

**RESOLUTION NO. 2020-04
OF THE
JACKSON HOLE AIRPORT BOARD**

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

May 21, 2020

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, 2020 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.

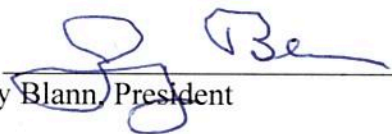
4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth on the annexed Section 4.

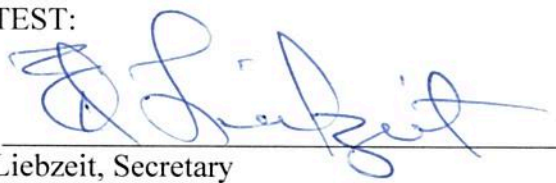
5. Miscellaneous fees and charges are hereby adopted and set forth on the annexed Section 5.

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 21st day of May 2020.

JACKSON HOLE AIRPORT BOARD

By:  _____
Jerry Blann, President

ATTEST:
 _____
By: Ed Liezeit, Secretary

SECTION 1: GENERAL REQUIREMENTS
(Rev: 7/1/20)

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, 2020 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. Effective 7/1/20)

2.1 FEES AND CHARGES 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:

2.2.1 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. Aircraft of 12,500 pounds or less maximum certified take-off weight are exempt from paying landing fees at the Airport. 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
Signatory Airline Aircraft	\$4.61/1,000 lbs.
Non-Signatory Airline Aircraft	\$5.99/1000 lbs.
General Aviation	\$4.61/1,000 lbs.
Military Aircraft	\$4.61/1,000 lbs.

2.2.2 Deicing Fluid Fees. Operators shall pay the Board a sum equal to the Board’s full delivered cost of deicing fluid, plus 30%, with respect to deicing fluid dispensed from the Board’s deicing fluid tank.

2.2.3 Deicing Fluid Disposal Fee. Operators shall pay the Board, as a deicing fluid disposal fee, Two Dollars (\$2.00) per gallon of deicing fluid dispensed from the Board’s deicing fluid tank, or otherwise brought onto the Airport by or for the Operator.

2.2.4 Aeronautical Service Providers. All commercial aeronautical service Operators, including Part 135 and/or Part 91 Operators, doing Business on or from the Airport and thus required to have an agreement with the Board, shall pay the Board a monthly use fee equal to five-percent (5%) of Operator’s gross revenues from operations on or from the Airport. Agreements with Part 135 and/or Part 91 Operators, entered into after the date of this Resolution, shall be for a term not to exceed one (1) year.

2.3 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

2.3.1 Payment of Fees and Charges. Each air carrier that utilizes the Airport shall pay its share of costs for the exclusive and joint use of space as set forth below. Signatory Airline shall make payment for its use of space at the Airport in accordance with the terms of its lease. Non-Signatory Airline shall make payments as follows:

2.3.1.1 Non-Signatory Airlines shall pay to Board in advance, on the first day of each month, without demand or invoicing, rentals for Airline's Exclusive Use Space (of the type described in Section 2.3.3 below) at the rate and in the amount that is 130% of the rate then paid by Signatory Airlines for like space in the Terminal Building.

2.3.1.2 Non-Signatory Airline’s proportionate share of rentals for its use of the Joint Use Space (of the type described in Section 2.3.2 below), at a rate and in the amount that is 130% of the rate then paid by Signatory Airlines, shall be paid by Airline to Board

no later than fifteen (15) days following receipt by Airline of billing therefor and shall be calculated in accordance with the Joint Use Formula set forth below.

2.3.2 Baggage Claim Area, Baggage Service Offices & Storage, Outbound Baggage Handling and Secure Passenger Holdroom Rental. Air Carriers that utilize the Baggage Claim Area, Baggage Service Offices & Storage, Outbound Baggage Handling and Secure Passenger Holdroom of the Airport’s terminal building on a joint use basis in a particular month shall pay their share of rent for the use of such areas that month. The rate for such areas is \$50.41 per square foot per year. .

2.3.3 Terminal Building Exclusive Use Space Rentals. Air Carriers leasing Ticket Counter and Queuing Areas (Ticketing) and Airline Ticket Offices/Operations Area space of the Terminal Building on an exclusive use basis shall pay the Board \$50.41 per square foot per year.

2.4 FUEL DELIVERED FEE

A fee shall be paid to the Board on all fuel delivered on the Airport to any Operator, and on all fuel removed from the Board’s fuel facility on the Airport by any Operator. The fee shall be paid by the Operator so delivering the fuel on the Airport, or in the case of the withdrawal of fuel from the Board’s fuel facility, by the Operator so withdrawing fuel. This fee shall not duplicate the fee received by the Board from any Fixed Base Operator in the same per gallon amount pursuant to any agreement or lease between an Operator and the Board, but shall be in addition to the fees set forth in Section 2.5 below. This fee shall be determined by multiplying the number of gallons of any fuel (including diesel, gasoline, avgas and jet fuel) so delivered or removed in accordance with the following schedule, which is based upon the Operator or other Person by whom the fuel shall be ultimately used:

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

2.5 CUSTOMER AND FUEL FACILITY CHARGE AND FEES.

2.5.1 A Customer Facility Charge in the amount of five-cents (\$0.05) per gallon of aviation fuel delivered (the “Fuel Facility CFC”) 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 Fuel Facility CFC 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.

2.5.2 A Fuel Facility Fee (“FFF”) of twenty cents (\$0.20) per gallon shall become effective upon notice by the Board and commencement of operations of the New Fuel Facility on the Airport. The FFF shall not be directly and separately passed on by any Fuel Providers on the

Airport to its retail customers, other than regularly scheduled air carriers which are charged by Fuel Provider on and into-wing fee basis.

SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING
(Rev: 7/1/20)

3.1 FEES APPLICABLE TO GROUND TRANSPORTATION OPERATORS

The Board finds that various classes of Ground Transportation Operators exist at the Airport, and their impacts on and benefits derived from the Airport differ such that the establishment of differing fees for each such class is reasonable and appropriate. 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 Six 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 Eight Hundred Dollars (\$800.00).

3.1.2 Vehicle and Permit Fees. 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. In addition, and on a one time basis, each owner of a vehicle registered under this paragraph shall purchase and affix to the vehicle a tamper-proof permit for every vehicle so registered and pay the Board a fee of Twenty-Five Dollars (\$25.00) for each such permit. An additional fee of Two Hundred Dollars (\$200.00) shall be imposed on any such owner which respect to each such vehicle used on the Airport without such a permit affixed to the vehicle.

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 Three Dollars and Twenty-Five Cents (\$3.25) 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.

3.1.6 One Day Users. One Day Users shall pay a one-day fee in the amount of Fifty Dollars (\$50.00) per vehicle per day of use of the Airport.

3.2 AIRPORT PARKING RATES

Parking in the Airport's public parking lots shall be subject to the following parking fees:

- Short Term Parking – \$10/hour after 2 hours, \$100 daily maximum
- Parking Overnight – \$17.00 after 5 hours, per 24 hours/per space used
- Over-Flow Parking – \$8.50 for airport badge holders after 24 hours
- Oversized Vehicle Parking - \$34/night for two parking spaces
- Annual Parking Pass (Public) - \$1,500.00
- Annual Parking Pass (Non-Based Employees) - \$750.00
- Annual Parking Pass (Employee) - \$30.00
- Replacement Annual Parking Pass (All) - \$30.00

For purposes of this section, (a) the term "Employee" means an employee of any Airport tenant or contract operator that does not have a SIDA badge, and (b) Non-Based Employee means the Employee of any airline or other Airport Tenant or contract Operator who is not based at the Airport.

3.3 CUSTOMER FACILITY CHARGE

A Customer Facility Charge ("Rental Car 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 Rental Car CFC Fee to be imposed and collected by the Operators shall be \$5.00 per customer per transaction day for each transaction day of the rental. The Rental Car 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 Rental Car CFC shall be charged and collected by the Operators and transmitted to and deposited with the Board within seven (7) days after the end of each calendar month.

3.4 RENTAL CAR OFFICE/COUNTER RATES

Each on-Airport tenant rental car operator (an "Operator") shall pay for its Terminal office and counter space at the same rates as Air Carriers pay for Counter Area, Office and Cargo space on the main floor of the Terminal Building on a preferential basis, as set forth in Section 2.2.4 above, that being a rental of \$50.41 per square foot per year.

SECTION 4: FEES AND CHARGES REGARDING SECURITY
(Rev: 7/1/20)

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:

Criminal History Records Check/Security Threat Assessment.....	\$30.00
SIDA/Sterile/AOA Badge Fee.....	\$30.00
1 st Replacement.....	\$150.00
2 nd Replacement.....	\$200.00
3 rd Replacement.....	\$250.00
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).	
RFID Key Card (Initial and Replacement).....	\$30.00

SECTION 5: MISCELLANEOUS FEES AND CHARGES
(Rev: 7/1/20)

5.1 PUBLIC RECORDS REQUESTS, OTHER PHOTOCOPIES AND MISCELLANEOUS ITEMS

Per page- black and white.....	\$0.25
Per page- color	\$1.00
Miscellaneous Items (e.g. copies of digital recordings).....	At Cost
Hourly personnel rate for assembly of documents.....	\$40.00 per hour

SECTION 6: DEFINITIONS
(Rev: 7/1/20)

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, whether Signatory or Non-Signatory, 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** “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, if (a) 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; (b) 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 (c) it operates on, from or through the Airport, and advertises in any way the availability of services or goods at the Airport.
- 6.6** “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.
- 6.7** “Ferry Flights” means landings at the Airport by Aircraft which do not carry passengers.

6.8 “Fuel Provider” means any Person who provides fuel to any Aircraft at the Airport, including Fixed Base Operators.

6.9 “General Aviation Aircraft” means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.

6.10 “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.

6.11 “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.

6.12 “Non-Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or exclusive use basis without having entered into a written lease with the Board, or after the termination of any such lease.

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

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

6.15 “One Day User” is defined as a single ground transportation vehicle making one or more trips to and from the Airport on a single calendar day for payment of a single one-day fee

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

6.17 “Signatory Airline” means a certificated Air Carrier providing scheduled passenger service at the Airport and utilizing space in the Terminal Building on a shared or exclusive use basis under a written lease with the Board, or as subtenants thereof.