

**RATES & CHARGES
GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, COLORADO**

Declaration of Authority/Applicability of Rates & Charges

The Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”). GJRAA is hereby re-issuing its “Rates & Charges” applicable to various users of the Airport including, but not limited to, Aircraft landing at and taking off from the Airport, Aircraft Ground Service Operators, Ground Transportation Operators, Rental Car Concessionaires, and Off-Airport Delivery Service Operators accessing the Airport, Fuel Providers, and other Users of the Airport facilities, supplies and services (hereinafter collectively referred to as “Users”).

These Rates & Charges supersede all previous schedules of Fees & Charges promulgated by GJRAA. These Rates & Charges are promulgated pursuant to GJRAA’s regulatory authority under C.R.S. §41-3-106(1)(h) and 49 U.S.C. §2210(a)(9), and in accordance with F.A.A. regulations, rules, directives, and policy statements pertaining to the implementation, modification, and enforcement of airport Rates and Charges as they are changed from time to time. GJRAA may amend the Rates & Charges from time to time, and in some cases, may do so with or without notice.

All GJRAA Rates & Charges shall be set and applied on a fair, reasonable and not unjustly discriminatory standard in accordance with the Federal Aviation Administration (FAA) Order 5190B and all related subchapters of the Order including Subchapters 17.5 and 18.5(c) to ensure GJRAA establishes a fee and rental schedule that makes the airport as financially self-sustaining as possible. All GJRAA revenue surpluses shall be used for airport system purposes per 49 U.S.C. § 47107(b)(1) for reserves, funds to facilitate financing and financing coverage and other contingencies such as to address deferred maintenance items.

GJRAA is committed to fairness and openness in its policies. To maintain financial stability, consistency, and currency of all GJRAA Rates & Charges, it is the intent of the GJRAA to review the Rates & Charges document on an annual basis. The review of the Rates & Charges of GJRAA 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 previous fiscal years, market comparisons of rates and charges of other airports and entities, and the mission, goals, and objectives as contained in the GJRAA Mission Statement and annual budget and planning documents.

I. General Requirements

Unless otherwise expressly specified in a written agreement between GJRAA and an Operator, User, Fuel Provider, or any other Person affected by these Rates & Charges, the following terms and conditions shall apply to all operations at the Airport:

Payment of Rates and Charges

All payments due GJRAA pursuant to these Rates & Charges shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Books and records

Users shall maintain full and accurate books of account and records from which the Rates & Charges owed GJRAA hereunder can be determined, according to standard and accepted accounting practices. Said books and records shall be maintained for a period of at least thirty-six (36) months, or for such longer period of time as GJRAA may request in writing.

Audits

GJRAA reserves the right to conduct audits of a User's books of account and records at any time during normal weekday business hours, upon reasonable notice. In performing said audits, GJRAA shall be entitled to review (and the User's involved shall be obligated to provide to GJRAA) all of the books of account and records that the User is obligated to maintain pursuant to these Rates & Charges, as well as all other documents and files in that User's possession, custody, or control that GJRAA requests at the User's expense. Should the User fail to maintain the books of account and records required to be maintained pursuant to these Rates & Charges, or should that User fail to permit GJRAA or its auditor to review its books and records, and other documents and files, such conduct shall be considered a failure to perform obligations under these Rates & Charges, and GJRAA shall be entitled to exercise any and all remedies set forth in this Part 1. If any audit shows that monies that should have been paid to GJRAA were understated or underpaid for the audit period involved, the User shall, within thirty (30) days notice of any such deficiency, pay to GJRAA the full amount underpaid, plus three percent (3 %) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of the underpayment exceeds two percent (2%) of the total amounts owing to GJRAA for the audit period involved, the User in addition to paying the GJRAA the underpayment owed, shall reimburse GJRAA for the entire cost of the audit. If the audit discloses overpayment of the monies owed to GJRAA hereunder, GJRAA shall refund the amount of overpayment within thirty (30) days of said audit.

Remedies upon Failure to Perform Obligations

If a User or any other Person affected by these Rates & Charges fails to timely pay any Rates (or fees), charges, or other monies owed, or to timely perform any obligation required under these Rates & Charges, GJRAA may utilize any one or more of the following remedies:

- GJRAA may obtain specific performance.
- GJRAA may recover all damages incurred by GJRAA, including incidental damages, consequential damages, and attorney's fees.

- GJRAA may utilize a portion or all of any security deposit provided by a User or other Person involved to remedy the violation and to reimburse GJRAA for any damages, including attorney's fees and other expenses of collection GJRAA has sustained. In such event, the User or other Person involved shall not be permitted to resume its Airport operations or use Airport facilities under these Rates & Charges until such time as it furnishes another security deposit that satisfies the requirements of these Rates & Charges.
- GJRAA may terminate the Airport operating, use, or fuel providing privileges, or any other privileges extended to or of the non-complying User. If its operating, use, or fuel providing rights are terminated, the User 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 GJRAA as a result of any violation.
- GJRAA may utilize any other remedy provided by law or equity as a result of said violations.

Amendment

GJRAA may amend these Rates & Charges, including altering the fee structure or approving additional Rates, with or without notice or input from Users or any other Person.

Hold Harmless

Users and all other Persons affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be responsible for indemnifying and holding harmless GJRAA, its board members, officers, agents, and employees, from and against any and all liabilities, obligations, claims, damages, costs, and expenses, including attorney's fees, incurred by or asserted against GJRAA, its board members, officers, agents, and employees, by any Person or entity whatsoever, resulting from the acts, omissions or wrongful conduct of that User Person, or such entity's board members, officers, partners, employees, agents, representatives, contractors, subcontractors, customers, attestants, invitees, or any third party acting under its direction or control.

Airport Damage

Users and all other Persons affected by these Rates & Charges (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 User or Person involved, and/or its board 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 GJRAA, at the responsible party's expense.

Interest

Any Rates, charges, and other monies owed to GJRAA not paid when due are subject to interest at the rate of three (3 %) 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.

Attorney's Fees and Costs

Should a User or any other Person affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) violate the terms of these Rates & Charges, that User or Person shall be responsible for reimbursing GJRAA for all reasonable attorney's Rates, costs, and other expenses incurred by GJRAA in enforcing its rights as a result of said violation.

Jurisdiction and Venue

Exclusive jurisdiction and venue for any litigation to enforce or interpret the provisions of these Rates & Charges shall be in the State of Colorado Municipal, County, and District Courts, located in Mesa County, Colorado, or in the United States District Court for the District of Colorado.

Prevailing Terms

Should there be any inconsistency between the terms of these Rates & Charges and any other agreement entered into between GJRAA and the User or any other Person affected by these Rates & Charges, the terms of the written agreement entered into between the parties shall prevail.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft- \geq 12,500 lbs. Landing Weight	\$1.70/1,000 lbs.
Commercial Signatory Aircraft- $<$ 12,500 lbs. Landing Weight	\$7.23
Commercial Non-Signatory Aircraft- \geq 12,500 lbs. Landing Weight	\$3.80/1,000 lbs.
Commercial Non-Signatory Aircraft- $<$ 12,500 lbs. Landing Weight	\$15.00
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- A full landing fee will be charged for Ferry Flights landing at the Airport, and for unscheduled landings of aircraft originating from another airport, and diverted to the Grand Junction Regional Airport due to weather, mechanical, or other reasons other than declared emergencies.
- A one-half ($\frac{1}{2}$) landing fee will be charged for each landing performed in conjunction with a training flight.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to return to and land at the Airport because of weather, mechanical or other similar emergency or precautionary reasons.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.

Common Area Fees

Aircraft Operators that utilize the following areas of the Airport's terminal building in a particular month shall pay their pro rata share of rent at a cost of \$27.27 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month:

- **Baggage processing area** - currently encompass 5,721 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$13,001 (\$156,012 annual)
- **Boarding area** - currently encompass 17,721 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$40,271 (\$483,252 annual)
- **Ticketing area** - currently encompass 4,587 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$10,424 (\$128,088 annual)

Terminal Building Fee

Tenants of the terminal building leasing exclusive space will pay \$30.30 per square foot per year.

Security Services

The rate for the security services is \$200,000 per year. The pro rata share shall be based on the total number of enplaned revenue passengers utilizing the boarding area during said month.

Other Fees

- **Boarding Bridge** - \$25 fee for each operation.
- **Disposal Station Fees** - \$15 for each use of the lavatory disposal station. The disposal station area must be cleaned after each use or a fine of \$200 will be assessed on the operator.
- **Deicing Fee** - Pro rata share of GJRAA's expenses incurred in draining and cleaning the deicing pad holding tank.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.
- **Stand by Services** - \$75 per hour per employee, charged in 15 minute increments for stand-by services provided to them by GJRAA employees between the hours of 12:00 am (midnight) to 5:00 am. Services included:
 - Aircraft Rescue Firefighting (ARFF);
 - Emergency first aid;
 - Custodial and maintenance services.

If a GJRAA employee has to be called back to the Airport to provide these services, then a three hour minimum charge will be imposed for each called-back employee involved.

- **Ramp Parking** - Aircraft Operators (excluding FAR Part 121 and Part 135 Commercial Aircraft Operators operating out of the terminal) shall pay GJRAA \$200.00 for the parking of aircraft on the air carrier ramp (space permitting) for each twenty-four (24) hour increment or fraction thereof
- **Commercial Aircraft Operator Permit** - Commercial Aircraft Operators who do not own, lease, or sublease space at the Airport AND who conduct commercial aeronautical services and activities that originate at the Airport shall pay GJRAA \$150 annually for a permit to operate said activities at the Airport

B. Reports/Billing

On or before the 5th day of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport Administration Offices such reports of the preceding month's activities as GJRAA may request to enable GJRAA to compute the Rates (also referred to, in some cases, as Fees above), charges, and other monies owed by the Aircraft Operator or Aircraft Ground Service Operator hereunder. The reports shall be attested to as correct to the best of the signer's knowledge by the Aircraft Operator or Aircraft Ground Service Operator or its designee. Any subsequent changes in the information will be reported to GJRAA as soon as practical; but in no event more than seven (7) days from their discovery. The reports shall be on a form provided by or approved by GJRAA. GJRAA reserves the right to obtain clarification of any matter contained in the

reports, or for additional information from the Aircraft Operator or Aircraft Ground Service Operator for Airport marketing, statistical, fee-setting, or other purposes. **Note: Reports not submitted by the end of the 5th day of each month are subject to a \$100 per day late fee.**

III. Ground Transportation Operators and Off-Airport Delivery Service Operators

Ground Transportation Operators (shall include all bus (excluding Grand Valley Transit), shuttles, courtesy vehicles, taxi, transportation network companies, sightseeing tours, etc.)

Ground Transportation Operators shall pay GJRAA the following fee:

Number of Seats	Trip Fee
1-8	\$2.50
9-15	\$3.75
16+	\$8.00

Hotel/Motel Courtesy Vehicle Operators

Each Hotel/Motel Courtesy Vehicle Operator shall pay GJRAA a fee equal to \$.20/per month multiplied by the number of rooms available for rental in the hotel/motel. Fee shall be paid quarterly, in advance, on or before the first day of each calendar quarter (January, April, July, October). Hotel/Motel 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.

Off-Airport Parking Providers

Each Off-Airport Parking Provider shall pay GJRAA a monthly fee equal to 10% of monthly gross revenues. This applies to all hotel/motel operators offering parking to guests or non-guests of the hotel/motel for a fee in addition to the cost of a nightly room rate. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Off-Airport Delivery Service Operators

Each Off-Airport Delivery Service Operator shall pay GJRAA two hundred dollars (\$200) per company annually for unlimited service from the Airport (paid in advance of the Off-Airport Delivery Service operating any vehicle at the Airport). If airport access commences during the annual permit cycle, the Off-Airport Delivery Service Operator shall pay the full amount of the annual fee regardless of the date it seeks to secure the annual permit. The term of the annual permit is for a calendar year. Each Off-Airport Delivery Service Operator paying on an annual basis shall pay the applicable fee in advance.

Compliance

Failure to comply or to operate without a permit may result in a \$100 fine

B. Miscellaneous Provisions Applicable to Ground Transportation Operators and Off-Airport Delivery Service Operators

No Diversion of Passengers

Ground Transportation Operators and Off-Airport Delivery Service Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer or item to a location off the Airport, in order to pick up said customer or item off the Airport and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator or Off-Airport Delivery Service Operator shall not instruct a customer to utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off the Airport in order to then pick-up the customer or item at a hotel/motel off the Airport to avoid paying fees. A Ground Transportation Operator or Off-Airport Delivery Service Operator shall not instruct a potential customer to utilize a taxicab, limousine, or other form of public transportation, and offer to reimburse the customer for the cost of said transportation, in order to pick-up the customer or item at a location off the Airport.

Signage

Ground Transportation Operators and Off-Airport Delivery Service Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator or Off-Airport Delivery Service Operator involved, and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation or off-airport delivery services to the Airport.

IV. Fueling Operations

A. Fuel Flowage Fees

Fuel Providers shall pay a fuel flowage fee to GJRAA on all fuel sold at the Airport to military, government and general aviation aircraft fuel purchasers. Unless specified in an airline operating agreement, Part 121 and Part 135 Commercial Aircraft Operators (operating out of the Air Carrier Terminal) are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

Type	Full Service FBO	Self Service Commercial Operator	Self Fueler
Avgas	\$0.1017	\$0.1017	\$0.1017
Jet A	\$0.1017	\$0.1017	\$0.1017
Military	\$0.1017	\$0.1017	\$0.1017

The Fuel Provider shall be deemed to owe its fuel flowage fee to GJRAA on the date the fuel is delivered by the Fuel Provider to the fuel purchaser involved, regardless of when or whether that fuel purchaser subsequently pays for said fuel. The Fuel Provider shall pay the fuel flowage fee required hereunder to GJRAA within thirty (30) days following the end of each calendar month in which a fuel sale is deemed to occur.

B. ARFF Standby Services for “Rapid Refueling” Operations

Fuel Providers shall pay GJRAA one hundred \$120 per hour, billable in 15 minute increments per rescue truck providing coverage for any requested Aircraft Rescue Firefighting (ARFF) standby services associated in any way whatsoever with the fueling of an aircraft while that aircraft’s engine(s) is/are in operation (“rapid refueling”). The ARFF Standby Service charge **begins** when the rescue truck leaves the ARFF bay, or from the current location of the rescue truck if not in the ARFF bay. The ARFF Standby Service charge **terminates** when the rescue truck has returned to the ARFF bay, or back to the original location of the rescue truck if not in the ARFF bay.

C. Rental Car Fuel Station Fees

Rental Car Fuel Station Rental Car Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon, to be consistent with local gas station prices.

V. **Leases of Airport Property**

New Airside Leases will have a rate no less than fair market value or the maximum price per square foot being charged to current lessees.

Rental Car Service Area:

4/1/17 – 3/31/18

Cost per sq. ft. per month

Ground	\$0.1884
Building	\$0.4066

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

CHRC fingerprinting, STA, photo, paperwork, required training class and identification media badge.

Initial Issue

With fingerprint processing	\$85.00
Without fingerprint processing	\$35.00

Renewal

With fingerprint processing	\$55.00
Without fingerprint processing	\$25.00

AOA Badges:

STA, photo, and paperwork, required training and identification media badge.

Initial Issue	\$35.00
Renewal.....	\$25.00

Change from AOA Badge to SIDA Badge

With fingerprint processing	\$50.00
Without fingerprint processing	\$0.00

Lost or Not Returned Badges

Charge to employer for ID not returned	\$100.00
Lost badge - 1 st replacement	\$35.00
Lost badge - 2 nd replacement	\$70.00
Lost badge - 3 rd replacement.....	\$210.00
Airport will review costs for card issued after 3 rd replacement.	

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).	

B. Airport Parking Violations:

	Fine paid within 14 days	Fine paid after 14 days
Parking Violation	\$25	\$40
Handicap Parking Violation	\$75	\$125

Payments of parking violations are made directly to Clancy Systems International, Inc. Payment of tickets can be made through mail by check, or online by check or credit card (Visa or MasterCard).

C. Terminal Parking:

30 minutes or less	FREE
More than 30 minutes	\$1.00 each additional 30 minutes
24 hour maximum	\$10.00

D. Internet and Phone Service:

Service Provided	Monthly Fee
Internet	\$75
Telephone	\$30

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$70
Level 2	\$50
Level 3	\$30

F. Monthly Aircraft Tie-Down Fee On Designated GJRAA Maintained Ramp:

Aircraft less than 12,500 pounds - \$60 per month

G. Colorado Open Record Request (CORA)

CORA items are subject to a rate of \$20 per hour (15 minute increments) of staff time and \$0.25 per page of copied materiel. Payment is required prior to release of CORA items.

The Rates & Charges is hereby approved and adopted, after public notice and opportunity for comments, by the Grand Junction Regional Airport Authority and made a part of the public records of the Grand Junction Regional Airport Authority.

ADOPTED this _____ day of _____, 2018

Rick Taggart, Chairman

ATTEST:

Victoria Hightower, Clerk

Board Members Voting Aye:

Those Voting Nay:

Board Members Voting Aye:	Those Voting Nay: