

**RESOLUTION NO. 2023-07
OF THE
JACKSON HOLE AIRPORT BOARD**

**RE: ESTABLISHMENT OF FEES AND CHARGES
FOR OPERATORS AND CUSTOMERS**

Adopted June 21, 2023
Effective July 1, 2023
Revised August 23, 2023

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”);

WHEREAS, the Board receives no state or local tax revenues or subsidies and is required by its contractual obligations to the Federal Aviation Administration to maintain a schedule of rates and charges that will make the Airport as financially self-sustaining as possible (49 U.S.C. §47107(a)(13));

WHEREAS, federal law and the Board’s grant agreements with the FAA acknowledge the Board’s authority to charge reasonable and not unjustly discriminatory rates and charges for use of the Airport (49 U.S.C. § 40116(e)(2) and 49 U.S.C. § 47107(a)(1) and (2)), and the Interior Agreement acknowledge the Board’s authority to charge fair and reasonable rates and prices in connection with the Airport (Interior Agreement § 9(b));

WHEREAS, the Board regularly establishes and adjusts 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, for the period beginning on July 1, 2023, and continuing until amended by the Board.

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

1. General requirements applicable to all fees and charges are hereby adopted and set forth on the annexed Schedule 1.

2. Fees and charges specifically applicable to aeronautical users, including air carriers, and other aircraft operators are hereby adopted and set forth on the annexed Schedule 2.

3. Fees and charges applicable to commercial ground transportation providers, rental cars and parking are hereby adopted and set forth on the annexed Schedule 3.

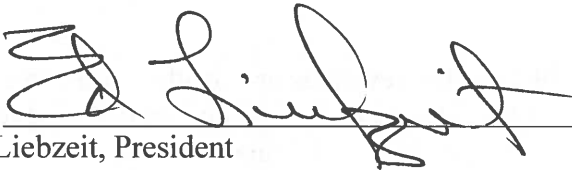
4. Fees and charges applicable to airport security and breaches of security are hereby adopted and set forth on the annexed Schedule 4.

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


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

Upon motion duly made and seconded, this Resolution is hereby approved and adopted in open meeting by the Jackson Hole Airport Board this 23rd day of August 2023.

JACKSON HOLE AIRPORT BOARD

By: 
Ed Liebzeit, President

ATTEST:

By: 
Melissa Turley, Secretary

SCHEDULE 1: GENERAL REQUIREMENTS
(Rev: 7/1/23)

1. GENERAL REQUIREMENTS

Unless otherwise expressly specified in a lease, license, permit, contract or other agreement between the Board and an Operator or Customer, the following terms and conditions shall apply:

1.1 Effective Date and Amendment. This Resolution shall be effective July 1, 2023, and shall supersede all previous schedules of fees and charges promulgated by the Board and shall remain in effect until modified by the Board. The Board may amend this Resolution, including altering the fee structure or approving additional fees, by formal action at a duly noticed public meeting.

1.2 Intent to Review Annually. 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 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.

1.4 Remedies for Failure to Pay Fees and Charges. Board reserves the right to seek recovery of all fees and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. Board may pursue all remedies available under law, including without limitation, termination of a lease, license, permit, contract or other agreement; retention of a security deposit, bond or contract security; or suit for specific performance, injunctive relief or money damages.

1.5 Interest. Board reserves the right to charge interest on any fees, charges, and other monies owed to the Board but not paid when due 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.

1.6 Other Fees and Charges. Board reserves the right to charge for items not covered in this Resolution; provided that Board will not charge a fee or charge that is inconsistent with a fee or charge specifically enumerated in Schedule 2 through Schedule 5.

SCHEDULE 2: FEES AND CHARGES TO AIRCRAFT OPERATORS
(Rev. Effective 8/23/23)

2.1 FEES AND CHARGES FOR AIRCRAFT OPERATORS

Unless a different fee or charge is expressly specified in a written agreement between the Board and an Operator, the following fees and charges 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 using the Airport for any purpose. Aircraft of 12,500 pounds or less maximum certified take-off weight are exempt from paying landing fees. Military aircraft shall pay a landing fee only for substantial use of the Airport, using the standards set forth in FAA Grant Assurance 27.

Class of Aircraft	Fee Per Landing
Signatory Air Carrier Aircraft	\$6.52/1,000 lbs.
Non-Signatory Air Carrier Aircraft	\$8.48/1000 lbs.
General Aviation	\$7.21/1,000 lbs.
Military Aircraft	\$7.21/1,000 lbs.

2.2.2 Deicing Fluid Fees. Customers 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 Recovery and Disposal Fee. Customers shall pay the Board, as a deicing fluid recovery and disposal fee, Two Dollars and Seventy-Five Cents (\$2.75) per gallon of deicing fluid dispensed from the Board's deicing fluid tank, or otherwise brought onto the Airport.

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 shall be for a term not to exceed one (1) year.

2.2.5 FBO Fees. The Board has assumed the proprietary exclusive right to serve as the Fixed Base Operator, known as Jackson Hole Flight Services. The Board, by separate resolution, has delegated authority to the Airport Executive Director to set and revise a schedule of prices for fuel, aircraft storage and FBO services. Jackson Hole Flight Services further shall be responsible for collecting certain fees and charges specified herein.

2.3 FEES, CHARGES AND RENTAL FOR SCHEDULED AIR CARRIERS

2.3.1 Terminal Rents and Fees. Signatory and Non-Signatory Air Carriers shall pay for their allocated share of costs for the preferential and joint use of space in the Terminal Building.

2.3.2 Terminal Building Preferential Use Space Rentals. Signatory Air Carriers leasing Airline Ticket Offices/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$54.92 per square foot per year. Air Carriers leasing Basement Storage/Operations Areas space of the Terminal Building on a preferential use basis shall pay the Board \$28.83 per square foot per year. Non-Signatory Airlines shall pay to Board rentals for Airline's Preferential Use Space at the rate and in the amount that is 130% of the rate charged Signatory Air Carriers.

2.3.3 Terminal Building Joint Use Space Rentals. Signatory Air Carriers that utilize the Security Holdroom, Baggage Claim Area, Baggage Storage Room and Baggage Service Office of the 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 the use of such areas shall be \$56.29 per square foot per year. Signatory Air Carriers that utilize the Baggage Handling (Makeup) Area and Checked Baggage Screening Area of the 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 the use of such areas shall be \$41.19 per square foot per year. Air Carriers that utilize the Ticket Counter/Queuing Area of the 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 the use of such areas shall be \$54.92 per square foot per year. Non-Signatory Air Carriers shall pay to the Board a proportionate share of rentals for use of the Joint Use at a rate and in the amount that is 130% of the rate then paid by Signatory Airlines, no later than fifteen (15) days following receipt by Airline of billing therefor.

2.4 FUEL DELIVERED FEE

A fee shall be charged and collected on all fuel delivered on the Airport and on all fuel removed from the Board's fuel facility on the Airport. 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:

Type	Fee per Gallon
Other than Air Carrier	\$.22
Air Carrier	\$.15

2.5 CUSTOMER AND FUEL FACILITY FEES.

2.5.1 A Customer Facility Fee (the "CFF") in the amount of five cents (\$0.05) per gallon of aviation fuel delivered shall be charged and collected from each Aircraft Operator of an aircraft into which fuel from an aviation fuel facility on the Airport is delivered. The CFF shall appear as a separate line item in each invoice for fuel delivered into aircraft.

2.5.2 A Fuel Facility Fee (“FFF”) of twenty cents (\$0.20) per gallon shall apply to all fuel removed from the Board’s fuel storage facility. The FFF shall appear as a separate line item in each invoice for fuel delivered to Signatory and Non-Signatory Air Carriers but will not be directly billed to other Customers.

**SECTION 3: GROUND TRANSPORTATION, RENTAL CAR & PARKING
(Rev: 8/23/23)**

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.

3.1.1 Base Fee. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall pay a monthly base fee of One-Hundred Fifty Dollars (\$150.00).

3.1.2 Vehicle Fees. All Taxi and Executive Vehicle Operators shall pay a monthly vehicle fee of Fifty Dollars (\$50.00) for each vehicle registered with the Town of Jackson under Operator’s Business license, provided, that the vehicle fee will be capped at Two Hundred Fifty Dollars (\$250.00) per month per Operator regardless of the number of vehicles operated.

3.1.3 Permit Fees. All Taxi, Executive Vehicle, and Courtesy Vehicle Operators shall purchase and affix to each registered vehicle a tamper-proof permit 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 Operator who operates a vehicle on the Airport without such a permit affixed to the vehicle.

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 Peer-to-Peer Vehicle Sharing Operator. Peer-to-Peer Vehicle Sharing Operators shall pay a concession fee of no less than ten percent (10%) of Operator’s gross revenues, to be reflected in a peer-to-peer vehicle sharing concession agreement.

3.1.7 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:

JAC Parking Program*

- <1.5 hr – Free
- 1.5 – 5 hr - \$15
- 5 – 24 hr - \$17
- \$5 off Uber and Lyft for Rides to and from Airport

Short Term Parking – \$100 daily maximum

- <1hr – Free
- 1-2 hr - \$10
- 2-3 hr - \$30
- 3-4 hr - \$60
- 4-24 hr - \$100

Overnight (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$15
- 5-24 hr - \$25

Peak Period Overnight Rate (Main and Overflow Lots)

- <1.5 hr – Free
- 1.5 - 5 hr - \$20
- 5-24 hr - \$30
- Peak Periods for 2023/2024 are:
 - July 1st – July 5th
 - August 24th – August 27th
 - August 31st - September 4th
 - November 17th – November 26th
 - December 22nd - January 2nd
 - February 15th – February 19th
 - February 22nd - February 25th
 - March 7th – 10th
 - March 14th – 17th
 - March 21st – 24th
 - March 28th – 31st

*JAC Parking Program pricing not available on Peak Period dates.

Fixed Base Operator (FBO) Lot:

- Daily Parking - Free
- Regular Overnight Rate (Charged at 12:01 am) - \$25

- Peak Period Overnight Rate (Charged at 12:01 am) - \$30

Employee Parking – ½ off daily rate for airport badge holders after 24 hours

For purposes of this section, (a) the term “Employee” means an employee of any Airport tenant or contract operator.

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 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 shall pay for its Terminal office and counter space at the same rates as Signatory Air Carriers pay space on the main floor of the Terminal Building on a preferential basis, as set forth in Section 2.3.2 above, that being a rental of \$54.92 per square foot per year.

**SECTION 4: FEES AND CHARGES REGARDING SECURITY
(Rev: 7/1/23)**

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.....	\$35.00
SIDA/Sterile/AOA Badge Fee.....	\$35.00
1 st Replacement (\$100 refunded if lost badge returned).....	\$150.00
2 nd Replacement (\$150 refunded if lost badge returned).....	\$200.00
3 rd Replacement (\$200 refunded if lost badge returned)	\$250.00
No card issued after 3 rd replacement	
Charge to Employer for ID Not Returned	\$150.00

Renewal Badge	\$70.00
Replacement of Damaged Badge.....	\$35.00

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 may 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 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).....	\$35.00
Initial Issue Cyber Key	\$100.00
Replacement Cyber Key (lost, stolen, broken).....	\$150.00

**SECTION 5: MISCELLANEOUS FEES AND CHARGES
(Rev: 7/1/23)**

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 public records requests.....	\$65.00 per hour
Hourly personnel rate for airline baggage support.....	\$65.00 per hour
Cleaning rate for QTA and Leased Spaces.....	\$85.00 per hour
General Support rate for Operations/Maintenance Personnel.....	\$100.00 per hour
IT/Electrical/Low Voltage Support.....	\$130.00 per hour
Mechanical Support.....	\$150.00 per hour
Materials.....	At Cost plus 10%
Project Oversight of Contractor or Subcontractor.....	10% of Project Cost

Brochure Racks in Terminal Building.\$240/yr (4"x9") and \$480/yr. (magazine)

SECTION 6: DEFINITIONS
(Rev: 8/23/23)

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 any motor vehicle, regardless of seating capacity, used regularly to transport persons and baggage to or from the Airport and any hotel, motel, lodge or other similar tourist accommodation or facility, for which no charge is paid directly by the passenger or passenger group.
- 6.7** "Executive Vehicle" means a motor vehicle, regardless of seating capacity, meeting each of the following standards: (a.) operating with advance reservations; (b) operating for a single client or client group; (c) utilizing vehicles having qualities, equipment and characteristics clearly superior to those generally possessed by Taxis; and (d) providing specialized services in addition to point-to-point transportation.
- 6.8** "General Aviation Aircraft" means all Aircraft, other than Military Aircraft, Air Carrier Aircraft or government-owned aircraft.

6.9 “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.

6.10 “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.

6.11 “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 preferential use basis without having entered into a written lease with the Board, or after the termination of any such lease.

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

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

6.14 “One Day User” is defined as a single commercial 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.

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

6.16 “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 preferential use basis under a written lease with the Board, or as subtenants thereof.

6.17 “Taxi” means any motor vehicle, other than a Courtesy Vehicle, used to carry passengers for hire on a call-and-demand, expedited basis between one point and another point, over irregular routes, on an individual fare basis, not exceeding a seating capacity of seven (7) passengers, whether or not operated on a reservation basis.

