s) which agree to operate ground transportation service from the Airport, meeting all, or as specified in contract, most arriving scheduled commercial flights having a seating capacity of 19 or more passengers. Prior to negotiating any such contract, the Director shall solicit for such contracts by advertising or such other manner as in his or her discretion is deemed necessary to attract qualified contractors. Any such negotiated contract may be under terms separate, distinct and more favorable than contract with other Providers, the Board finding that an agreement to provide regular service is in the public interest, and that such other terms may be necessary to attract such regular scheduled service. No contract shall be necessary for the dropping off of passengers on property at the Airport, by any person other than a Ground Transportation Plans.

6.9 **ENFORCEMENT.**

6.9.1 Compliance Mandatory. Commercial Vehicles may be operated to and from the Airport only in strict accordance with this Rule, the Plan and an Agreement with the Board.

6.9.2 Violations. Violations of this Rule or Plan shall be enforceable as provided in the Agreements, and/or pursuant to any and all other authorities and rights available to the Board and/or Director. Any portion of this Rule or a Plan which relate to the operation or parking of Commercial Vehicles on the Airport, may also be enforced through Section 12.16.130 of the Ordinances of the Town of Jackson.

6.9.3 Non-Waiver. Any failure by the Board or Director to enforce the Plan or any Agreement will not waive their right to enforce the Plan or any Agreement for any subsequent breach by a Provider.

6.9.4 Delayed Revocation or Suspension. The Director in his discretion may impose revocation or suspension of authority granted by any Agreement immediately, or delay such suspension or revocation for imposition during the next period in which Airport enplanements again approximate the period during which the violation(s) occurred.

6.9.5 Reports of Violations. Any person who observes a violation of the Plan or any Agreement may file a written complaint with the Director. Verbal complaints will not be accepted if the violation is not observed by the Director. The Director shall make complaint forms reasonably available.

6.10 **ESTABLISHMENT OF GROUND TRANSPORTATION RATES.**

6.10.1 Authority. The Airport is operated within Grand Teton National Park pursuant to an agreement between the United States and the Board, dated April 27, 1983. The agreement requires, at Section 9(b), and pursuant to 16 U.S.C. Section 7d, that all rates and prices charged to the public by the Board and its subcontractors and licensees shall be fair and reasonable. Pursuant to this requirement, the Board regularly approves and/or establishes rates and charges to the public for goods and services provided on and from the Airport, unless expressly prohibited by law.

6.10.2 Established Rates. The Board may establish from time to time by resolution, a schedule of rates which may be charged by particular classes of ground transportation Providers, for service between the Airport and various destinations within Teton County. Each such resolution shall have an effective date, and such established rates shall apply to all Agreements between the Board and Providers, entered into subsequent to such effective date. Each such resolution may establish rates to and/or from the Airport, may establish different rates for different classes of commercial vehicles, and different rates for one-way or round trip or group travel, as the Board finds to be fair, reasonable and in the public interest.

6.10.3 Application of Rates. Rates established by the Board between the Airport and Jackson shall be to or from all locations within Town limits. Rates established to or from any destination which is located between any two destinations listed in the resolution, shall be at a fair rate determined by the Provider, but in no event more than the rate established for the farther listed destination nor less than the rate established for the closer listed destination. Rates to locations beyond those listed in the resolution shall be at a fair and reasonable rate as determined by the Provider and disclosed in some manner on the rate card.

6.11 APPEAL. Any Provider or other person that believes itself aggrieved by any provision of a Plan or by any action of the Director, including the suspension or revocation of authority, may appeal to the Board. The appeal may be heard initially by an Appeals Committee of Board members, appointed by the President of the Board, which may make recommendations to the Board. Such appeals shall be instituted by filing a petition with the Board in accordance with its rules. copies of which are on file at the Office of the Teton County Clerk and at the Director's office at the Airport.

6.12 EFFECTIVE DATE. This Rule shall be effective as a Board policy on _____, 2005, and as a Board rule upon adoption by the Board after notice and hearing.

Dated as of _____, 2005.

ATTEST: JACKSON HOLE AIRPORT BOARD

By: _____ By: _____
Secretary President