

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

**PORT ORDINANCE NO. 4710**

ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2024 AIRLINE LANDING FEE RATES, TERMINAL SPACE RENTAL RATES, AND OTHER FEES GENERATING \$94.4 MILLION IN REVENUE AT OAKLAND INTERNATIONAL AIRPORT, AND ADOPTION INTO CHAPTER 5.02 AND APPENDIX C-1 OF THE PORT OF OAKLAND ADMINISTRATIVE CODE (POAC) BY AMENDING AND RESTATING PORT ORDINANCE NOS. 4430, 4483, 4523, 4526, 4566, 4586, 4606, AND 4653, AND FINDING THAT THE PROPOSED ACTION IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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**WHEREAS**, the Board of Port Commissioners of the City of Oakland ("Board") has reviewed and evaluated the Agenda Report for Agenda Item 4.2, dated July 6, 2023, and related agenda materials ("Agenda Report"), has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

**WHEREAS**, Section 706 of the City of Oakland ("City") Charter gives to the Board the complete and exclusive power and duty for and on behalf of the City to exercise various powers and duties relating to the Port's jurisdiction, including, but not limited to, the power and duty to "adopt and enforce such ordinances, orders, regulations and practices as are necessary for the proper administration and discharge of its duties and powers, or for the management and government of the port, and its facilities" (City Charter, Sec. 706(27)); and

**WHEREAS**, 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 testimony received; now, therefore

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

**Section 1.** The Board hereby finds and determines that the proposed action is not subject to the California Environmental Quality Act ("CEQA") under the general rule exclusion under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed action will not have a significant effect on the environment and therefore is not a "project" under CEQA.

**Section 2.** The Board hereby:

A. Approves and amends the ordinances establishing the charges for use of facilities and the provision of aviation fuel at the Oakland International Airport ("Rates and Charges"), which shall be effective July 1, 2023, for signatory airlines and will be effective October 1, 2023, for non-signatory airlines and other non-airline tenants and users of the Airport, as further described in the Agenda Report.

B. Adopts the Rates and Charges as Chapter 5.02 and Appendix C-1 of the Port of Oakland Administrative Code ("POAC") by amending and restating Port Ordinance Nos. 4430, 4483, 4523, 4526, 4566, 4586, 4606, and 4653, as set forth in the attachment to this Ordinance.

C. Authorizes the Executive Director or his designee to take all actions necessary to implement this adoption into the POAC, provided that such actions do not materially differ from the terms and conditions set forth herein and in the Agenda Report, subject to approval as to form and legality by the Port Attorney.

**Section 3.** This Ordinance is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this Ordinance, is signed as approved as to form and legality by the Port Attorney, and is delivered to the other contracting party, there shall be no valid or effective agreement.

**Section 4.** This Ordinance shall take effect on the date of its final adoption; provided, however, that if a petition protesting the adoption of this Ordinance is timely and duly submitted to the elections official of the City of Oakland in the manner required under California Elections Code § 9237, the effective date of this Ordinance shall be suspended, and all actions authorized by this Ordinance shall be null and void.

The Board of Port Commissioners, Oakland, California, July 6, 2023.  
Passed to print for one day by the following vote: Ayes: Commissioners Cluver, Colbruno, Lee, Martinez, Story, and President Leslie - 6. Excused: Commissioner Butner - 1.

Daria Edgerly,

Secretary of the Board

Adopted at a Regular Meeting held July 27, 2023  
by the following vote:

Ayes: Commissioners Cluver, Colbruno, Lee, and  
President Leslie - 4

Excused: Commissioners Martinez and Myres - 2

Noes: 0

  
President.

Attest:

  
Secretary.

Approved as to form and legality:

  
Port Attorney

## Chapter 5.02 Airport Rates and Charges

### Section 5.02.010 Definitions

Unless from the context a different meaning is apparent, the words and phrases as used in this Chapter 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:

“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 Section 103.1 of Title 14 of the Code of Federal Regulations, as it may be amended or superseded) is not included.

“Airline Operating Agreement” shall mean an agreement with the Port authorizing an Airline Operator to operate its business at the Airport.

“Airline Operator” shall mean a Person 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.

“Airline Services Provider” shall mean any third-party 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 Airport Tenant Construction Contractors, or any third-party Person that provides services to Airport concessionaires who operate food/beverage, retail, news/gifts and/or duty-free concessions at the Airport.

“Airport” shall mean “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, and like facilities similarly located under construction by the Port at the time of adoption of this Chapter, and area and facilities constructed in connection or associated with 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.

“Airport Tenant Construction Contractor” shall mean a contractor that provides construction services to Airport concessionaires, airlines, or other Port tenants.

“All Cargo Transportation” shall mean the transportation by Aircraft of property and mail but not the carriage of passengers.

“Angel Flight” shall mean a flight operation by a volunteer pilot using his/her own personal aircraft and time to transport patients and family members to a medical facility for no charge.

“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.

“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.

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

“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.

“Contract Account” shall mean an airline certificated by the FAA or the California Public Utilities Commission 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.

“Director” shall mean the Director of Aviation employed by the Port or their designee.

“FAA” shall mean the United States Department of Transportation, Federal Aviation Administration, or any successor agency.

“Federal Inspection Services Facility” or “FIS Facility” shall mean the U.S. Customs and Border Protection clearing facility in the Terminal Building.

“Fixed Base Operator” or “FBO” shall mean a Person granted the right by the Port to exercise Fueling Privileges and provide the other mandatory Aeronautical Services, as defined and set forth in the Minimum Standards.

“Flight Instruction Services” shall mean instructing pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, and shall provide such related ground school instruction as is necessary preparatory to a student taking a written examination and flight check ride for the category or categories of pilots’ licenses and ratings from the FAA.

“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 FAA’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 as established by the PASSUR Landing Fee Management Program, or any other landing fee management program used by the Port.

“Minimum Standards” shall mean the Oakland International Airport Minimum Standards for Providers of Aeronautical Services and Self Fueling at the North Field, adopted pursuant to Port Ordinance No. 4126, as amended, and as it may be further amended or superseded, or incorporated into this Code.

“Non-Signatory Airline” shall mean an Airline Operator that has not entered into an Airline Operating Agreement with the Port.

“North Field” shall mean that portion of the Airport located north of Air Cargo Road.

“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.

“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.

“PFC” shall mean a Passenger Facility Charge under the authority of Section 40117 of the PFC Legislation, the federal regulations implementing the Act, including the PFC Regulations, as they have all been or may be amended, and the specific authority granted to the Port by the Administrator of the FAA.

“PFC Legislation” shall mean the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40116.

“PFC Regulations” shall mean the federal regulations implementing the PFC Legislation, including the regulations at Part 158 of Title 14 of the Code of Federal Regulations, as it may be amended or superseded.

“Signatory Airline” shall mean an Airline Operator that has entered into an Airline Operating Agreement with the Port.

“South Field” shall mean that portion of the Airport located south of Air Cargo Road.

“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.

“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 in this Chapter according to their usage in the aviation industry.

#### Section 5.02.020 Landing Fees and Operation Charges

Except as provided in Sections 5.02.030 and 5.02.070, 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 shall be applicable for each aircraft using the landing areas, including the helicopter landing areas, at the Airport:

- A. For Signatory Airlines and Based Tenant Aircraft engaged in Commercial Operations: (1) Aircraft having a Maximum Gross Landing Weight of less than 12,500 pounds shall be assessed a minimum landing fee charge set forth in Section A.1. of Appendix C-1; and (2) Aircraft having a Maximum Gross Landing Weight of 12,500 pounds or more shall pay the applicable rate per 1,000 pounds of Maximum Gross Landing Weight set forth in Section A.1. of Appendix C-1.

- B. For all other Aircraft: (1) Aircraft having a Maximum Gross Landing Weight of less than 12,500 pounds shall be assessed a minimum landing fee charge set forth in Section A.2. of Appendix C-1; and Aircraft having a Maximum Gross Landing Weight of 12,500 pounds or more shall pay the applicable rate per 1,000 pounds of Maximum Gross Landing Weight set forth in Section A.2. of Appendix C-1.

#### Section 5.02.030 Exceptions to Landing Fee Charges

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 5.02.040 Payment of Fees and Charges

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 5.02.050 Reporting

- 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 5.02.060 Port Inspection and Audit

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 Chapter 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 Chapter disclose an underpayment by such Person of amounts due under this Chapter, such Person shall pay the Port the amount of such underpayment (and any associated delinquency charges) within two (2) 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 Chapter 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 Auditor 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 5.02.070 Exemptions from Landing Fees

Except as otherwise provided in this Section, 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 or any of their agencies, except in the event that an agreement between the Port and the federal government or the State or any of their agencies establishes such landing fees; (C) Of federal government or State Aircraft being repaired or overhauled by an Airport-based company for which prior approval of the Director has been obtained; (D) For Angel Flight operations; or (E) For landings by student pilots of schools providing Flight Instruction Services.

#### Section 5.02.080 Port's Additional Rights to Assess Fees and Charges for In-Flight Meals

The landing fees and operation charges established pursuant to Sections 5.02.020 and 5.02.030 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 5.02.090 Storage Charges

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 shall be applicable for storage of Aircraft at the Airport:

##### A. Outside Storage – South Field Operations

##### 1. Signatory Airlines / Based Tenant Aircraft in Commercial Passenger Operations

a. For paved or improved Aircraft parking spaces in the South Field, other than those described in Subsections B.2., B.2.b., and B.3. of this Section, the rates shall be as set forth in Section B.1.a. of Appendix C-1.

b. Based Tenant Aircraft parking overnight at a loading bridge shall be subject to the applicable storage fees set forth in Section B.1.a. of Appendix C-1.

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

##### 2. 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, the rates shall be as set forth in Section B.1.b. of Appendix C-1, which fees 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 sixty (60) days after its receipt of such Space/Use Permit.

3. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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.

4. 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 areas in the South Field the applicable storage fees shall be as set forth in Section B.1.c. of Appendix C-1.

a. The fees provided for in this Subsection 5.02.090 A.4. 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 sixty (60) days after its receipt of such Space/Use Permit.

b. The rates set forth in this Subsection 5.02.090 A.4. 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.

c. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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.

5. Signatory Airlines/Based Tenant Aircraft in Commercial Cargo and Handling Operations

For paved or improved heavy Aircraft apron in the South Field utilized by Based Tenant Aircraft for air cargo operations, including the loading and unloading of cargo on the apron in and around each such Aircraft, and for paved or improved individual air cargo apron parking and staging area in the South Field, the applicable storage fees shall be as set forth in Section B.1.d. of Appendix C-1.

a. The fees provided for in this Subsection 5.02.090 A.5. shall not be available to an operator of Based Tenant Aircraft that has not signed and returned the Port's Space/Use Permit or similar agreement covering such Aircraft apron, and that does not sign and return such Space/Use Permit or similar agreement within sixty (60) days after its receipt of such Space/Use Permit or similar agreement.

b. The rates set forth in this Subsection 5.02.090 A.5. 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.

c. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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.

6. 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 the applicable storage fees shall be as set forth in Section B.1.e. of Appendix C-1.

a. The fee provided for in this Subsection 5.02.090 A.6. 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 sixty (60) days of its receipt of such Space/Use Permit.

b. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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. Outside Storage - North Field Operations

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 Subsections B.2, B.2.b, and B.3 of this Section, the rates shall be as set forth in Section B.2.a. of Appendix C-1. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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.

2. 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 Aircraft in the North Field the rates shall be as set forth in Section B.2.b. of Appendix C-1.

a. The fees provided for in this Subsection 5.02.090 B.2. 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 sixty (60) days after its receipt of such Space/Use Permit.

b. The rates provided for in this Subsection 5.02.090 B.2. 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.

c. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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.

3. 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 the rates shall be as set forth in Section B.2.c. of Appendix C-1.

a. The fee provided for in this Subsection 5.02.090 B.3. 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 sixty (60) days of its receipt of such Space/Use Permit.

b. Monthly storage charges shall be applicable on a calendar month basis. Storage activity commencing during a calendar month shall be charged for a complete month when there are ten (10) or more days remaining in such a calendar month. When there are nine (9) 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. T-Hangar Storage - North Field Operations

1. Monthly storage charges shall be applicable on a calendar month basis. Any person commencing storage during a calendar month shall be charged for a complete month when there are ten (ten) or more days remaining in such a calendar month. When there are nine (9) 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 set forth in Section B.3. of Appendix C-1.

D. Outside Storage - All Operations

1. No storage charges shall be assessed under this Section against aircraft operated by

the United States Government or any of its agencies or the State or any of its agencies, except in the event that an agreement between the Port and such agencies establishes such charges.

2. Section B.4. of Appendix C-1 sets forth the rates for outside Aircraft parking spaces in unpaved, unimproved areas; and disabled Aircraft parked on the apron and unable to resume normal operations.

E. Aircraft Storage

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 Two Hundred and Fifty Dollars (\$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.

F. Waiver for Signatory Airlines

For Signatory Airlines, the Aircraft storage fees set forth in Subsections 5.02.090 A.1.a., 5.02.090 A.4., 5.02.090 B.1., and 5.02.090 B.2. shall be waived, provided that such Signatory Airline is concurrently operating scheduled passenger or cargo service at the Airport, and the length of time the aircraft parking fee is waived is limited to seventy-two (72) hours.

Section 5.02.100 Space Rental Charges

A. Each Signatory Airline shall pay the applicable monthly rental rates per square foot set forth in Section C.1. of Appendix C-1 for its use (if any) of each of the following types of exclusive, preferential, or common use space it occupies in the Terminal Buildings in accordance with its Space/Use Permit:

1. Category I: Preferential Use Ticket Counter Space
2. Category II: Exclusive Office and Preferential Use Holdroom Space
3. Category III: Baggage Claim Space
4. Category IV: Baggage Make-up Space
5. Category V: Common Use Ticket Counter Space
6. Category VI: Common Use Office Space

7. Category VII: Common Use Baggage Make-up Space

Each Signatory Airline that uses an assigned Preferential Holdroom / Loading Bridge as defined in its Space/Use Permit shall pay a monthly charge set forth in Section C.2. of Appendix C-1.

B. Each Signatory Airline shall pay a share of the Baggage Claim Monthly Charge, as set forth in Section C.3. of Appendix C-1, for its use of Baggage Claim Space in each of the two (2) terminals, in accordance with its Space/Use Permit. Each Signatory Airline's share shall be 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. Excluded from the aforementioned calculation are deplaned passengers subject to the FIS Facility Fee. To the extent a Signatory Airline uses Baggage Claim Space located in a terminal different from the terminal where passengers deplaned, for purposes of calculating each Signatory Airline's proportional share of the Baggage Claim Monthly Charge, such deplaned passengers shall be included in the proportional share calculation of the terminal where such Signatory Airline used the Baggage Claim Space.

Any Non-Signatory Airline using Baggage Claim Space at either of the terminals shall pay a Baggage Claim Fee per deplaning passenger, as set forth in Section C.4. of Appendix C-1, regardless of the number of passengers who actually check bags.

C. 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 set forth in Section C.5. of Appendix C-1 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 set forth in Section C.6. of Appendix C-1.

D. 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 set forth in Section C.7. of Appendix C-1, 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.

E. Each Signatory Airline shall pay the monthly rental rate set forth in Section C.8. of Appendix C-1 for each Self-Service Kiosk it has placed in the terminal in accordance with its Space/Use Permit.

F. Each Airline Operator shall pay the FIS Facility Fee set forth in Section C.9. of Appendix C-1 for each Deplaning Passenger who is required to use the FIS Facility.

G. The terminal rental rates and fees set forth in this Section 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.

I. Airport Vehicle Parking Ramp Access Permits

The fees set forth in Section D.1. of Appendix C-1 shall be applicable for Port-issued vehicle permits at the Airport.

J. 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 Building M-367 said preferential assignee shall not be assessed an additional secondary use fee for such use.

For the purpose of this Subsection 5.02.100 J., 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 M-367) 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 purposes of this Subsection 5.02.100 J., 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 Subsection 5.02.100 J. 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.

K. The concession fees set forth in Section D.2. of Appendix C-1 shall be applicable 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 Chapter 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 Subsection 5.02.100 K. An Airport Tenant Construction Contractor that enters into an agreement with the Port shall pay an administrative fee set forth in Section D.2. of Appendix C-1.

H. The fees set forth in Section D.7. of Appendix C-1 shall be applicable for Security Identification Display Area badges issued by the Port and for fingerprinting/criminal history records checks.

#### Section 5.02.110 Telephone Usage Rates

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 the fees set forth in Section D.3. of Appendix C-1. Said system is designed to provide a service within and upon the Airport, but not to areas and locations outside the Airport.

#### Section 5.02.120 Mobile Food Caterer Rates

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 be in the amounts set forth in Section D.4. of Appendix

C-1.

Section 5.02.130 Aviation Fuel Rates

A. 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 (or its successor), 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 its successor), 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 Subsection 5.02.130 C.

B. 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.

C. The charge for self-deliveries of Aviation Fuel on the Airport and, for Fixed Base Operators, the charges for delivery of Aviation Fuel shall be those set forth in Section D.5. of Appendix C-1.

Section 5.02.140 Payment of Rates, Fees, and Charges

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 ten (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 thirty (30) days after the invoice date. Monthly space rentals and storage fees are payable in advance and are past due after the tenth day of the month, unless otherwise stated in the occupancy agreement.

Section 5.02.150 Written Reports

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 ten (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 thirty (30) calendar days from the invoice date and are subject to a delinquency charge equal to Fifty Dollars (\$50.00), 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 5.02.150 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 tenth day of the month in which the charges are incurred shall be subject to a delinquency charge of Fifty Dollars (\$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 5.02.160 Liens

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. 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 5.02.170 Indemnity

The making of any assignment of facilities under this Chapter, 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, the assignee or user will use defense counsel reasonably acceptable to the Port Attorney.

#### Section 5.02.180 Passenger Facility Charges

A. This Section establishes and imposes a PFC under the authority of the PFC

Legislation, the PFC Regulations, 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 PFC Legislation and/or the PFC Regulations.

B. There shall be imposed on each ticket issued on or after the charge effective date under the PFC Regulations for each passenger enplaned at the Airport a PFC in the amounts set forth in Section D.6. of Appendix C-1. Each carrier who is defined as a collecting carrier under the PFC Legislation and/or the PFC Regulations shall collect and handle the PFC, and shall remit the PFC to the Port, in accordance with the provisions of the PFC Legislation and the PFC Regulations. Notwithstanding the foregoing provisions of this Subsection 5.02.180 B.:

1. No passenger enplaned, or carrier, who is exempt respectively from paying or collecting a PFC under the PFC Legislation or the PFC 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 PFC Legislation and/or the PFC Regulations authorize collection, handling or remittance of a PFC by alternate provisions with the agreement of the public agency, the Executive Director or the Director shall be 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 PFC Regulations, or before such other date as may be specified in writing by the Port or the FAA in accordance with the PFC Legislation and/or the PFC Regulations.

D. A carrier who does not remit a PFC to the Port within the time required by the PFC Legislation and/or the PFC Regulations shall be subject to a delinquency charge of Twenty-Five Dollars (\$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 the PFC Regulations, including, without limitation, all Notices of the FAA thereunder.



**APPENDIX C-1**

**A. Landing Fees (Section 5.02.020)**

**1. Signatory Airline; Based Tenant, Engaged in Commercial Operations:**

- a. **Aircraft having a Maximum Gross Landing Weight of less than 12,500 pounds:** \$47.09 minimum landing charge
- b. **Aircraft having a Maximum Gross Landing Weight of 12,500 pounds or more:** \$3.77 per 1,000 pounds of Maximum Gross Landing Weight

**2. All Other Aircraft:**

- a. **Aircraft having a Maximum Gross Landing Weight of less than 12,500 pounds:** \$58.86 minimum landing charge
- b. **Aircraft having a Maximum Gross Landing Weight of 12,500 pounds or more:** \$4.71 per 1,000 pounds of Maximum Gross Landing Weight

**B. Aircraft Storage**

**1. Outside Storage – South Field Operations**

**a. Signatory Airlines / Based Tenant Aircraft in Commercial Passenger Operations (Section 5.02.090 A.1.)**

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

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.

**b. Non-Signatory Airlines / Non-Based Tenant Aircraft in Commercial Passenger Operations (Section 5.02.090 A.2.)**

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

**c. Signatory Airlines / Based Tenant Aircraft in Commercial Cargo Operations (Section 5.02.090 A.4.)**

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	\$5,508	\$369	\$182	\$733
A320-200	5,508	369	182	733
ANTONOV				
AN124	9,072	608	299	1,206
AN225	14,688	985	485	1,955
BOEING				
727-100	3,456	232	114	460
727-200	3,456	232	114	460
707-320	5,508	369	182	733
747-100/200	9,072	608	299	1,206
747-400	9,072	608	299	1,206
757-200	3,456	232	114	460
767-300	5,508	369	182	733
777-200	9,072	608	299	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	5,508	369	182	733
L382	3,456	232	114	460
DOUGLAS				

DC8-61F	5,508	369	182	733
DC8-62F	5,508	369	182	733
DC8-63F	5,508	369	182	733
DC8-70 SERIES	5,508	369	182	733
DC9-15F	1,620	109	53	215
DC9-33F	1,896	127	53	233
DC9-40F	1,896	127	53	233
DC9-51F	2,160	145	71	287
DC10-10	5,508	369	182	733
DC10-30	5,508	369	182	733
MITSUBISHI YS-11	1,404	94	46	186
OTHER AIRCRAFT	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.			

**d. Signatory Airlines / Based Tenant Aircraft in Commercial Cargo and Handling Operations (Section 5.02.090 A.5.)**

Aircraft Type	Monthly Rate	First 8 Hours or Fraction Thereof	Each Additional 8 Hours or Fraction Thereof	Maximum Total Daily Rate
All	\$10,734.46	\$1,073.45	\$461.58	\$1,996.61

**e. Non-Signatory Airlines / Non-Based Tenant Aircraft in Commercial Cargo Operations (Section 5.02.090 A.6.)**

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	\$6,885	\$461	\$228	\$917
A320-200	6,885	461	228	917
ANTONOV				
AN124	11,340	760	374	1,508
AN225	18,360	1,230	606	2,442
BOEING				
727-100	4,320	290	143	576
727-200	4,320	290	143	576
707-320	6,885	261	228	717
747-100/200	11,340	760	374	1,508
747-400	11,340	760	374	1,508
757-200	4,320	290	143	576
767-300	6,885	461	228	917
777-200	11,340	760	374	1,508
DE HAVILAND				
DHC-4/CARIBOU	1,350	90	45	180
FAIRCHILD				
F-27	1,350	90	45	180

ILYUSHIN Il-76	6,885	461	228	917
LOCKHEED L1011-500 L382	6,885 4,320	461 290	228 143	917 576
DOUGLAS DC8-61F DC8-62F DC8-63F DC8-70 SERIES DC9-15F DC9-33F DC9-40F DC9-51F DC10-10 DC10-30	6,885 6,885 6,885 6,885 2,025 2,370 2,370 2,700 6,885 6,885	461 461 461 461 136 159 159 181 461 461	228 228 228 228 66 66 66 89 228 228	917 917 917 917 268 291 291 359 917 917
MITSUBISHI YS-11	1,775	118	58	234
OTHER AIRCRAFT	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.			

## 2. Outside Storage – North Field Operations

### a. Signatory Airlines / Based Tenant Aircraft in Commercial Passenger Operations, including General Aviation Aircraft (Section 5.02.090 B.1.)

Tiedowns	Monthly Rate	First 8 hours or Fraction Thereof	Each Additional 8 Hours or Fraction Thereof	Maximum Total Daily Rate
40 feet or less	\$91.00	\$6.00	\$3.00	\$12.00
50 feet or less	111.00	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.

**b. Signatory Airlines / Based Tenant Aircraft in Commercial Cargo Operations (Section 5.02.090.B.2)**

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	\$4,029	\$270	\$133	\$536
A320-200	4,029	270	133	536
ANTONOV				
AN124	6,636	445	219	883
AN225	10,744	720	366	1452
BOEING				
727-100	2,528	169	83	335
727-200	2,528	169	83	335
707-320	4,029	270	133	536
747-100/200	6,636	445	219	883
747-400	6,636	445	219	883
757-200	2,528	169	83	335
767-300	4,029	270	133	536
777-200	6,638	445	219	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	4,029	270	133	536
L382	2,528	169	83	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
OTHER AIRCRAFT	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			

**c. Non-Signatory Airlines / Non-Based Tenant Aircraft in Commercial Cargo Operations (Section 5.02.090.B.3)**

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
BOEING				
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
DE HAVILAND				
DHC-4/CARIBOU	932	63	31	125
FAIRCHILD				
F-27	932	63	31	125
ILYUSHIN				
I1-76	4,754	319	157	633
LOCKHEED				
L1011-500	4,754	319	157	633
L382	2,983	199	98	395
DOUGLAS				
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
MITSUBISHI				
YS-11	1,294	86	42	170
OTHER AIRCRAFT	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. T-Hangar Storage – North Field Operations (Section 5.02.090.C.2)**

Hangar Area (Port-owned Hangars)	Monthly Rates
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Port-A-Port (760 square feet)	\$352.00
Port-A-Port (1,000 square feet)	425.00
T-Hangar (840 square feet)	360.00
T-Hangar (960 square feet)	411.00
T-Hangar (1,110 square feet)	477.00
T-Hangar (1,152 square feet)	495.00
T-Hangar (1,596 square feet)	682.00

Hangar Area Between Hangar 6 & 7, and South of Building L-606 (Port-owned Hangars)	Monthly Rates
T-Hangar (1,060 square feet)	\$554.00
T-Hangar (1,340 square feet)	697.00

Hangar Area (Privately owned Port-a-Port)	Monthly Rates
Ramp Space (780 square feet)	\$189.00
Ramp Space (1,060 square feet)	257.00
Ramp Space (1,340 square feet)	327.00
Ramp Space (2,050 square feet)	495.00

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.

**4. Outside Storage – All Operations (Section 5.02.090 D.)**

Outside Aircraft parking spaces in unpaved, unimproved areas	Rate equal to 75% of the applicable monthly rate for outside storage of Aircraft on paved or improved areas
Disabled Aircraft parked on the apron and unable to resume normal operations	Scheduled storage fees for a maximum of three (3) days after discharging cargo. After the third 24-hour period, the Director may elect to reduce said rates by 50%.

**C. Terminal Rates and Fees**

**1. Terminal Space Rental Rates (Section 5.02.100 A.)**

Category	Rate (per square foot per month)
Category I: Preferential Use Ticket Counter Space	\$28.655
Category II: Exclusive Office and Preferential Use Holdroom Space	\$25.789
Category III: Baggage Claim Space	\$22.924
Category IV: Baggage Make-Up Space	\$20.058

Category V: Common Use Ticket Counter Space	\$14.327
Category VI: Common Use Office Space	\$12.895
Category VII: Common Use Baggage Make-Up Space	\$10.029

**2. Preferential Holdroom / Loading Bridge Monthly Charge (Section 5.02.100 A.)**

\$68,722 per month per Preferential Holdroom / Loading Bridge
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**3. Baggage Claim Monthly Charges – Signatory Airline (Section 5.02.100 B.)**

Terminal 1 (Shared by all Terminal 1 Airlines, allocated by % deplaning passengers in Terminal 1)	\$469,619.00 per month
Terminal 2 (Shared by all Terminal 2 Airlines, allocated by % deplaning passengers in Terminal 2)	\$356,742.00 per month

**4. Baggage Claim Fee per Deplaned Passenger – Non-Signatory Airline (Section 5.02.100 B.)**

\$4.88 per deplaning passenger
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**5. Common Use Fee per Operation – Signatory Airline (Section 5.02.100 C.)**

\$661.00 per turn
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**6. Common Use Fee per Operation – Non-Signatory Airline (Section 5.02.100 C.)**

\$827.00 per turn
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**7. Secondary Use Fees per Operation (Section 5.02.100 D.)**

Aircraft with over 90 seats	\$500.00 per turn
Aircraft with 31 to 89 seats	\$250.00 per turn
Aircraft with 30 seats and fewer	\$125.00 per turn

**8. Airline Self-Service Kiosk (Section 5.02.100 E.)**

\$50.00 Per Unit Per Month
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**9. Federal Inspection Services (FIS) Facility Fee (Section 5.02.100 F.)**

\$12.00 per deplaning passenger
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**D. Space Rental Charges**

**1. Airport Vehicle Ramp Access Permits (Section 5.02.100 I.)**

Reserved Area Vehicle Parking Fee	\$5.00
Ramp Area Vehicle Access Fee	\$5.00

**2. Concession Fees (Section 5.02.100 K.)**

Airline Service Providers Concession Fee	10% of Gross Receipts (as defined in applicable agreement between Port and Airline Services Provider) subject to Minimum Monthly Fee set forth below:
Minimum Monthly Fee	
Operating at the South Field	\$250.00
In-Flight Catering Services Providers	\$500.00
Operating at the North Field	\$500.00
Airport Tenants Construction Contractor Administrative Fee	\$500.00 annually
Concession Office/Storage Space	\$5.015 per square foot per month

**3. Telephone Communication System (Section 5.02.110)**

Type	Fee (per telephone, per month)
Analog, without voicemail	\$22.00
Digital, without voicemail	\$25.00
Digital, with voicemail	\$30.00

**4. Mobile Food Caterers (Section 5.02.120)**

Not less than \$250 per month per vehicle nor more than \$500 per month per vehicle, unless otherwise approved by the Port.

**5. Aviation Fuel Deliveries (Section 5.02.130 C.)**

Fixed Base Operators (Non-Contract Accounts)	\$0.21 per gallon
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Fixed Base Operators (Contract Account)	\$0.085 per gallon
Self-Deliveries	\$0.15 per gallon

**6. Passenger Facility Charges (Section 5.02.180 B.)**

The maximum PFC authorized and approved by the FAA on each ticket issued on or after the charge effective date for each passenger enplaned at the Airport.

**7. SIDA Badges (Section 5.02.100 H.)**

New SIDA Badge and Renewal Fee	\$25.00
Fingerprinting / Criminal History Records Check	\$50.00