

FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY

2023 RATES AND CHARGES ORDINANCE

Ordinance No. – 22-03

2.01 Title.

This Ordinance may be cited as the Airport Rates and Charges Ordinance or as Chapter 2 of the Fort Wayne-Allen County Airport Authority Code of Ordinances. It replaces and supersedes Ordinance No. 21-04.

2.02 Authority.

This Ordinance is created pursuant to authority granted by Indiana Statute IC 8-22-3-11.

2.03 Purpose.

The provisions of this chapter are intended to acquire Airport revenues to support expenditures.

2.04 Definitions.

The following words and phrases, as used in this Ordinance, shall have the meanings indicated herein:

1. **“Aeronautical Activity”** means any activity conducted at the Airport that involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations.
2. **“Air Cargo Apron”** is the ramp adjacent to the Air Trade Center.
3. **“Aircraft”** means any contrivance invented, used, or designed for navigation of, or flight in, the air.
4. **“Aircraft Operator”** means any Person exercising control of an Aircraft.
5. **“Airport”** means Fort Wayne International Airport and Smith Field, together with all improvements and facilities of whatever nature located thereon.
6. **“Authority”** means the Fort Wayne-Allen County Airport Authority.
7. **“Baggage Delivery Company”** means any Person, as defined herein, engaged in the business of operating Motor Vehicles for the purpose of

transporting to and from the Airport lost or delayed baggage belonging to passengers using services of Commercial Air Carriers.

8. **“Board”** means the Fort Wayne-Allen County Airport Authority Board, owner and operator of the Airport.
9. **“Bus”** means any Motor Vehicle defined and licensed as a motor bus by the State of Indiana whose owner or lessee holds a certificate as a common motor carrier for the State of Indiana. Bus shall also include any Motor Vehicle licensed or certified as a bus or motor bus by any other state or by the Interstate Commerce Commission. Bus also includes any Motor Vehicle which, although not licensed as a common carrier, is available for charter.
10. **“Commercial Activity”** is that relating to an operation conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service), and/or profit, whether or not such objectives are accomplished.
11. **“Commercial Air Carrier”** means any Person who or which undertakes directly by hire, lease, or other arrangement to engage in the carriage by Aircraft of Persons or property for compensation. This definition includes, but is not limited to, the following: all classes of air carriers as defined by the FAA, commuter and air taxi operators, and operators of large and small aircraft for Commercial Activities.
12. **“Common Use Space”** means terminal building space occupied by a Commercial Air Carrier in common with all other carriers. This space includes, but is not limited to, the inbound baggage, baggage claim, security screening areas, and passenger hold areas.
13. **“Cost Recovery Rate”** means a schedule of rates and charges designed to recover from each user its proportionate share of the cost of providing, maintaining, operating, and administering the facilities it uses.
14. **“Courtesy Car”** means any Motor Vehicle operated by a hotel, motel, corporation, rental car company, or similar establishment for the transportation of its patrons or prospective patrons to and from the Airport.
15. **“Customer Facility Charge”** means a fee to be charged to the rental car companies' customers on a per-contract day basis, for the

purpose of recovering FWA's costs associated with the facilities used for rental car concessions.

16. **“Director”** means the Authority’s Executive Director of Airports or his or her designee.
17. **“FAA”** means the Federal Aviation Administration.
18. **“Fixed Base Operator”** (FBO) means an entity which maintains facilities at the Airport for the purposes of engaging in Commercial Activities at the Airport. This definition includes, but is not limited to, the following: into-plane fueling services, flight training, aircraft rental, aircraft sales, aircraft charter or air taxi, airframe and power plant repair, aircraft line services and certain specialized activities; and being authorized to conduct such a business through licensing by the Board. Only the Authority or an FBO may provide aviation fuel services at the Airport.
19. **“FWA”** means the Fort Wayne International Airport.
20. **“Fueling Agent”** means any entity, including its employees and agents, authorized by the Director to dispense aviation or motor vehicle fuels at the Airport.
21. **“Limousine”** is any Motor Vehicle licensed as such by the State of Indiana and excludes privately owned vehicles commonly referred to as limousines which shall adhere to the same regulations as Motor Vehicles owned by members of the general public.
22. **“Motor Vehicle”** means a Vehicle which is self-propelled. This definition includes, but is not limited to, the following: automobiles, trucks, busses, limousines, semi-tractors, bicycles, motorcycles, and mopeds.
23. **“Non-Signatory Commercial Air Carrier”** means a Commercial Air Carrier which has not signed a current lease or operating agreement with the Authority.
24. **“Non-Signatory Rental Car Company”** means any Person engaged in the business of renting Motor Vehicles to and for use by the public, who does not have a contractual relationship with the Authority.
25. **“Person”** means an individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof.

26. **“Rental Car”** means any Motor Vehicle held out for hire to the general public.
27. **“Ride-Booking Services”** are provided via companies commonly called transportation network companies (TNC’s) that provide transportation services for compensation using an online-enabled application or platform to connect passengers with drivers using their personal Vehicles.
28. **“Signatory Commercial Air Carrier”** means a Commercial Air Carrier which has signed a current lease or operating agreement with the Authority.
29. **“SMD”** means Smith Field Airport.
30. **“Taxicab”** is any Vehicle licensed as such by the City of Fort Wayne or any other municipality.
31. **“Tenant”** means a Person who or which occupies or rents property on the Airport, or who conducts business operations of any kind upon the Airport, regardless of whether there exists a written agreement with the Authority.
32. **“Terminal Building Base Rate”** means the per square foot rental charge for any designated space in the terminal building and is intended to be approximately equal to the Cost Recovery Rate for the terminal building. The base rate is applied to terminal building space, including exclusively used space and common use space, according to the formulas set forth in this Ordinance.
33. **“Transitional Landing”** means any landing made at the Airport to acquaint pilots with Aircraft or with the Airport’s landing facilities.
34. **“TSA”** means the Transportation Security Administration of the U.S. Department of Homeland Security.
35. **“Vehicle”** means every device on, in or by which any Person or property is or may be transported or drawn upon any roadway, paved or unpaved.

2.05 Administration and Policy Oversight.

1. Administration of the terms of this Ordinance shall be by the Director and staff of the Authority.
2. Policy making aspects of this Ordinance shall be performed by the Director with ultimate authority residing in the Board.

2.06 Enforcement.

The Director shall enforce the provisions of this Ordinance and may call upon Airport Public Safety for such assistance as the Director may from time to time require.

2.07 Policy.

It is hereby declared to be the policy of the Authority to establish Cost Recovery Rates and make amendments thereto at periodic intervals, with the goal of the Airport becoming a self-sufficient entity. The Authority has negotiated rates and fees with certain Commercial Air Carriers and Persons and in addition, has developed a schedule of rates and charges, as hereinafter set forth, which shall be applicable to Non-Signatory Commercial Air Carriers and Persons subject to periodic adjustments. In addition, the Authority has included in the attached Appendix a schedule of other fees which are applicable to all Airport users.

[Sections 2.08 through 2.10, inclusive, reserved for future use.]

2.11 Landing Fees.

During Calendar Year 2023, each Non-Signatory Commercial Air Carrier shall pay as Airport landing fees, Three Dollars and Seventy Cents (\$3.70) per 1,000 pounds of certified maximum gross landed weight of each Aircraft. Signatory Commercial Air Carriers shall pay Two Dollars and Ninety-Six Cents (\$2.96) per 1,000 pounds of certified maximum gross landed weight of each Aircraft pursuant to the terms of their contract with the Airport. Such fees shall also apply to Transitional Landings.

1. In tabulating weights, the weights of each Aircraft shall not be less than the certified maximum gross landed weight as computed by the manufacturer and the FAA.
2. As a condition precedent to the right of any Commercial Air Carrier to use the Airport, the Commercial Air Carrier shall comply with all rules and regulations promulgated by the Director and all Ordinances of the Authority. Each such Commercial Air Carrier shall be deemed to have

consented to allowing the Director access to the Commercial Air Carrier's books, at all reasonable times, in person or by agent, to audit the records of the Commercial Air Carrier for purposes of validating information required to be reported by the Commercial Air Carrier to the Airport under this Ordinance.

3. As a condition precedent to the right to use and occupy the Airport, each Non-Signatory Commercial Air Carrier shall furnish to the Director on or before the tenth (10th) day of the following month a report, duly certified as true and correct by the Person delegated by the Non-Signatory Commercial Air Carrier as its office representative having custody of its records, containing the number of its flights which have landed at the Airport during the preceding month, together with the manufacturer, type and official landed weight of each of its Aircraft landing at the Airport; the volume of cargo, mail and express packages carried; and the number of passengers on its flights during said month. The Director shall have the right to prescribe and furnish forms for the making of all reports required to be made by this subsection.
4. Within ten (10) days of receipt of the report specified in Subsection (3) hereof or as soon thereafter as practicable, the Director shall send a billing statement to each Non-Signatory Commercial Air Carrier making a report. Payment by the Non-Signatory Commercial Air Carrier shall be due upon receipt of invoice.
5. The rates in Subsection 2.11 for Non-Signatory Commercial Air Carriers shall not apply to the operations of Aircraft owned by Airport-based Fixed Base Operators, nor shall the same apply to Aircraft not operated for hire.

2.12 Fuel Flowage Fees.

1. During Calendar Year 2023 in lieu of a general aviation landing fee, Fort Wayne International Airport's Fixed Base Operator(s) shall pay an Airport usage fee in the sum of Eight Cents (\$0.08) for each gallon of aviation fuel (jet and avgas) delivered each year to the Fixed Base Operator, exclusive of fuel delivered for the use by Commercial Air Carriers paying fees under Subsections 2.11.
2. During Calendar Year 2023, in lieu of a general aviation landing fee, Smith Field Fixed Base Operator(s) shall pay an Airport usage fee in the sum of Eight Cents (\$0.08) for each gallon of aviation fuel (jet and avgas) delivered each year to the Fixed Base Operator(s).
3. The Airport usage fee for each gallon of aviation fuel delivered shall be due the tenth (10th) of the month following each month's delivery. For

the purpose of calculating Airport usage fees, private Fueling Agents will submit, on forms provided by the Authority, monthly reports showing deliveries of all aviation related fuels. Private Fueling Agents shall keep accurate records of deliveries to the Airport, available for audit by the Director at any time during normal business hours.

2.13 Terminal Building Space Rental

1. During Calendar Year 2023, the cost recovery terminal building base rental rate for Signatory Air Carriers shall be Thirty Dollars and Forty Cents (\$30.40) per square foot per annum payable in advance, in equal monthly installments.
2. Each Non-Signatory Commercial Air Carrier shall pay a rental rate of Thirty-Eight Dollars (\$38.00) per square foot in advance, for space used exclusively by it, and its portion of the Common Use Space as described below.
3. In addition to payment for space used exclusively by it, all Commercial Air Carriers shall pay, in monthly installments, its pro rata share of the rental of Common Use Space according to the formula hereinafter set forth. Common Use Space calculation shall be based upon the number of enplaned passengers by each Commercial Air Carrier divided by the total number of enplanements by all Commercial Air Carriers during that same accounting period. That number is then multiplied by the total rents and fees for the Common Use Space.
4. During Calendar Year 2023, each Non-Signatory Commercial Air Carrier shall pay a fee of Forty-Four Cents (\$0.44) per 1,000 pounds of certified maximum gross landed weight of each Aircraft for the use of the airline terminal apron.
5. During Calendar Year 2023, each Signatory Commercial Air Carrier shall pay a fee of Thirty-Five Cents (\$0.35) per 1,000 pounds of certified maximum gross landed weight of each Aircraft for the use of the airline terminal apron.

2.14 Disabled Aircraft Overnight Parking Fee.

The following Aircraft Parking fees shall apply to any Commercial Air Carrier or any person who parks a disabled aircraft overnight on any aircraft parking ramp at the Airport:

1. Fifty Dollars (\$50) per day or portion thereof for any aircraft weighing less than twenty thousand (20,000) pounds.

2. One Hundred Dollars (\$100) per day or portion thereof for any aircraft weighing less than fifty thousand pounds, but equal to or greater than twenty thousand (20,000) pounds.
3. Two Hundred Dollars (\$200) per day or portion thereof for any aircraft weighing fifty thousand (50,000) pounds or more.

Notwithstanding the foregoing, the Aircraft Parking Fee does not apply to the Airport's FBO(s), its (their) subtenant(s) or the Authority's other direct tenants who have a short-term need to park aircraft outside of their lease areas, provided that such use is coordinated in advance with the Authority.

2.15 Commercial Ground Transportation.

The following rates and fees shall apply to operation of commercial ground transportation at the Airport from pre-designated locations:

1. Bus owners and operators shall enter into a lease or other agreement with the Board and shall pay fees at the rate of Twenty-Five Cents (\$0.25) per passenger transported to or from the Airport. Bus owners and operators shall pay such fees in one lump sum not later than the fifteenth (15th) day of the succeeding month. Bus owners and operators shall keep accurate records of their activities at the Airport, which records shall be subject to audit by the Director at any time during normal business hours.
2. Bus owners and operators that do not enter into a lease or other agreement with the Authority, but desire to pick-up passengers from the Airport on an occasional and limited basis, shall pay a fee of Sixty Dollars (\$60.00) per day, per Vehicle, for a daily ground transportation permit. Such permit will be obtained in advance and Operator will provide proper license and insurance for its type of ground transportation service prior to being issued a permit.
3. Operators of Taxicabs, Ride-Booking Services Vehicles, Limousines, and off-Airport Vehicle parking services shall enter into a lease or other agreement with the Board. Such operators shall pay an annual permit fee each January of Two Hundred Dollars (\$200.00) in addition to \$2.00 per pick-up. Agreements entered into after January in any given year, shall have the annual permit fee prorated for the remaining months of that year.
4. Operators of Courtesy Shuttle and Baggage Delivery Companies shall enter into a lease or other agreement with the Board and shall pay a yearly fee each January of Four Hundred Dollars (\$420.00).

Agreements entered into after January in any given year, shall be prorated for the remaining months of that year.

5. Operators of Taxicabs, Ride-Booking Services Vehicles, Limousines, Courtesy Shuttles, and off-Airport Vehicle parking services that do not enter into a lease or other agreement with the Authority, but desire to pick-up passengers from the Airport on an occasional and limited basis, shall pay a fee of Twenty-Five Dollars (\$25.00) per day, per Vehicle, for a daily ground transportation permit. Such permit will be obtained in advance and Operator will provide proper license and insurance for its type of ground transportation service prior to being issued a permit.

2.16 Air Cargo Apron Fees.

In addition to their building rent and other fees, tenants occupying Air Cargo Apron space for aircraft parking shall pay Air Cargo Apron fees of per square foot per annum payable in advance, in equal monthly installments.

2.17 Other Fees.

In addition to the fees described above, the Authority has established other fees which are applicable to all Airport users and which are contained in the Appendix to this Ordinance. These fees are effective January 1, 2023, and replaces and supersedes those of Ordinance No. 21-04.

[Sections 2.18 through 2.20, inclusive, reserved for future use.]

2.21 Prohibited Activities.

It shall be unlawful and a violation of this Ordinance for any Person:

1. To operate an Aircraft or a Commercial Air Carrier unless adequate assurance is provided to the Director that the fees prescribed in Subsections 2.11; 2.12 (1) and (2); 2.13 (1), (2), (3), (4) and (5); and 2.14 (1), (2) and (3) of the Ordinance have been or will be paid; and

2.22 Delinquent Payments.

Any fee, charge, rate, rental, or other payment, whether due under written agreement, the provisions of this Ordinance or otherwise, shall be paid as of the established due date. Any portion of such fee, charge, rate, rental, or other payment which remains unpaid after the established due date shall bear interest at the rate of one and one-half percent (1-1/2%) per calendar month or fraction thereof during which the payment remains unpaid.

[Sections 2.23 through 2.30, inclusive, are reserved for future use.]

2.31 Penalties.

Persons violating this Ordinance shall pay fines according to the following schedule:

<u>Violation of Section</u>	<u>Fine/Penalty</u>
2.21 (1)	\$100.00

Note: Each occurrence or day that an offense occurs or continues shall be considered a separate offense.

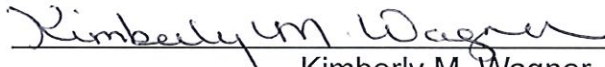
2.32 Action Taken at Open Meetings.

It is hereby found and determined that all formal actions of this Authority concerning and relating to the adoption of this Ordinance were adopted in open meetings of this Authority and any of its committees, which meetings were held in compliance with all legal requirements including Indiana Code, Title 8, Article 22, Chapter 3, Section 10.

2.33 Effective Date.

This Ordinance shall be effective on January 1, 2023.

Introduced the 17th day of October 2022.



Kimberly M. Wagner, Member

Adopted this 14th day of November 2022.

**MEMBERS OF THE BOARD OF THE
AIRPORT AUTHORITY**



Richard B. Sturges, Jr., President



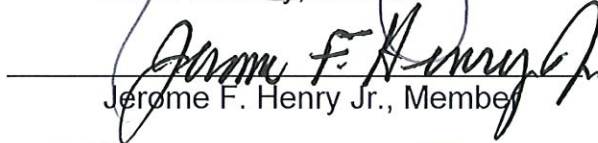
Gregg C. Sengstack, Vice President




Timothy J. Haffner, Secretary



Réna Bradley, Member



Jerome F. Henry Jr., Member



Kimberly M. Wagner, Member

Approved as to Form & Legality this 14th day of November 2022



Michael T. Deam, Attorney
Fort Wayne-Allen County Airport Authority

**2023 RATES AND CHARGES ORDINANCE APPENDIX
SCHEDULE OF OTHER FEES**

Terminal Business Center Rentals (plus the then applicable Indiana State sales tax – 7%)	
Hourly rate for non-Tenants	\$35.00
Hourly rate for Tenants	25.00
Projector rental (hourly rate/item)	5.00
 Terminal Fees	
Boarding security (LEO) (per hour)	35.16
 Terminal Building Space Rental	
Non-Signatory Commercial Air Carrier Rate (per square foot per year)	38.00
Signatory Commercial Air Carrier Rate (per square foot per year)	30.40
 Landing Fees	
Non-Signatory Commercial Air Carrier Rate (per 1,000 lbs.)	3.70
Signatory Commercial Air Carrier Rate (per 1,000 lbs.)	2.96
 Terminal Apron Fees	
Non-Signatory Commercial Air Carrier Rate (per 1,000 lbs.)	.44
Signatory Commercial Air Carrier Rate (per 1,000 lbs.)	.35
 Disabled Aircraft Overnight Parking Fees (per day or any portion thereof)	
Aircraft < 20,000 pounds	50.00
Aircraft ≥ 20,000 pounds and < 50,000 pounds	100.00
Aircraft ≥ 50,000 pounds	200.00
 Air Cargo Apron Fees	
Rate per square foot per annum	.30
 International Processing Fee	 75.00

Fuel Flowage Fee per US gallon delivered .08

Customer Facility Charge

Fee per each rental car contract day (days 1- 10 only) 2.50

Rental Fees for Promotions, Movies, etc. (plus Indiana State Sales Tax – 7%)

Areas beyond TSA checkpoint (hourly rate)** 350.00

Areas before TSA checkpoint (hourly rate)** 250.00

** no charge for non-profit organizations

Escort for special events (per hour per escort) 75.00

Security Fees

Badges:

SIDA, Sterile, Non-SIDA, and construction (any media) 75.00

Recurrent CHRC fees (TSA required) 30.00

Federal Agency fees 27.00

Replacement for damaged badge (above normal wear and tear) 15.00

*Lost Badge fees***

First time lost 75.00

Second time lost 100.00

Third time lost 150.00

Fourth time lost badge will not be replaced

** 50% of fee will be refunded if badge is returned within fifteen (15) calendar days

Lost or Replacement Key Fees

Best Security Key and all other keys (per key) 9.00

Best Security Core per core 48.50

Parking Fees

Employees will have to pay annually in January

Employee lot access per year 40.00

If employee starts after June 30th 30.00

Replacement of lot access media if lost 30.00

Public Parking Fees

Short Term Lot

0-30 minutes	Free
31-60 minutes	2.00
Each additional hour or fraction thereof	2.00
24 hour maximum	14.00

Long Term Lot

0-30 minutes	Free
Per hour or fraction thereof	2.00
24 hour maximum	9.00

Economy Lot

0-30 minutes	Free
Per hour or fraction thereof	2.00
Flat daily rate	8.00
Weekly maximum rate	44.00

Valet

0-60 minutes	5.00
24 hour maximum	16.00
Towing for Illegally Parked Vehicles	100.00

Lost Ticket Fee

Lost Ticket Fee	25.00
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This fee is charged in addition to the hourly/weekly parking rates indicated below:

Short Term-per hour or fraction thereof	14.00
Long Term-per hour or fraction thereof	9.00
Economy-per hour or fraction thereof	8.00
Weekly maximum rate	44.00

Commercial Ground Transportation Fees

Taxicabs/Ride-Booking Services Vehicles/Limousines/ Off-airport Vehicle Parking Services Vehicles (per year with Agreement –issued each January)**	200.00
Taxicabs/Ride-Booking Services Vehicles/Limousines/Off-airport Vehicle Parking Services Vehicles (per pick up)	2.00

One day permit for Taxicabs/Ride-Booking Services Vehicles/Limousines/Off-airport Vehicle Parking Services Vehicles / Courtesy Shuttle (per vehicle)	25.00
Courtesy Shuttle and Delivery service (per company per year with Agreement-issued each January)**	420.00
Bus: per passenger to or from airport with Agreement	.25
One day permit for bus	60.00

** after January, rates are prorated per the number of months remaining in that calendar year

Miscellaneous Fees:

Facsimile (fax) equipment transmission fees	
Fax sent – cover page	n/c
Fax sent - first page	5.00
Fax sent – succeeding pages (per page)	3.00
Fax received – per page	1.00
Copy equipment fee (per page)	.20
Maintenance labor for Tenants (per hour; 2 hour minimum charge)	60.00
Maintenance labor for Tenants – after hours/OT (per hour; 2-hour minimum charge)	90.00
Equipment and materials used re above	actual cost
Administration fee per invoice processed (labor, equipment & materials)	15% of actual cost or minimum of \$26.00

Non-sufficient Funds (NFS) fee for returned / declined checks, EFTs and credit card charges	35.00
Mobile Runway closure X's monthly rental fees	1,500.00
Mobile Runway closure X's partial monthly rate per day	50.00
Low profile barricade rental rate each per day	2.50
Public Safety Incident report fee	5.00

Smith Field Airport Fees:

Facsimile (fax) equipment transmission fees	
Fax sent – cover page	n/c
Fax sent – first page	5.00
Fax sent – succeeding pages (per page)	3.00
Fax received – per page	1.00
Copy equipment fee (per page)	.20
After hours call-out fee (per hour)	75.00
Maintenance labor for Tenants (per hour; 2 hour minimum charge)	60.00
Maintenance labor for Tenants-after hours/OT (per hour; 2 hour minimum charge)	90.00
Equipment and materials used re above	Actual cost
Administration fee per invoice processed (labor, equipment & materials)	15% of actual cost or minimum of \$26.00
Non-sufficient Funds (NFS) fee for returned / declined checks, EFTs and credit card charges	35.00

Fuel Flowage Fee: per US gallon delivered	.08
Rental Fees per Facility for Promotions, Movies, etc. (plus Indiana State Sales Tax 7%) – hourly rate **	250.00
** no charge for non-profit organizations	
Terminal common area/conference room rental (per hour)**	50.00
**No charge for tenants if for aviation use	
Escort for special events (per hour per escort)	75.00
Commercial Activities not under a written agreement to include but not limited to: banner towing, flight instruction, aircraft washing, etc. (per day)	25.00
Aircraft tie down fee per day**	10.00
** waived with fuel purchase	
Transient hangar space – per night	25.00
Facility cleaning fee – per occurrence	25.00
Lost or Replacement Key Fees	
Best Security Key per key	9.00
Best Security Core per core	48.50
Public Safety Incident report fee	5.00

Note: all hourly rates at both airports are per hour and any portion thereof