

RESOLUTION NO. 2022-07
RESOLUTION OF THE BOARD OF COMMISSIONERS
ESTABLISHING RATES AND CHARGES FOR
GRAND JUNCTION REGIONAL AIRPORT

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

WHEREAS, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-106(1)(h)), authorizes GJRAA to “exact and require charges, fees, and rentals, together with a lien to enforce the payment”; and

WHEREAS, federal law (49 U.S.C. § 40116(e)(2)), recognizes the right of an airport proprietor to impose “reasonable rental charges, landing fees, and other service charges from aircraft operators for using airport facilities”; and

WHEREAS, federal law (49 U.S.C. § 47107(a)(13)) and GJRAA’s contractual commitments to the federal government require that GJRAA “maintain a schedule of charges for use of facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the airport, including the volume of traffic and economy of collection”; and

WHEREAS, the federal government does not set the level of fees charged at airports (49 U.S.C. § 47129(a)(3)), but is authorized to adjudicate disputes as to whether a fee is reasonable and not unjustly discriminatory; and

WHEREAS, the attached schedule of rates and charges is designed and intended to (i) compensate GJRAA for its costs to accommodate Airport tenants and users; (ii) make the Airport as financially self-sustaining as possible; (iii) capture a percentage of revenues by businesses and entities accessing the Airport for commercial purposes; and (iv) make the Airport competitive and attractive to aeronautical and non-aeronautical users, as compared to airports of comparable size and traffic.

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The Board adopts the attached schedule of rates and charges, effective as of January 1, 2023.
2. The attached schedule of rates and charges shall apply, without limitation, to the following categories of Airport tenants and users: Air Carriers, General Aviation, Aircraft Ground Service Providers, Ground Transportation Operators (including Transportation Network Companies), Rental Car Concessionaires, Peer-to-Peer Car Sharing Operators, Fuel Providers, and other users of Airport facilities, supplies and services.
3. The attached schedule of rates and charges shall be implemented and imposed upon the above-described categories of Airport tenants and users as follows:
 - a. The applicable rates and charges shall be incorporated within any and all leases, licenses, permits, contracts and other agreements entered into after the effective date hereof.

- b. The applicable rates and charges shall apply in the case of any existing lease, license, permit, contract or other agreement that explicitly requires the Airport tenant or user to pay rates and charges as prescribed by the Board.
 - c. The applicable rates and charges shall apply to any user of the Airport or Airport services conducting an activity covered by the schedule of rates and charges that does not operate pursuant to a lease, license, permit, contract or other agreement with GJRAA.
4. The terms of this Resolution and the attached schedule of rates and charges shall not apply in a manner that would present an irreconcilable conflict with the express terms of a lease, license, permit, contract or other agreement between GJRAA and an Airport tenant or user.
 5. The attached schedule of rates and charges is not intended to be exclusive or exhaustive. The Board reserves the right to charge for items not covered by the attached schedule of rates and charges, including recovery for damage to the Airport and fines and penalties for violation of Airport rules and regulations.
 6. The attached schedule of rates and charges shall continue in effect unless and until superseded by a further amendment adopted by the Board. It is the Board's intent to review the attached schedule of rates and charges on no less than an annual basis.
 7. This resolution shall supersede all previous schedules of rates and charges promulgated by the Board.

PASSED AND ADOPTED this 13th day of December, 2022.

Board Members Voting AYE

Tom Benton
 Rick Taggart
 Clay Tuffy
 Ron Velade
 Thaddeus Shaden

Board Members Voting NAY

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY



Chairman

ATTEST:


_____ clerk

Clerk

**SCHEDULE OF RATES AND CHARGES
GRAND JUNCTION REGIONAL AIRPORT**

I. General Requirements

Consent

Airport tenants and users agree to be bound by this schedule of rates and charges by accessing the Airport, including for the conduct of commercial activities, or by seeking facilities, supplies or services from GJRAA. No express consent is required.

Deadline for Payment

Payment shall be due and payable with thirty (30) days of receipt of an invoice, bill or other notice of payment obligation, unless directed otherwise by GJRAA.

Payment of Rates and Charges

All payments due GJRAA shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Interest

GJRAA reserves the right to charge interest on any rates and charges owed but not paid when due at the rate of three percent (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.

Inspection of Books and Records

GJRAA reserves the right to seek inspection of books and records for the limited purpose of establishing proper calculation and payment of rates and charges imposed hereunder.

Remedies for Nonpayment

GJRAA reserves the right to seek recovery of all rates and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. GJRAA 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.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft Landing Weight	\$2.14/1,000 lbs.
Commercial Non-Signatory Aircraft Landing Weight	\$3.80/1,000 lbs.
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.
- 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 (½) 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.

Joint Use Space Fees

Aircraft Operators that utilize the ticket queuing space, security, passenger boarding area, and baggage claim in the Airport's terminal building in a particular month shall pay their pro rata share of the 26,488 total square feet at a cost of \$41.02 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.

Preferential Use Space Fees

Aircraft Operators that rent preferential use space, including airline ticket counters, office space, and garage/baggage space shall pay \$41.02 per square foot per year.

Other Fees

- **Loading Bridge** - \$16.19 fee per turn. A loading bridge turn shall mean each time an aircraft is “connected” to the loading bridge. If an aircraft enplanes and deplanes passengers without disconnecting, this will count as one “turn”.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.

B. Reports/Billing

On or before the 10th 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 submitted in a format 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 10th of each month may be subject to a \$100 per day late fee.**

III. Ground Transportation Operators

Ground Transportation Operators shall include all shuttles, courtesy vehicles, limousines/sedans, taxis, transportation network companies, sightseeing tours, and buses (excluding mass transit buses operated by, or under contract with, a public entity).

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 per trip fee equal to 25% of the applicable TNC rate of \$2.50/trip for a fee of \$.63/trip multiplied by the number of trips each month. Fee shall be paid quarterly, unless other payment arrangements are made between the Operator and GJRAA. 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, provided that the hotel/motel operator only shall be required to pay GJRAA the percentage of monthly gross revenues associated with parking by Airport passengers. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Compliance

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

B. Miscellaneous Provisions Applicable to Ground Transportation Operators

No Diversion of Passengers

Ground Transportation Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer to a location off of Airport property, in order to pick up said customer or item off of Airport property and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator shall not instruct a customer to walk or utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off of Airport property in order to then pick-up the customer at a hotel/motel off of Airport property to avoid paying fees.

Signage

Ground Transportation Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation, which includes, in the case of commercial limousines/sedans/SUVs, a stamp or sticker issued by the Colorado Public Utilities Commission.

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, Commercial Aircraft Operators operating out of the terminal building 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 fifty dollars (\$150.00) 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 Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon.

V. **Leases of Airport Property**

Terminal Building Fee

Non-Aircraft Operator tenants of the terminal building leasing exclusive space and not operating under a current operating agreement will pay \$34.85 per square foot per year.

Airside Leases

New Airside Leases will have a rate equal to the greater of fair market value or the maximum price per square foot being charged to current lessees. For the period 4/1/2022 – 3/31/23, the maximum price is \$0.2326 per square foot. For the current rate contact the Authority.

Rental Car Service Area

4/1/22 – 3/31/23

Cost per sq. ft. per month

Ground	\$0.2112
Building	\$0.4559

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

Includes Criminal History Records Check (“CHRC”) fingerprinting, Security Threat Assessment (“STA”), photo, paperwork, required training class and identification media badge.

Initial Issue.....\$110.00

Renewal.....\$75.00

AOA Badges:

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

Initial Issue.....\$45.00

Renewal.....\$35.00

Change from AOA Badge to SIDA Badge

Initial Issue.....\$110.00

Lost or Not Returned Badges

Charge to employer for ID not returned\$250.00

Lost badge - 1st replacement \$50.00

Lost badge - 2nd replacement \$100.00

Lost badge - 3rd replacement..... \$300.00

Keys

Initial Issue.....\$15.00

Replacement- If broken.....\$15.00

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 – Curbside	\$75	\$150
Parking Violation – Designated Short-term Parking (per day)	\$15	\$25
Parking Violation – Permit Parking (per day)	\$30	\$45
Handicap Parking Violation (per day)	\$75	\$150

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:

20 minutes or less	FREE
More than 20 minutes	\$2.00 each additional 20 minutes
Daily maximum	\$12.00

D. Internet and Phone Service:

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

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$100
Level 2	\$75
Level 3	\$50

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 \$30.00 per hour (15-minute increments) after the first hour of staff time and \$0.25 per page of copied material. Payment is required prior to release of CORA items.

H. Credit Card Payment Convenience Fee

Payments made to the Authority via credit card will be assessed a 4% convenience fee.

I. Lease Transfer Fee

A fee of \$250 will be charged to cover administrative and legal fees associated with the execution of a lease transfer.