

**CITY OF CORTEZ
RESOLUTION NO. 29, SERIES 2023**

**A RESOLUTION ADOPTING THE 2024 FEES AND CHARGES
FOR THE CORTEZ MUNICIPAL AIRPORT**

WHEREAS, the City of Cortez Municipal Code establishes rules and regulations for operations for the City, and the Code requires that various fees and charges for City services be set forth in a fee schedule to be adopted by resolution; and,

WHEREAS, the City Council wishes to adopt the “2024 Fees and Charges for the Cortez Municipal Airport” attached hereto as the official fee schedule for the operations of the City of Cortez Municipal Airport; and,

WHEREAS, all resolutions adopting fees for the City of Cortez Municipal Airport shall be superseded by Resolution No. 29, Series 2023, which shall become effective January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORTEZ, COLORADO THAT:

Section 1. Fee Schedule. The City of Cortez City Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings. The City Council hereby approves the Fees and Charges for the Cortez Municipal Airport.

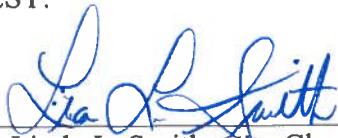
Section 2. Severability. If any part or provision of this Resolution is judged to be unenforceable or invalid, such judgement shall not affect, impair or invalidate the remaining provisions of this Resolution, it being Council’s intention that the various provisions hereof are severable.

Section 3. Conflicting Acts. All acts, orders and resolutions, or parts thereof, of the Council, which are inconsistent or in conflict with the Resolution, are hereby repealed to the extent only of such inconsistency or conflict. All fees shall become effective on January 1, 2024.

MOVED, SECONDED, AND ADOPTED THIS 14th DAY OF NOVEMBER, 2023.


Rachel B. Medina, Mayor

ATTEST:



Linda L. Smith, City Clerk



Cortez Municipal Airport

Schedule of Fees and Charges

City of Cortez, Colorado

14 November 2023

Initiated: 14 November 2023

Revised:

Effective:

1. GENERAL REQUIREMENTS

The following fees and charges shall apply to all users of the Cortez Municipal Airport, henceforth referred to as "CEZ," unless otherwise specified in a written agreement between CEZ and an Operator, Fixed Based Operator, Vendor, or any other person or entity affected by fees and charges assessed by CEZ (collectively referred to as "Airport Users" and individually as "Airport User").

1.1 Payment of Fees and Charges. Unless otherwise specified in a separate agreement or implementation of point-of-sale systems, all payments to CEZ shall be made to: Cortez Municipal Airport, City of Cortez, 123 Roger Smith Ave., Cortez, CO 81321.

1.2 Amendment of Fees and Charges. All fees and charges shall be reviewed prior to 1 December of each year. Adjustments will be made by the City according to the published Consumer Price Index for the Denver-Aurora-Lakewood, Colorado area ("CPI"), or its equivalent, should the CPI no longer be published by the Federal government in its present form, in future years. Should the CPI be negative in any year or years, the respective rate will remain unchanged for the next annual period.

1.3 Remedies for Failure to Pay Fees and Charges. If an Airport User fails to timely pay fees and charges owed to CEZ, or timely perform any obligation under the City's fee resolution, the following remedies may be exercised in any order or combination, in the sole discretion of CEZ: (a) obtain specific performance; (b) recover all damages incurred by CEZ, including incidental damages and attorney's fees; (c) utilize security deposit charges provided by the Airport User to remedy the violation and to reimburse CEZ for any damages, including attorney's fees and other expenses of collection that CEZ has sustained; (d) terminate the lease, agreement or license on the non-compliant Airport User, and if terminated, the Airport User involved shall continue to be liable for the performance of all terms and conditions, with the payment of all fees owed, prior to effective date of said termination, in addition to all damages, including attorney's fees and expenses of collection that are incurred by CEZ; (f) utilize any other remedy pursuant to legal and equitable means as a result of said violations. Except in the event that the lease, agreement or licenses of a non-compliant Airport User is terminated, the non-compliant Airport User shall not be permitted to resume operations at CEZ or use CEZ facilities until CEZ notifies the non-compliant Airport User that its obligations to CEZ have been satisfied.

1.4 Interest. Any fees and charges owed to CEZ that are not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month from the original due date until payment is received. Any partial payments received shall be applied first to accrued interest, then to principal.

1.5 Airport damage. Airport Users operating at CEZ (including airside operations and public parking areas at CEZ) shall be liable for any damage to CEZ caused by the Airport User involved, or its members, officers, partners, contactors, subcontractors, employees, agents, representatives, customers, guests, or parties acting under its direction or control (ordinary wear and tear excepted).

1.6 Jurisdiction and Venue. Exclusive jurisdiction and venue for any litigation or other legal action to enforce or interpret the provisions of the City's fee resolution shall be in the

Colorado State District Court located in Montezuma County, Colorado, and all Airport Users consent to the jurisdiction of such court.

1.7 Prevailing Terms. Should there be any inconsistency between the terms of this Fee Schedule and any other agreement, lease or license entered into between CEZ and an Airport User, the terms of the written agreement shall prevail.

1.8 Other fees and charges. CEZ may issue fees and charges that are not listed in this Fee Schedule for any class of Airport User, including without limitation, any tenant, concessionaire or operator, for any activity, so long as the fee or charge is imposed via written agreement, license, lease, or otherwise.

2. AIRSIDE AND TERMINAL FACILITIES

2.1 Hangar and T-Hangar Rent Fees. Rent fees are established and paid monthly or annually upon negotiation between CEZ and the tenant. Penalties, late fees, or other fees and charges associated with the Hangar and T-Hangar rent are determined by the written rental agreement.

2.2 Terminal Facilities Fees. CEZ's Airport Terminal facilities include office spaces for TSA operations as well as airline staff, including a shared breakroom. Limited counter space is available for tenant airline and car rental operations. The current rates for space are as follows:

Exclusive-use space

Customer Service Counter.....	\$26.60 per sq. ft./year
Office Space*.....	\$26.60 per sq. ft./year
Joint-use airline and TSA breakroom space.....	\$26.60 per sq. ft./year

**GSA On-Airport Lease (TSA offices) is negotiated in 5-year Agreements*

2.3 Customer Facility Charge. A customer facility charge will apply to customer transactions in relation to concession agreements in the airport terminal.

Customer facility charge.....	\$4.00
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2.4 Airport Staff Labor Rate. In the event airport staff are requested for assistance to an Airport User not associated with normal CEZ job duties and responsibilities, externally billable staff time shall be incurred at:

Hourly labor fee.....	\$70/hr. (1-hour minimum)
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2.5 Airport Conference Room Fee. The airport classroom/conference room is available for airport users to conduct meetings, trainings and briefs upon request and coordination with airport staff (airport tenant operators and non-profit excepted).

Conference room fee- 4 hour minimum.....	\$50.00
8 hours.....	\$100.00

2.6 Flight Simulator Usage and Fees. The flight simulator is available to authorized operators for the purpose of introduction flights, flight lessons, pilot currency, and educational institution uses including Experimental Aircraft Association and Civil Air Patrol sponsored activities.

1 hour minimum.....	\$50.00/hour
2-10 hour blocks	\$40.00/hour
11+ hour blocks	\$35.00/hour

Experimental Aircraft Association (EAA), Civil Air Patrol (CAP), and College or High School STEM/STEAM programs will be discounted to incentivize educational initiatives conducted by these organizations. A separate Letter of Authorization or Memorandum of Understanding may be requested by CEZ.

1 hour minimum.....	\$30.00/hour
2-10 hour blocks.....	\$20.00/hour
11+ hour blocks.....	\$15.00/hour

Advanced Aviation Training Devices hours can be used toward Private Pilot, Instrument Rating-Airplane, and Commercial Rating- Airplane. The following hours are allowed per Federal Aviation Regulations, Part 61*:

Private Pilot- 2.5 hours

Instrument Rating: 20 hours. Instrument Rating currency requirements are permitted on AATDs (not including an IPC- Instrument Proficiency Check)

Commercial Rating: 50 hours

**Other allowances apply to airline transport pilots, subject to Federal Aviation Regulations.*

3. AIRCRAFT OPERATOR FEES AND CHARGES

3.1 Landing Fees. Aircraft landing fees are charged to all non-based aircraft, scheduled and unscheduled flights originating from another airport, signatory and non-signatory airlines, and diverted aircraft due to weather, mechanical, or other reasons. Aircraft landing fees shall not apply to *declared emergencies* or aircraft originating at CEZ and forced to return due to weather, mechanical, or other precautionary reasons.

Aircraft above 4,000 pounds maximum gross landing weight (MGLW) are charged at the following rates:

Fee per 1,000 pounds GLW from 4,000 lbs. to 9,000 lbs.....	\$2.50
9,001 lbs. to 12,500 lbs.....	\$3.00
12,501 lbs. to 20,000 lbs.....	\$3.50
20,001 lbs. to 35,000 lbs.....	\$4.00
35,001 lbs. and above.....	\$4.50

Military and Federally owned aircraft are generally exempt from landing fee charges as outlined in the FAA Grant Assurance 27 of the Airport Compliance Handbook. Non-federally owned or operated firefighting aircraft shall not be exempt from landing fee charges.

3.2 Fuel Flow Fee. Fuel flow fees are charged per gallon of 100LL and Jet-A. This applies to full-serve fuel from the Fixed Based Operator fuel trucks and “through-the-fence” fueling operations. Aircraft operators providing their own fuel apparatus shall report fuel gallonage to the FBO and pay the appropriate fee:

Flowage fee per gallon.....	\$0.13/gal.
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3.3 Ramp and Tie Down Fees. The current Fixed-Based Operator, Cortez Flying Service, manages the fees and collection of ramp and tie downs as part of their commercial operations set forth in the Commercial Minimum Standards. This element includes limited hangar aircraft parking overnight and on-call services.

3.4 Deice Services and Fees. The current Fixed-Based Operator, Cortez Flying Service, manages the fees and collection of deice and anti-ice services.

3.5 Gate Access and Keycard Issuance Fees. The automated vehicle access gate at the FBO is utilized by tenant operators, emergency services, air ambulance crew, contractors, and general ground transportation crew. For keycard management and distribution, the following fees shall apply:

Initial keycard issuance..... \$15.00
Replacement keycard (lost or stolen)..... \$30.00

3.6 Skeleton Key Issuance Fees

Initial issue..... \$10.00
Replacement (lost or stolen) \$50.00
If key cores are to be replaced..... cost to replace

4. LANDSIDE OPERATIONS FEES AND CHARGES

4.1 Public Parking Fees. *TBD.*

4.2 Communication Site Fee.

Surface use for communications equipment..... \$26.60 per sq. ft./year