

BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND

6/22/17  
Item no: 6.1  
CT/1hr  
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ORDINANCE ESTABLISHING CHARGES FOR USE OF FACILITIES AND THE  
PROVISION OF AVIATION FUEL AT METROPOLITAN OAKLAND  
INTERNATIONAL AIRPORT, PROVIDING CERTAIN REGULATIONS IN  
CONNECTION THEREWITH AND REPEALING PORT ORDINANCE NO. 3634.

WHEREAS, the Board of Port Commissioners of the City of Oakland ("Board") has reviewed and evaluated the Agenda Report for Agenda Item 6.1, dated June 22, 2017 (the "Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; now, therefore

BE IT ORDAINED by the Board of Port Commissioners of the City of Oakland as follows:

**Section 1.** Unless from the context a different meaning is apparent, the words and phrases as used in this Ordinance shall have the following meanings, whether or not such terms are capitalized, and whether used in the singular or the plural, or the masculine or the feminine:

The term "**Aircraft**" shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air, except a parachute or other contrivance used primarily as safety equipment. For the purpose of this definition, a helicopter is included but an ultralight vehicle (as defined in 14 CFR 103.1) is not included.

The term "**Airline Operating Agreement**" shall mean an agreement with the Port authorizing an Airline Operator to operate its business at the Airport.

The term "**Airline Operator**" shall mean a person, firm or corporation which has as its principal business activity the carriage of passengers, mail or cargo in Aircraft of which it is the owner or lessee or over which it has direct control.

The term "**Airport**" shall mean "Metropolitan Oakland International Airport" and all of the facilities and area operated and maintained by the Port in connection or associated with an airfield for the landing and taking off of Aircraft in the Port Area in the City of Oakland, County of Alameda, State of California, and like facilities similarly located under construction by the Port at the time of adoption of this Ordinance, and area and facilities added to or made a part of such an airfield in the future. Facilities for the landing and taking off of helicopters, other than those located upon an airfield for landing and taking off of Aircraft, are not included in this definition.

The term "**All Cargo Transportation**" shall mean the transportation by Aircraft of property and mail but not the carriage of passengers.

The term "**Aviation Fuel**" shall mean all forms of gasoline, pressure appliance fuel, jet fuel, anti-detonator injector fuel and any other form of fuel used in or for the propulsion of Aircraft and automotive fuel used in ground equipment.

The term "**Based Tenant Aircraft**" shall mean any Aircraft owned or operated by a person who leases or licenses space from the Port or who subleases or sublicenses space from a Fixed Base Operator. Based Tenant Aircraft does not include Aircraft that are fractionally owned.

The term "**Commercial Operations**" shall mean the owning, controlling, operating or managing of Aircraft for any commercial purpose and receiving compensation therefrom, in any form whatsoever.

The term "**Common Use**" means any ticket counter, office, baggage make-up, kiosk, and holdroom in the Terminal Buildings, which the Port has not leased or assigned for exclusive or preferential use and which it reserves for the flexible and temporary use of any Airline Operator serving the Airport.

The term "**Contract Account**" shall mean an airline certificated by the Federal Aviation Administration or the Public Utilities Commission of the State of California to provide airline service, a major manufacturer of Aircraft with a Maximum Gross Landing Weight in excess of 60,000 pounds used by major air carriers, an air travel club which operates turboprop or turbojet transport category Aircraft with a Maximum Gross Landing Weight in excess of 70,000 pounds or a person conducting air taxi operations in large Aircraft under federal authority, and which airline, manufacturer, air travel club or air taxi operator is the holder of a contract with an oil company authorized to make Aviation Fuel deliveries to the Airport providing for the purchase and delivery of Aviation Fuel.

The term "**Director**" shall mean the Director of Aviation employed by the Port or his or her designee.

The term "**Federal Aviation Administration**" or "**FAA**" shall mean the United States Department of Transportation, Federal Aviation Administration or any successor agency.

The term "**Federal Inspection Services Facility**" or "**FIS Facility**" shall mean the U.S. Customs and Border Protection clearing facility in the Terminal Building.

The term "**Fixed Base Operator**" shall mean a Person granted the right by the Port to exercise Fueling Privileges (as defined in the Minimum Standards) and provide the other mandatory Aeronautical Services (as defined in the Minimum Standards) set forth in Article 4 of the Minimum Standards.

The term "**Maximum Gross Landing Weight**" shall mean the maximum permissible gross weight which the Aircraft may lawfully have, or be permitted to have, at the time of landing, as set forth in the Federal Aviation Administration's flight manual governing that type of aircraft, and without giving consideration to local factors. If such Maximum Gross Landing Weight cannot be determined under the prior sentence, the Port shall establish the Maximum Gross Landing Weight for the specific type of aircraft by using known factors and a reasonable interpretation. Landing fees are billed based on

FAA Certificated Maximum Gross Landed Weight (MGLW) as established by the PASSUR Landing Fee Management Program

The term "**Minimum Standards**" shall mean the Minimum Standards for Providers of Aeronautical Services and Self Fueling at the North Field of Oakland International Airport, adopted pursuant to Port Ordinance No. 4126, as amended.

The term "**Non-Signatory Airline**" shall mean an Airline Operator that has not entered into an Airline Operating Agreement with the Port.

The term "**North Field**" shall mean that portion of the Airport located north of Air Cargo Road.

The term "**Operation**" shall mean (a) the arrival and deplaning of passengers, or (b) the departure and enplaning of passengers at a Gate. If an Airline Operator both deplanes and enplanes the same aircraft at a Gate in a continuous turn, it shall be charged for a single Operation.

The term "**Person**" shall mean an individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

The term "**Port**" shall mean the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

The term "**Port Attorney**" shall mean the Port Attorney employed by the Port.

The term "**Rate Schedule**" shall mean the schedule of charges attached to this Ordinance as Exhibit A, effective July 1, 2017, as it may be amended for subsequent Fiscal Years by the Port after consultation with all Signatory Airlines.

The term "**Signatory Airline**" shall mean an Airline Operator that has entered into an Airline Operating Agreement with the Port.

The term "**South Field**" shall mean that portion of the Airport located south of Air Cargo Road.

The term "**Space/Use Permit**" shall mean a written permit given to a Signatory Airline by the Port that specifies the space the Signatory Airline may rent in the Terminal Buildings for exclusive, preferential or common use.

The term "**Terminal Buildings**" shall mean all buildings and structures located within the Airport and open to the public for the purpose of flight ticket purchase, public lobby waiting, baggage check-in and those other services related to public air travel.

Words relating to aeronautical practices, processes and equipment shall be construed according to their usage in the aviation industry.

**Section 2.** Except as provided in Sections 3 and 7 of this Ordinance, or by a written agreement between the Port and an Airline Operator, or as may be waived pursuant to a marketing incentive policy authorized by the

Port if such waiver is reflected in a written agreement between the Port and an Airline Operator, the following landing fees and operation charges are hereby established for each aircraft using the landing areas, including the helicopter landing areas, at the Airport:

a. For Aircraft having a Maximum Gross Landing Weight of less than 12,500 pounds, will be assessed a minimum landing fee charge shown on the Rate Schedule.

b. For Aircraft having a Maximum Gross Landing Weight of 12,500 pounds or more: (i) Signatory Airlines and Based Tenant Aircraft engaged in Commercial Operations shall pay the applicable rate per 1,000 pounds of Maximum Gross Landing Weight shown on the Rate Schedule; (ii) all other Aircraft shall pay the applicable rate per 1,000 pounds of Maximum Gross Landing Weight shown on the Rate Schedule.

**Section 3.** A landing fee shall not be assessed against any Aircraft which, after taking off from the Airport, and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency.

**Section 4.** All Aircraft landing fees and operation charges shall be paid in advance of the Aircraft departure unless credit arrangements satisfactory to the Director have been made in advance. Those who have established credit must file monthly reports containing all data necessary to determine the landing fee charges prepared by an official of each company involved. This data shall be furnished to the Director on or before the tenth day of each month, covering operations for the preceding calendar month together with the applicable landing fees and operations charges for said preceding calendar month.

**Section 5. Reports.**

a. All Fixed Based Operators shall provide a monthly report to the Director that provides for each landing, the date, name of the operator, tail number, weight of Aircraft, applicable landing fee rate and landing fee charged. Such report shall also include landings for which an exemption to landing fees was applied. For landings for which an exemption was applicable, the Fixed Based Operator shall maintain, and provide at the request of the Director, documentation to substantiate the exemption. In the event that the Port determines, in its reasonable discretion, that any exemptions are not supported or substantiated, such exemptions shall be deemed inapplicable for purposes of determining the landing fees payable to the Port.

b. All Persons engaged in Commercial Operations at the Airport shall render promptly such reports about such operations and on such forms as may be required by the Director.

**Section 6.** The Port shall have the right to inspect and audit any Person's books and records to determine whether such Person has complied with this Ordinance for any period ending no more than four (4) years prior to the date of commencement of such audit. Within thirty (30) days of the Port's audit request, such Person shall provide to the Port the requested records, or make such records available during the Port's regular business hours for inspection and copying by the Port or its duly authorized representative. Should any inspection or audit of a Person's books and records by the Port

and/or information from third-party systems relating to the fees to be paid under this Ordinance disclose an underpayment by such Person of amounts due under this Ordinance, such Person shall pay the Port the amount of such underpayment (and any associated delinquency charges) within two weeks of receipt of an invoice from the Port. If such inspection or audit establishes that such Person has understated and underpaid the applicable fees due under this Ordinance in any calendar year by two percent (2%) or more, then all of the Port's reasonable and actual costs (including without limitation the costs of the audit firm designated by the Port's Chief Audit Officer to perform the audit, or the prorated salary, fringes and overhead allocation of the Port's auditors) incurred by the Port in inspecting or auditing shall also be paid by such Person to the Port.

**Section 7.** Except as otherwise provided in this Section 7, no landing fees shall be charged (a) for any Based Tenant Aircraft operations not engaged in Commercial Operations, (b) for any Aircraft chartered or operated by the federal government or by the State of California or any of their agencies, except in the event that an agreement between the Port and the federal government or the State of California or any of their agencies establishes such landing fees, or (c) of federal government or State of California Aircraft being repaired or overhauled by an Airport-based company for which prior approval of the Director has been obtained.

**Section 8.** The landing fees and operation charges established pursuant to Sections 2 and 3 hereof include compensation to the Port for the privilege of procuring and delivering to Aircraft on the Airport in-flight meals prepared and delivered by the Airline Operator or its affiliated or controlled corporation to said Airline Operator's Aircraft. The Port reserves and retains the right to assess a fee or charge against anyone other than such Airline Operator or its affiliated or controlled corporation for the privilege of selling upon or delivering to the Airport such in-flight meals or supplies or products used in connection with in-flight meals.

**Section 9.** Except as otherwise provided by a written agreement between the Port and an Airline Operator, or as may be waived pursuant to a marketing incentive policy authorized by the Port if such waiver is reflected in a written agreement between the Port and an Airline Operator, the following charges are hereby established for storage of Aircraft at the Airport:

**Outside Storage - South Field Operations**

a. (1) **Signatory Airlines/Based Tenant Aircraft in Commercial Passenger Operations.** For paved or improved Aircraft parking spaces in the South Field, other than those described in subsection e(1), e(2), e(3), f(1), or f(2), designated to accommodate Aircraft with wingspans or length, whichever is greater, the rates shall be as follows:

Wingspans or Length	Monthly Rate	First 8 hours or Fraction Thereof	Each Additional 8 Hours or Fraction Thereof	Maximum Total Daily Rate
40 feet or less	\$65.00	\$6.00	\$3.00	\$12.00
50 feet or less	80.00	7.00	4.00	15.00
75 feet or less	162.00	13.00	5.00	23.00
100 feet or less	182.00	19.00	6.00	31.00
125 feet or less	283.00	29.00	12.00	53.00
150 feet or less	413.00	40.00	18.00	76.00

175 feet or less	547.00	52.00	28.00	108.00
200 feet or less	675.00	54.00	33.00	120.00
Over 200 feet	816.00	77.00	39.00	155.00
Blimp 40 feet or less	1,258.00	84.00	40.00	164.00
Taxi-in/taxi out	110.0	7.00	4.00	15.00

(2) Notwithstanding the monthly rates hereinabove set forth, the monthly rate for Aircraft 40 feet or less requiring taxi-in/taxi-out capability is \$120.00.

(3) Based Tenant Aircraft parking overnight at a loading bridge shall be subject to the applicable storage fee set forth above.

(4) No fee shall be assessed on an Airline Operator's passenger carrier Aircraft parked in the South Field for less than three (3) hours.

(5) **Non-Signatory Airlines/Non-Based Tenant Aircraft in Commercial Passenger Operations.** For Aircraft parking spaces in the South Field utilized by Aircraft that are not Based Tenant Aircraft providing passenger service, designated to accommodate Aircraft with wingspans or length, whichever is greater of:

Wingspans or Length	Monthly Rate	First 8 hours or Fraction Thereof	Each Additional 8 Hours or Fraction Thereof	Maximum Total Daily Rate
40 feet or less	\$99.00	\$8.00	\$4.00	\$16.00
50 feet or less	140.00	9.00	5.00	19.00
75 feet or less	211.00	13.00	6.00	25.00
100 feet or less	235.00	18.00	8.00	34.00
125 feet or less	366.00	26.00	13.00	52.00
150 feet or less	533.00	36.00	18.00	72.00
175 feet or less	708.00	48.00	25.00	98.00
200 feet or less	873.00	59.00	30.00	119.00
Over 200 feet	1,053.00	71.00	35.00	141.00
Blimp	1,128.00	78.00	36.00	150.00

The fee provided for in this Section 9(a)(5) shall also be payable by an operator of Based Tenant Aircraft providing passenger service that has not signed and returned the Port's Space/Use Permit covering such Aircraft parking spaces, and that does not sign and return such Space/Use Permit within 60 days after its receipt of such Space/Use Permit.

(6) Monthly storage charges are hereby established on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month.

b. (1) **Signatory Airlines/Based Tenant Aircraft in Commercial Cargo Operations.** For paved or improved heavy Aircraft apron in the South Field utilized by Based Tenant Aircraft for air cargo operations

and for paved or improved individual air cargo apron parking and staging area in the South Field designated to accommodate the following Aircraft:

Aircraft Type	Monthly Rate	First 8 Hours or Fraction Thereof	Each Additional 8 hours or Fraction Thereof	Maximum Total Daily Rate
AIRBUS A-300-600 A320-200	\$5,508 5,508	\$369 369	\$182 182	\$733 733
ANTONOV AN124 AN225	9,072 14,688	608 985	299 485	1,206 1,955
BOEING 727-100 727-200 707-320 747-100/200 747-400 757-200 767-300 777-200	3,456 3,456 5,508 9,072 9,072 3,456 5,508 9,072	232 232 369 608 608 232 369 608	114 114 182 299 299 114 182 299	460 460 733 1,206 1,206 460 733 1,206
DE HAVILAND DHC-4/CARIBOU	1,080	72	36	144
FAIRCHILD F-27	1,080	72	36	144
ILYUSHIN I1-76	5,508	369	182	733
LOCKHEED L1011-500 L382	5,508 3,456	369 232	182 114	733 460
DOUGLAS DC8-61F DC8-62F DC8-63F DC8-70 SERIES DC9-15F DC9-33F DC9-40F DC9-51F DC10-10 DC10-30	5,508 5,508 5,508 5,508 1,620 1,896 1,896 2,160 5,508 5,508	369 369 369 369 109 127 127 145 369 369	182 182 182 182 53 53 53 71 182 182	733 733 733 733 215 233 233 287 733 733
MITSUBISHI YS-11	1,404	94	46	186

The fee provided for in this Section 9(b)(1) shall not be available to an operator of Based Tenant Aircraft that has not signed and returned the Port's Space/Use Permit covering such Aircraft apron, and that does not sign and return such Space/Use Permit within 60 days after its receipt of such Space/Use Permit.

(2) If any Based Tenant Aircraft is engaged in cargo operations in the South Field and is not referenced above, the monthly rate shall be determined by multiplying the Aircraft working area (as determined by the Director) by the monthly rate of \$0.108 per square foot or any fraction thereof.

(3) These rates do not apply to Aircraft parked by an Airline Operator engaged in All Cargo Transportation that leases multi-Aircraft hangars and airport support facilities as specified in its leasehold agreement.

(4) Monthly storage charges are hereby established on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month.

C. (1) **Non-Signatory Airlines/Non-Based Tenant Aircraft in Commercial Cargo Operations.** For paved or improved heavy Aircraft apron in the South Field utilized by aircraft that are not Based Tenant Aircraft for air cargo operations and for paved or improved individual air cargo parking and staging areas in the South Field designated to accommodate the following Aircraft:

Aircraft Type	Monthly Rate	First 8 Hours or Fraction Thereof	Each Additional 8 hours or Fraction Thereof	Maximum Total Daily Rate
AIRBUS A-300-600 A320-200	\$6,885 6,885	\$461 461	\$228 228	\$917 917
ANTONOV AN124 AN225	11,340 18,360	760 1,230	374 606	1,508 2,442
BOEING 727-100 727-200 707-320 747-100/200 747-400 757-200 767-300 777-200	4,320 4,320 6,885 11,340 11,340 4,320 6,885 11,340	290 290 261 760 760 290 461 760	143 143 228 374 374 143 228 374	576 576 717 1,508 1,508 576 917 1,508
DE HAVILAND DHC-4/CARIBOU	1,350	90	45	180
FAIRCHILD F-27	1,350	90	45	180
ILYUSHIN I1-76	6,885	461	228	917
LOCKHEED L1011-500 L382	6,885 4,320	461 290	228 143	917 576

DOUGLAS				
DC8-61F	6,885	461	228	917
DC8-62F	6,885	461	228	917
DC8-63F	6,885	461	228	917
DC8-70 SERIES	6,885	461	228	917
DC9-15F	2,025	136	66	268
DC9-33F	2,370	159	66	291
DC9-40F	2,370	159	66	291
DC9-51F	2,700	181	89	359
DC10-10	6,885	461	228	917
DC10-30	6,885	461	228	917
MITSUBISHI				
YS-11	1,775	118	58	234

The fee provided for in this Section 9(c)(1) shall also be payable by an operator of Based Tenant Aircraft engaged in such air cargo operations that has not signed and returned the Port's Space/Use Permit covering such Aircraft apron and that does not sign and return such Space/Use Permit within 60 days of its receipt of such Space/Use Permit.

(2) If any Aircraft that is not a Based Tenant Aircraft is engaged in cargo operations in the South Field and is not referenced above, the monthly rate shall be determined by multiplying the aircraft working area (as determined by Director) by the monthly rate of \$0.127 per square foot or any fraction thereof.

(3) Monthly storage charges are hereby established on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month.

#### Outside Storage - North Field Operations

d. (1) **Signatory Airlines/Based Tenant Aircraft in Commercial Passenger Operations, including General Aviation Aircraft.** For paved or improved Aircraft parking spaces in the North Field, other than those described in subsection e(1), e(2), e(3), f(1) or f(2), designated to accommodate aircraft with wingspans or length, whichever is greater, the rates shall be as follows:

Tiedowns	Monthly Rate	First 8 hours or Fraction Thereof	Each Additional 8 Hours or Fraction Thereof	Maximum Total Daily Rate
40 feet or less	\$65.00	\$6.00	\$3.00	\$12.00
50 feet or less	80.00	7.00	4.00	15.00
75 feet or less	162.00	12.00	5.00	22.00
100 feet or less	182.00	18.00	6.00	30.00
125 feet or less	283.00	29.00	12.00	53.00
150 feet or less	413.00	40.00	18.00	76.00
175 feet or less	547.00	52.00	28.00	108.00

200 feet or less	675.00	64.00	33.00	130.00
Over 200 feet	816.00	77.00	39.00	155.00
Blimp 40 feet or less	1,258.00	84.00	40.00	164.00
Taxi-in/taxi out	110.00	7.00	4.00	15.00

Notwithstanding the monthly rates hereinabove set forth, the monthly rate for Aircraft 40 feet or less requiring taxi-in/taxi out capability is \$107.00.

(2) Monthly storage charges are hereby established on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month.

e. (1) **Signatory Airlines/Based Tenant Aircraft in Commercial Cargo Operations.** For heavy Aircraft apron utilized by Based Tenant Aircraft for air cargo operations and for individual air cargo parking and staging areas designed to accommodate the following Aircraft in the North Field:

Aircraft Type	Monthly Rate	First 8 Hours or Fraction Thereof	Each Additional 8 hours or Fraction Thereof	Maximum Total Daily Rate
AIRBUS A-300-600 A320-200	\$4,029 4,029	\$270 270	\$133 133	\$536 536
ANTONOV AN124 AN225	6,636 10,744	445 720	219 366	883 1452
BOEING 727-100 727-200 707-320 747-100/200 747-400 757-200 767-300 777-200	2,528 2,528 4,029 6,636 6,636 2,528 4,029 6,638	169 169 270 445 445 169 270 445	83 83 133 219 219 83 133 219	335 335 536 883 883 335 536 883
DE HAVILAND DHC-4/CARIBOU	70	53	26	105
FAIRCHILD F-27	790	53	26	105
ILYUSHIN I1-76	4,029	270	133	536
LOCKHEED L1011-500 L382	4,029 2,528	270 169	133 83	536 335
DOUGLAS				

DC8-61F	4,029	270	133	536
DC8-62F	4,029	270	133	536
DC8-63F	4,029	270	133	536
DC8-70 SERIES	4,029	270	133	536
DC9-15F	1,185	79	39	157
DC9-33F	1,343	90	44	178
DC9-40F	1,343	90	44	178
DC9-51F	1,580	106	52	210
DC10-10	4,029	270	133	536
DC10-30	4,029	270	133	536
MITSUBISHI YS-11	1,097	73	36	145

The fee provided for in this Section 9(e)(1) shall not be available to an operator of Based Tenant Aircraft that has not signed and returned the Port's Space/Use Permit covering such Aircraft apron, and that does not sign and return such Space/Use Permit within 60 days after its receipt of such Space/Use Permit.

(2) If any Based Tenant Aircraft is engaged in cargo operations in the North Field and is not referenced above, the monthly rate shall be determined by multiplying the Aircraft working area (as determined by the Director) by the monthly rate of \$0.079 per square foot or any fraction thereof.

(3) These rates do not apply to Aircraft parked by an Airline Operator engaged in All Cargo Transportation that leases multi-Aircraft hangars and airport support facilities as specified in its leasehold agreement.

(4) Monthly storage charges are hereby established on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month.

f. (1) **Non-Signatory Airlines/Non-Based Tenant Aircraft in Commercial Cargo Operations.** For heavy Aircraft apron in the North Field utilized by Aircraft that are not Based Tenant Aircraft for air cargo operations and for individual air cargo parking and staging areas designed to accommodate the following Aircraft:

Aircraft Type	Monthly Rate	First 8 Hours or Fraction Thereof	Each Additional 8 hours or Fraction Thereof	Maximum Total Daily Rate
AIRBUS				
A-300-600	\$4,754	\$319	\$157	\$633
A320-200	4,754	319	157	633
ANTONOV				

AN124	7,830	525	258	1,041
AN225	12,678	850	419	1,688
<b>BOEING</b>				
727-100	2,983	199	98	395
727-200	2,983	199	98	395
707-320	4,754	319	157	633
747-100/200	7,830	525	258	1,041
747-400	7,830	525	258	1,041
757-200	2,983	199	98	395
767-300	4,754	319	157	633
777-200	7,830	525	258	1,041
<b>DE HAVILAND</b>				
DHC-4/CARIBOU	932	63	31	125
<b>FAIRCHILD</b>				
F-27	932	63	31	125
<b>ILYUSHIN</b>				
I1-76	4,754	319	157	633
<b>LOCKHEED</b>				
L1011-500	4,754	319	157	633
L382	2,983	199	98	395
<b>DOUGLAS</b>				
DC8-61F	4,754	319	157	633
DC8-62F	4,754	319	157	633
DC8-63F	4,754	319	157	633
DC8-70 SERIES	4,754	319	157	633
DC9-15F	1,398	93	46	185
DC9-33F	1,585	106	52	210
DC9-40F	1,585	106	52	210
DC9-51F	1,864	125	61	247
DC10-10	4,754	319	157	633
DC10-30	4,754	319	157	633
<b>MITSUBISHI</b>				
YS-11	1,294	86	42	170

The fee provided for in this Section 9(f)(1) shall also be payable by an operator of Based Tenant Aircraft engaged in such air cargo operations that has not signed and returned the Port's Space/Use Permit covering such Aircraft apron and that does not sign and return such Space/Use Permit within 60 days of its receipt of such Space/Use Permit.

(2) If any Aircraft that is not a Based Tenant Aircraft is engaged in cargo operations in the North Field and is not referenced above, the monthly rate shall be determined by multiplying the aircraft working area (as determined by the Director) by the monthly rate of \$0.093 per square foot or any fraction thereof.

(3) Monthly storage charges are hereby established on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month.

**T-Hangar Storage - North Field Operations**

g. (1) Monthly storage charges are hereby established on a calendar month basis. Any person commencing storage during a calendar month shall be charged for a complete month when there are ten or more days remaining in such a calendar month. When there are nine or less days remaining in such a calendar month, charges shall be on the basis of the daily rate for the remainder of such calendar month. Monthly storage rates shall apply to permanently based aircraft when registration is completed and approved for reserved storage, except as otherwise provided herein. Daily storage rates shall apply to those aircraft not registered on a permanent monthly reserved basis and as provided herein.

(2) For storage of Aircraft in T-hangars in the North Field, the monthly storage rates exclusive of office space in said T-hangars shall be as follows (as further adjusted by the Consumer Price Index as described below):

Hangar Area (Port-owned Hangars)	Monthly Rates
Port-A-Port (760 square feet)	\$292.00
Port-A-Port (1,000 square feet)	354.00
T-Hangar (840 square feet)	299.00
T-Hangar (960 square feet)	341.00
T-Hangar (1,110 square feet)	396.00
T-Hangar (1,152 square feet)	411.00
T-Hangar (1,596 square feet)	568.00

Hangar Area Between Hangar 6 & 7, and South of Building L-606 (Port-owned Hangars)	Monthly Rates
T-Hangar (1,060 square feet)	\$461.00
T-Hangar (1,340 square feet)	581.00

Hangar Area (Privately owned Port-a-Port)	Monthly Rates
Ramp Space (780 square feet)	\$156.00
Ramp Space (1,060 square feet)	213.00
Ramp Space (1,340 square feet)	271.00
Ramp Space (2,050 square feet)	411.00

The rate for office space in said T-Hangars shall be \$0.3026 per square foot per month rounded to the nearest dollar for the total office space occupied. Electricity shall be provided separately on a metered basis.

The monthly rates set forth above will increase (but not decrease) each year through June 30, 2019, by the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco/Oakland/San Jose Area, rounded up to the nearest whole dollar.

**Outside Storage - All Operations**

h. (1) No storage charges shall be assessed under this Section 9 against aircraft operated by the United States Government or any of its agencies or the State of California or any of its agencies, except in the event that an agreement between the Port and such agencies establishes such charges.

(2) For outside Aircraft parking spaces in unpaved, unimproved areas: A rate equal to 75% of the applicable monthly rate for outside storage of Aircraft on paved or improved areas will be charged.

(3) Disabled Aircraft parked on the apron and unable to resume normal operations shall be subject to scheduled storage fees for a maximum of three days after discharging cargo. Subsequent to the third 24-hour period, the Director may elect to reduce said rates by 50%.

i. (1) All Aircraft stored on the Airport shall be registered, or otherwise accounted for, with the Director. Any Aircraft not properly registered or so accounted for shall be deemed as trespassing and may be impounded by the Port. Release from impound shall be accomplished by proper registration and payment of any fees and charges due the Port. In addition to any fees or charges due for storage and services, there shall be an impound charge of \$250.00 due and payable prior to release from impound.

(2) Storage of Aircraft at the Airport shall be permitted only at places designated by the Director and shall be at the sole risk of the owner or operator of the Aircraft and without any responsibility of the Port, its officers or employees, for any loss of or damage to the Aircraft while so stored. The owner or operator of the Aircraft shall be responsible for the tying-down and securing of their aircraft.

(3) Monthly storage rates shall apply to Aircraft when registration is completed and approved for reserved storage, except as otherwise provided herein. Daily storage rates shall apply to those Aircraft not registered on a permanent monthly reserved basis.

For Fiscal Year 2017-2018, for Signatory Airlines, the South Field Aircraft storage fees set forth in Sections 9.a.(1), 9.a.(3), 9.b.(1) and 9.b.(2) shall be held in abeyance.

#### **Section 10. Space Rental Charges.**

**Section 10.1.** Each Signatory Airline shall pay the applicable monthly rental rates per square foot shown on the Rate Schedule for its use (if any) of each of the following types of exclusive, preferential, or common use space its occupies in the Terminal Buildings in accordance with its Space/Use Permit:

- a. Category I - Preferential Use Ticket Counter Space
- b. Category II - Exclusive Office and Preferential Use Holdroom Space
- c. Category III - Baggage Claim Space
- d. Category IV - Baggage Make-up Space
- e. Category V - Common Use Ticket Counter Space
- f. Category VI - Common Use Office Space
- g. Category VII - Common Use Baggage Make-up Space.

Each Signatory Airline that uses an assigned Preferential Holdroom as defined in its Space/Use Permit shall pay a monthly charge shown on the Rate Schedule.

**Section 10.2.** Each Signatory Airline shall pay a share of the Baggage Claim Monthly Charge, as shown on the Rate Schedule, for its use of Baggage Claim Space in each of the two Terminals, in accordance with its Space/Use Permit. Each Signatory Airline's share is calculated as a ratio of the airline's deplaned passengers to the total deplaned passengers at the respective Terminal in each month, regardless of the number of passengers who actually check bags.

Any Non-Signatory Airline, using Baggage Claim Space at either of the Terminals, shall pay a Baggage Claim Fee per deplaning passenger, as shown on the Rate Schedule, regardless of the number of passengers who actually check bags.

**Section 10.3.** Each Signatory Airline that does not have a Space/Use Permit or has not been assigned one or more Preferential or Common Use Ticket Counters and Baggage Make-up space shall pay the Common Use Fee shown on the Rate Schedule for each Operation it conducts in the Terminal Buildings.

Any Non-Signatory Airline shall pay a Non-Signatory Common Use Fee for each Operation it conducts in the Terminal Buildings, as shown on the Rate Schedule.

**Section 10.4.** Each Signatory Airline that has been assigned one or more Preferential or Common Use Ticket Counters and Baggage Make-up space under its Space/Use Permit shall pay the applicable Secondary Use Fee, as shown on the Rate Schedule, for each Operation it conducts with aircraft of designated sizes on a Common Use Gate or as a secondary user of a Preferential Holdroom assigned to another Signatory Airline under a Space/Use Permit.

**Section 10.5.** Each Signatory Airline shall pay the monthly rental rate shown on the Rate Schedule for each Self-Service Kiosk it has placed in the Terminal in accordance with its Space/Use Permit.

**Section 10.6.** Reserved.

**Section 10.7** Each Airline Operator shall pay the FIS Facility Fee shown on the Rate Schedule for each Deplaning Passenger who is required to use the FIS Facility.

**Section 10.8** The terminal rental rates and fees set forth in this Section 10 may be modified by a written agreement between the Port and an Airline Operator and may be waived pursuant to a marketing incentive policy authorized by the Port if such waiver is reflected in a written agreement with the Port.

**Section 10.9** The following fees are hereby established for Airport Security Identification Display Area (SIDA) badges issued by the Port and fingerprinting/criminal history records check:

New SIDA Badge and renewal fee	\$25.00
Fingerprinting/Criminal History Records Check	\$50.00

Airport Vehicle Parking Ramp Access Permits: The following prices are hereby established for Port-issued vehicle permits at the Airport:

<b>Type of Permit</b>	<b>Fee</b>
Reserved Area Vehicle Parking	\$5.00
Ramp Area Vehicle Access	5.00

**Section 10.10.** Reserved.

**Section 10.11.** Reserved.

**Section 10.12.** The fee of \$32.00 per month is hereby established for each tenant transient employee and airline flight crew members using unleased parking facilities provided by the Port for employee vehicle parking at the Airport.

Said fee shall be assessed on a calendar month basis and shall not be prorated for a partial month, and any employee or airline flight crew member using said parking areas prior to the 16th day of a calendar month shall be charged the full monthly rate. Said fee shall include the issuance of one decal and each additional decal issued to the same employee or airline flight crew member shall be assessed the full monthly fee as set forth above. The Port may issue said decal on a quarterly or annual basis for the full monthly fees for each month of the period of such issuance.

**Section 10.13.** In the event a preferential assignee is unable to use the ticketing unit and loading bridge gate preferentially assigned to it by reason of the gate being temporarily inoperable, and if in such event said preferential assignee is required to use another ticketing unit and loading bridge gate in said second level of Building M-103, Building M-130, and M-367 said preferential assignee shall not be assessed an additional secondary use fee for such use.

For the purpose of this Section 10.13, a preferential assignment shall give the assignee the right to a preferential nonexclusive use of a certain ticketing unit and associated loading bridge gate in the said second level of the Airport Terminal I (M-103) and Terminal II (M-130 and M367) on a month-to-month basis, together with the right to utilize for its passengers using said unit and gate, the common seating areas in said second level. For the purposes of this Section 10.10, a secondary assignment shall give the assignee the right to secondary use of a certain ticketing unit and loading bridge gate in said second level for a period specified, such right being subordinate to the prior rights of the preferential assignee, together with the right to utilize for its passengers using said unit and gate, the common seating areas in said second level.

Airline Operators who use the second level loading bridge gates described in this Section 10.13 and who use 400HZ ground power associated with said loading bridges shall pay to the Port each month for the use of said ground power the Airline Operator's proportionate share of the total month's electrical charges for said ground power units. Each said Airline Operator's proportionate share of said total sum shall be determined by the total Maximum Gross Landing Weight of said Airline Operator's aircraft at the Airport for said month in proportion to the total Maximum Gross Landing Weights of the Aircraft at the Airport for said month of all Airline Operators using said second level loading bridge ground power.

**Section 10.14.** A concession fee of ten percent (10%) of Gross Revenue, subject to a minimum monthly fee of (i) \$250 for those operating on South Field, and (ii) \$500 for in-flight caterers and those operating on North Field, is hereby established for all Airline Services Providers. For any Airline Services Provider that occupies space, such Airline Services Provider shall also pay the applicable charge for such space as set forth in this Ordinance or as set forth in a separate agreement between the Port and the Airline Services Provider, in addition to the fee set forth in this Section 10.13. An "Airline Services Provider" shall mean any third-party company, entity or person operating at the Airport (in either South Field or North Field) that provides services to passenger and cargo airlines, corporate and private aircraft owners, and/or any other entity operating at the Airport, including, but not limited to, passenger and cargo handling, in-flight catering services, aircraft washing, airline tenant space janitorial services, aircraft maintenance and repair, passenger, catering and cargo security, and specialized equipment maintenance and repair. Notwithstanding the foregoing, Airline Services Provider shall not include any third-party company, entity or person that provides services to Airport concessionaires who operate food/beverage, retail, news/gifts and/or duty free concessions at the Airport. In addition, Airline Services Provider shall not include any contractors who provide construction services to Airport concessionaires, airlines or other Port tenants ("Airport Tenants Construction Contractor"). An airport Tenant Construction Contractor that enters into an agreement with the Port shall pay an annual administrative fee of \$500.00. "Gross Revenue" shall have the meaning set forth in the applicable agreement between the Port and the Airline Services Provider. Gross Revenue and Gross Receipts have the same meaning. The rental rate for office and storage space for Airline Services Providers and all other Persons who are not Airline Operators is \$4.897 per square feet per month.

**Section 11.** Airline Operators, and other Persons with the consent of the Director, may use the telephone communication system installed by the Port in the Terminal Buildings. For such privilege each user shall pay to the Port each month in advance a sum equal to \$22.00 (analog, without voicemail), \$25.00 (digital, without voicemail) or \$30.00 (digital, with voicemail), in each case multiplied by the number of telephones it has connected to said system. Said system is designed to provide a service within and upon the Airport, but not to areas and locations outside the Airport.

**Section 12.** For the right to use the Airport for access to Airport employees and other persons at the Airport, during times and from locations authorized by the Director, each mobile food caterer selling food or beverages at the Airport shall pay to the Port a minimum monthly fee per catering vehicle doing business at the Airport, as established by the Director. Such fee shall be uniform for all such caterers at the Airport, and shall not be less than \$250 per month per vehicle nor more than \$500 per month per vehicle, unless otherwise approved by the Port.

**Section 13.** No Person shall deliver Aviation Fuel to, or dispense such fuel from, at or upon, the Airport without a permit from the Port.

Upon securing the prior written consent of the Director, a Contract Account may secure Aviation Fuel upon the Airport from bulk storage facilities on the Airport constructed and maintained by the Oakland Fuel Facilities Corporation, such Contract Account or from an oil company authorized by the Port to do business upon the Airport. Except as hereinafter provided, such fuel may be delivered upon the Airport only to or from Aircraft or other mobile equipment operated by such Contract Account with its personnel making

such deliveries, by personnel or designees of the Oakland Fuel Facilities Corporation, or by others to the extent authorized by written agreements with the Port. Deliveries of any Aviation Fuel may not be made by a Contract Account to any other Person, to engine test cells or other devices for testing Aircraft engines or to any Aircraft other than Aircraft operated by such Contract Account in or upon the Airport without special permission of the Director and then only upon payment to the Port of an amount equal to the charge assessed by Section 16 hereof.

**Section 14.** Upon securing prior consent of the Port, oil companies otherwise authorized to make deliveries of Aviation Fuel to the Airport may make deliveries of Aviation Fuel directly to tenants of the Port upon the Airport when such fuel is used in engine test stands, or for similar uses, and not inflight operations.

**Section 15.** For Fixed Base Operators, the charge for delivery of Aviation Fuel is \$0.21 per gallon, except that for delivery of Aviation Fuel to a Contract Account, the charge shall be \$0.085 per gallon.

**Section 16.** The charge for self-deliveries of Aviation Fuel on the Airport shall be \$0.15 per gallon for each gallon of Aviation Fuel so self-delivered.

**Section 17.** All services rendered Airline Operators are to be paid before Aircraft can be cleared from the Airport unless credit terms have been approved. An Airline Operator who has been extended credit terms shall file with the Airport, not later than 10 calendar days after the end of each month, a written report on the form(s) provided by the Port for flight activity conducted by said Airline Operator during the month which affects the rates, fees and charges imposed at the Airport. Airline Operator shall pay such charges for monthly activities upon receipt of invoice(s). Such charges are considered past due 30 days after the invoice date. Monthly space rentals and storage fees are payable in advance and are past due after the 10th of the month, unless otherwise stated in the occupancy agreement.

**Section 18.**

a. Except as provided in a written agreement between the Port and an Airline Operator, an Airline Operator who does not lease or license space from the Port in the Terminal Buildings for accommodation of passengers and who has been extended credit terms, shall file with the Airport, not later than 10 calendar days after the end of each month, a written report on the form(s) provided by the Airport for flight and related activity during the month conducted by said Airline Operator which affects the rates, fees and charges imposed at the Airport. Said Airline Operator shall pay the charges for its monthly activities upon receipt of the Port invoice(s) for said charges. Charges are considered past due if they remain unpaid after 30 calendar days from the invoice date and are subject to a delinquency charge equal to \$50, plus five one-hundredths of one percent (.05%) of said charges for each day said charges are past due, but not to exceed the maximum interest rate permitted by law.

b. In the event said Airline Operator described in Subsection a. shall fail to submit its said written report to the Airport by the tenth day of a calendar month, then except as otherwise provided in the written agreement between the Port and the Airline Operator, the Port shall invoice Airline Operator based upon one hundred ten percent (110%) of the previous month's billed activity, or in the event the Airline Operator had no previous

month's billed activity, then the Port shall invoice Airline Operator based upon one hundred ten percent (110%) of its scheduled activity for the reporting month. Upon the Airport's receipt of the written report, the Port will reconcile any estimated billings to the actual billings due the Port, and Airline Operator shall pay any additional amount owed the Port promptly after receipt of Port's invoice, together with all applicable interest and penalty measured from the date such payment would have been due if Airline Operator had timely submitted its written report to Port.

c. Fixed rentals and fees of said Airline Operator that remain unpaid after the 10th of the month in which the charges are incurred shall be subject to a delinquency charge of \$50.00 plus a sum equal to five one-hundredths of one percent (.05%) of said charge, but not to exceed the maximum interest rate permitted by law, for each day from the date such charge became due and payable until payment of such charge has been received by the Port.

**Section 19.** In addition to other remedies provided by law, the charges herein established shall become a lien upon the respective Aircraft incurring any of them. Such liens shall be of a character and enforced in the manner prescribed by the general law of the State of California. No person shall remove any Aircraft to which is attached any such lien unless the Director shall give written permission therefor. Whenever, in any specific instance, it may be deemed proper or expedient, the Port or the Director may, in writing, authorize a temporary deviation from or elimination of the rates, charges or tolls herein provided for.

**Section 20.** The making of any assignment of facilities under this Ordinance, and the use and operation of the said facilities by the assignee or user, shall be subject to the condition that the Port and its officers, agents and employees, shall not be liable for any injury to or death of any person or persons or damages to property of any kind whatsoever, whether the person or property of the assignee or other user, its agents or employees, or third person, from any cause or causes whatsoever, including the negligence of the Port or its employees, agents or contractors, while in, on or about the said facilities, or equipment, or while using, operating or in custody or control of the said facilities, during the term of such assignment or use, or occasioned by any use or operation of said facilities or any activity carried on by the assignee or user in connection therewith, and that the assignee or user will indemnify, defend and save harmless the Port, its officers, agents or employees from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injury, death, claim, suit or loss however occurring or damages growing out of the same. Assignee's or user's said obligations shall not apply where the injury, death, claim, suit or loss was caused solely by the willful misconduct of the Port but shall apply under all other circumstances regardless of responsibility for negligence. In carrying out its obligations under this Section 20, the assignee or user will use defense counsel reasonably acceptable to the Port Attorney.

**Section 21. Passenger Facility Charges.**

a. This Section establishes and imposes a Passenger Facility Charge ("PFC") under the authority of Section 9110 of the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. App. § 1513 (the "Act"), the federal regulations implementing the Act, including the regulations at Title 14, Code of Federal Regulations, Part 158 ("the Federal Regulations"), as they have all been or may be amended, and the specific authority granted to the Port by the Administrator of the FAA. Unless this Section otherwise provides, the

terms and phrases used in this Section shall be defined and interpreted as those terms and phrases are defined and interpreted in and under the Act and/or the Federal Regulations.

b. There is hereby established and imposed, commencing September 1, 1992 (which is the charge effective date under the Federal Regulations), a PFC of \$3.00, \$4.50 or the maximum PFC authorized by the FAA, in each case as approved by the FAA, on each ticket issued on or after the charge effective date for each passenger enplaned at the Airport. Each carrier who is defined as a collecting carrier under the Act and/or the Federal Regulations shall collect and handle the PFC, and shall remit the PFC to the Port, in accordance with the provisions of the Act and the Federal Regulations. Notwithstanding the foregoing provisions of this subsection b, (1) no passenger enplaned, or carrier, who is exempt respectively from paying or collecting a PFC under the Act or the Federal Regulations, shall be required to pay or collect a PFC under this Section, and (2) no passenger enplaned by an air taxi commercial operator who is required to file FAA form 1800-31 is required to pay, and no such air taxi commercial operator is obligated to collect from such passenger, a PFC. In each case that the Act and/or the Federal Regulations authorize collection, handling or remittance of a PFC by alternate provisions with the agreement of the public agency, the Port's Executive Director or the Director are hereby authorized for and on behalf of the Port to make such agreement, provided that the agreement is in writing signed by each party to the agreement and is approved as to form and legality by the Port Attorney.

c. The PFC established pursuant to this Section for the projects approved by the FAA by its approval letters and accompanying Record of Decision shall be paid and collected on each ticket issued on or after the charge effective date and issued before the charge expiration date under the Federal Regulations, or before such other date as may be specified in writing by the Port or the FAA in accordance with the Act and/or the Federal Regulations.

d. A carrier who does not remit a PFC to the Port within the time required by the Act and/or the Federal Regulations shall be subject to a delinquency charge of \$25.00 plus a sum equal to five one-hundredths of one percent (.05%) of said PFC, but not to exceed the maximum interest rate permitted by law, for each day from the date such PFC became due and payable until remittance of such PFC has been made to the Port.

e. The PFC established pursuant to this Section shall not be paid and collected on any passenger enplaning at the Airport in any instance where the passenger did not pay for the air transportation which resulted in such enplanement, including any case in which the passenger obtained the ticket for the air transportation with a frequent flyer award coupon and similar bonus award programs, within the meaning of Section 333 of the Department of Transportation Appropriations Act for Fiscal Year 1994 and 14 Code of Federal Regulations Part 158, including without limitation all Notices of the Federal Aviation Administration thereunder.

**Section 22.** The Board hereby finds and determines that this Ordinance is exempt pursuant to California Environmental Quality Act Guidelines Section 15273(a).

**Section 23.** As of the effective date of this Ordinance, Port Ordinance No. 3634 is hereby repealed. As of the effective date of this Ordinance, prior references to Port Ordinance No. 3634 shall be deemed to mean this successor Ordinance.

**Section 24.** This Ordinance shall be effective July 1, 2017 for Signatory Airlines, and October 1, 2017 for all others.

**Section 25.** In acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received.

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\_\_\_\_\_  
**President.**

Attest:

\_\_\_\_\_  
**Secretary.**

**Approved as to form and legality:**

\_\_\_\_\_  
**Port Attorney**

**EXHIBIT A  
RATE SCHEDULE**

	Rate Ord Section		FY2017-18
<b>LANDING FEES</b>			
<b>Signatory Airline; Based Tenant, Engaged in Commercial Operations</b>			
Minimum Charge per Landing	2 (a)	\$	39.86
Landing Fee	2 (b) (i)		3.19
<b>All Other Aircraft</b>			
Minimum Charge per Landing	2 (a)	\$	49.82
Landing Fee	2 (b) (ii)		3.99
<b>No landing fee shall be charged for landings of:</b>			
<b>1</b> Any Aircraft which, after taking off from the Airport, and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency;	3	\$	-
<b>2</b> Any Based Tenant Aircraft not engaged in Commercial Operations;	7 (a)	\$	-
<b>3</b> Aircraft chartered or operated by the federal government or by the State of California or any of their agencies, except in the event that an agreement between the Port and the federal government or the State of California or any of their agencies establishes such landing fees;	7 (b)	\$	-
<b>4</b> Federal government or State of California Aircraft being repaired or overhauled by an Airport-based company for which prior approval of the Director has been obtained.	7 (c)	\$	-
<b>TERMINAL RATES AND FEES</b>			
<b>Terminal Space Rental Rates (psf/per month)</b>	<b>10.1</b>		
Category I - Preferential Ticket Counter Space	10.1 (a)	\$	27.981
Category II - Exclusive Office and Preferential Holdroom Space	10.1 (b)		25.183
Category III - Baggage Claim Space	10.1 (c)		22.385
Category IV - Preferential Baggage Make-up Space	10.1 (d)		19.587
Category V - Common Use Ticket Counter Space	10.1 (e)		13.991
Category VI - Common Use Office Space	10.1 (f)		12.591
Category VII - Common Use Baggage Make-up Space	10.1 (g)		9.793

<b>Preferential Holdroom Monthly Charge (per each Holdroom)</b>	<b>10.1</b>	<b>\$</b>	<b>61,651</b>
<b>Baggage Claim Monthly Charges - Signatory Airline</b>	<b>10.2</b>		
Allocated based on % deplaning passengers			
Terminal 1		<b>\$</b>	<b>458,577</b>
Terminal 2		<b>\$</b>	<b>348,353</b>
<b>Baggage Claim Fee per Deplaned Passenger- Non-Signatory Airline</b>	<b>10.2</b>	<b>\$</b>	<b>1.96</b>
<b>Common Use Fee per Operation - Signatory Airline</b>	<b>10.3</b>	<b>\$</b>	<b>618</b>
Common Use Fee per Operation - Non-Signatory Airline			<b>773</b>
<b>Secondary Use Fees per Operation:</b>	<b>10.4</b>		
Applicable to Signatory Based Airline only			
Aircraft with 90 seats or more		<b>\$</b>	<b>459</b>
Aircraft with 31 to 89 seats			<b>230</b>
Aircraft with 30 seats or fewer			<b>115</b>
<b>Airline Self-Service Kiosk - per unit per month</b>	<b>10.5</b>	<b>\$</b>	<b>50.00</b>
<b>Federal Inspection Services (FIS) Facility Fee</b>	<b>10.7</b>	<b>\$</b>	<b>12.00</b>

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