



Roll Call Number

Agenda Item Number

38A

Date May 19, 2008

WHEREAS, the ordinance establishing the Des Moines International Airport gives the Airport Board the power to establish and enforce regulations for the control, operation, supervision and maintenance and security of the Airport and further gives the Board the power to establish rates and charges for use of the airport, airport facilities, or airport services; and

WHEREAS, the Airport Board is required by section 22-51(a)(3) of the Municipal Code to notify the City Council of the proposed effective date of the regulation and provide a copy thereof to the City Council for its review; and

WHEREAS, the Airport Board intends to enact a regulation that is scheduled to take effect on July 1, 2008, relating to rates and charges at the Des Moines International Airport; and

WHEREAS, the Airport Board intends to enact the attached proposed regulation pursuant to section 22-51 of the Municipal Code; and

WHEREAS, on April 1, 2008, through Resolution A08-064, the Airport Board approved the first reading of the proposed regulation No. 08-55 amending sections 2-1(a), (b), (e), (f) and (g), 2-2(b) through (j), 2-5(a) and (c) through (h), 2-6(a) and (b), 2-7(a), (b), (e) and (f), 2.11 and 2-19 relating to rates and charges at the Des Moines International Airport; and

WHEREAS, a public hearing was held on May 6, 2008, at 8:00 a.m. in the Cloud Room of the Des Moines International Airport and after the hearing the Airport Board approved, through Resolution A08-092, the second reading of the proposed regulation; and

WHEREAS, the City Council, if upon review of the proposed regulation, determines that such regulation is inconsistent with the provisions of the Municipal Code, or is inconsistent with any applicable state or federal law or regulation, or is otherwise objectionable, the City Council may so declare by resolution, and in that event the proposed regulation will not be published and shall not take effect;

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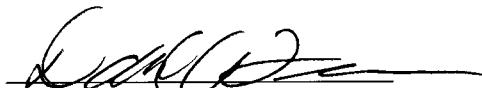
Date May 19, 2008

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES MOINES, IOWA:

That the attached communication from the Chairperson of the Des Moines International Airport Board and copy of the proposed Airport Board Regulation No. 08-55 duly notifying the Council of the proposed effective date for the regulation of July 1, 2008, is hereby received and filed.

Moved by _____ to adopt.

FORM APPROVED:


David A. Ferree
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
VLASSIS				
MEYER				
TOTAL				
MOTION CARRIED			APPROVED	

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk

Date _____

Agenda Item 3A

Roll Call # _____

May 6, 2008

The Honorable Mayor and Members of City Council
400 Robert D. Ray Dr
Des Moines, IA 50309

RE: Proposed Airport Regulation No. 08-55, Rate Changes

Dear Mayor and Members of the City Council:

The City Council created the Airport Board under Chapter 392 of the Iowa Code for the purpose of governing the operation of the Des Moines International Airport. The Council further delegated the Board the power to establish rates and charges for use of the Airport consistent with its responsibility to maintain a positive cash balance in the Airport Enterprise Fund at all times.

At its meeting of April 1, 2008, the Airport Board approved the first reading of a resolution that would adjust several of the Airport's rates and charges. At its meeting of May 6, 2008, the Board conducted a public hearing on the resolution and, after receiving no comments, approved the second reading. The changes being contemplated are as follows:

Airport Terminal Rental Rates (Section 2-1a) and Landing Fee Rates (Section 2-2b and 2-2c)

Several rates have been adjusted to remain in accordance with the existing Signatory Airline Operating Agreements. These rates are adjusted annually based on anticipated usage, and the approved operating budget for the fiscal year ended June 30, 2009.

The aircraft landing fee rate will decrease by \$0.14 per thousand pounds landed weight (-6%). Passenger apron fees decrease \$0.03 per thousand pounds landed weight (-8%); and cargo apron fees decrease \$0.10 per thousand pounds landed weight (-10%). The basic terminal rental rate will increase by \$5.22 per square foot (+14%). Separate equipment and finishing and improvement charges, which are now included in the terminal rental rate, will be eliminated.

Airport Conference Rooms – Section 2-1(b)

Current Regulations impose different charges for each Airport Terminal conference room. The proposal reduces the daily rate for the Cloud Room by



DES MOINES INTERNATIONAL AIRPORT
DEPARTMENT OF AVIATION, ROOM 201
5800 FLEUR DRIVE
DES MOINES, IOWA 50321-2854
(515) 256-5100

ALL-AMERICAN CITY
1949, 1976, 1981
2003

\$200 and leaves Conference Room 3 rates unchanged. Charges for the use of all other conference rooms will be standardized at \$25 per hour and \$100 per day. A conference room set up fee has been added.

Insurance Requirements of Commercial Aircraft Operators – Section 2-2(e) through (j)

The Proposed Regulation updates language to comply with current insurance industry standards and terminology. The required coverage limits are not changed. The indemnity requirement has been rewritten to clarify its provisions and better protect the Airport.

Holding Room and Loading Bridge Fees -- Section 2-5(c) & (d)

Loading Bridge Use Fees for non-signatory carriers and non-scheduled operations (charters) are deleted from the Airport Regulations.

Airport Parking Fees -- Section 2-6(a) & (b)

To reduce operating costs through the elimination of coin dispensers, economy parking rates will increase from \$.50 per hour to \$1.00 per hour. The daily maximum rates are not changing.

Airport Security and Access Control Fees -- Section 2-7(a), (b), & (e)

The fee for issuance of an Airport identification card is adjusted from \$20.00 to \$25.00. Other changes clarify when deposits are refunded and forfeited.

Vehicle Permits – Section 2-7(e) & (f)

These changes clarify and update various insurance requirements for those desiring a permit to operate a vehicle on the airfield.

Commercial Use Fee -- Section 2-11

The fee for Commercial Use of the Airport has been increased from \$100 to \$500 per day to more accurately reflect market conditions and to better recover Staff costs related to providing support and security when others desire to use the Airport for commercial purposes.

Fees for Aviation Personnel, Materials, and Services -- Section 2-19

Labor rates charged for tenants' use of Airport personnel are increased to recover the actual labor and administrative costs of providing those services.

The Airport Board, pursuant to the ordinance regarding its establishment, is required to file any revised Rates and Charges Regulations with the City Clerk and to publish both notice of intent to adopt the Regulation, as well as the time and place of a public hearing. The Airport Board is further required to notify the City Council of the proposed effective date of the Regulation and provide a copy thereof to the City Council for their review and hold a public hearing on the

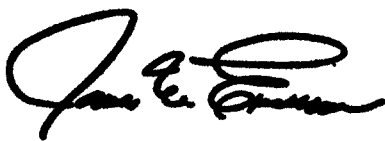
38 A

Honorable Mayor and Members of City Council
May 6, 2008
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proposed Regulation. The Board then must adopt the Regulation by Board Resolution and have the City Clerk publish it prior to its effective date, in this case July 1, 2008. The Airport Board plans to read the regulation for the third and final time at its meeting of June 3, 2008.

The Board herewith submits for City Council information and review, the proposed Regulation pursuant to Section 22.51 of the Municipal Code.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Erickson". The signature is fluid and cursive, with the first name "James" being the most prominent.

James E. Erickson
Airport Board Chairperson

Enclosure

cc: Richard A. Clark, City Manager

PROPOSED AIRPORT REGULATION NO. 08-55

AN ENACTMENT codifying the Airport Board Regulations of the Des Moines International Airport pursuant to section 22-51 of the Municipal Code of the City of Des Moines, 2000, by amending sections 2-1(a), (b), (e), (f) and (g), 2-2(b) through (j), 2-5(a) and (c) through (h), 2-6(a) and (b), 2-7(a), (b), (e) and (f), 2.11 and 2-19 hereof relating to rates and charges at the Des Moines International Airport.

CHAPTER 2.

RENTAL CHARGES AND AIRPORT USE FEES

2-1. LAND AND BUILDINGS.

(a) Unless otherwise specified by separate lease agreement, charges for the use of terminal building and associated area space by air transportation companies shall be, based upon square footage per annum at a rate of \$41.35, except as noted below as follows:

(1) Ticket Counters	\$37.21
(2) First Floor Office	\$36.49
(3) Baggage Makeup	\$36.49
(4) Inbound Baggage Area	\$37.21
(5) Bag Storage	\$30.71
(6) Concourse Departure Areas	\$37.21
(7) (1) Concourse Garage/Storage	\$21.00
(8) (2) Concourse Office	\$30.00
(9) (3) Concourse Hallways and Restrooms	\$21.00
(10) (4) Concourse Maintenance Garage	\$18.00
(11) Security Screening	\$37.21
(12) Triturator Room	\$30.71
(13) Regional Carrier Holdroom & Access Ramp	\$37.21
(14) Airline Improvement Charge	\$00.57
(15) Curbside Check-In Area	\$30.71
(16) Concourse Transitional Area	\$36.49

(b) Unless otherwise specified by separate lease agreement, charges for the use of ~~terminal building~~ Conference Rooms shall be as follows:

Room	Hourly Rate	Daily Rate
Cloud Room	\$100.00	\$600.00 <u>\$400.00</u>
* Conference Room 1	\$ 30.00	\$120.00
Conference Room 2	\$ 25.00	\$100.00
Conference Room 3	\$ 50.00	\$200.00
Conference Room 4	\$ 25.00	\$100.00
Conference Room 204	\$ 25.00	\$100.00
Conference Room 206	\$ 25.00	\$100.00
* Board Room	\$ 25.00	\$100.00
All other Conference Rooms	\$ 25.00	\$100.00

~~*-Note:~~ Conference Room 1 ~~and the Board Room~~ contains Iowa Communications Network (ICN) equipment. Use of the ICN is subject to separate rates pursuant to the Iowa Code and other State of Iowa regulations.

A minimum rental of one hour is required.

The rental rates include ~~basic~~ standard set-up of tables and chairs. ~~room PA system, podium with built-in sound system, podium standard, marker board, easels, flip charts, eraser boards, and use of adjoining kitchenette, depending upon availability.~~

~~Charges for additional equipment~~ Additional charges are as follows:

Overhead / slide projector	\$15.00
TV/VCR combo	\$25.00
Flip chart paper pad	\$10.00
Conference calling equipment	\$10.00
Dance floor	\$50.00
<u>Room set-up fee</u>	<u>\$45.00 / staff hour</u>

The aviation director may also assess a damage/cleanup ~~deposit fee~~. ~~Aviation director may assess additional charges for set-ups that exceed the basic set-up configurations.~~ The aviation director may waive rental rates for functions sponsored by airport terminal tenants or the city depending on the purpose of usage. Alcohol is prohibited in the Cloud Room and conference rooms, except for the following permitted events:

- (1) Aviation tenant sponsored events.
- (2) Events sponsored by a governmental entity or business organization when the event is for the promotion of the Des Moines International Airport, airport tenant, aviation or other aviation related purpose as determined by the aviation director.

(c) Unless otherwise specified by separate lease agreement, charges for the use of terminal building and associated area space shall be, based upon square footage per annum, as follows:

(1)	Second/third floor office	\$15.00
(2)	Basement office	\$12.50
(3)	Basement storage	\$ 6.25
(4)	Basement tech room	\$12.50

(d) Unless otherwise specified by separate lease agreement, charges for use of air cargo building space shall be \$10.00 per square foot per annum.

~~(e) Airline equipment and finishing charges and airline improvement charges shall be allocated equitably among participating airlines as determined by the aviation director.~~

~~(f)~~ (e) The aviation director shall assign and allocate terminal building space and cargo building space as he or she determines necessary. The aviation director shall establish policies and operating procedures not established by ordinance, regulation or airport use agreement.

~~(g)~~ (f) The aviation director shall assign and allocate terminal building space and cargo building space as he or she determines necessary. The aviation director shall establish policies and operating procedures not established by ordinance, regulation or airport use agreement.

(07-54) (06-53) (06-52) (05-48) (04-46) (03-40) (02-35) (01-26) (00-22) (99-19) (98-15) (97-14) (96-10) (95-07) (95-06) (95-05) (94-01)

2-2. LANDING FEES, INSURANCE AND FEDERAL REQUIREMENTS.

(a) All commercial aircraft operators using the airport shall pay to the city landing fees as prescribed herein, except for those operators which may be exempted from paying such fees in accordance with the provisions of a lease agreement approved by the Des Moines International Airport Board or City Council.

(b) For those commercial aircraft operators having a signatory airline agreement with the city, the landing fees shall be calculated in accordance with the Signatory Airline Agreement per 1,000 pounds of Maximum Certified Gross Landing Weight for each landing or ~~\$13.74~~ \$12.90 for each landing, whichever is greater.

(c) In the absence of a Signatory Airline Agreement, the landing fee shall be ~~\$3.21~~ \$3.01 per 1,000 pounds of Maximum Certified Gross Aircraft Landing Weight (the equivalent of 1.4 times the rate established by the Signatory Airline Agreement per 1,000 pounds of Maximum Certified Gross Aircraft Landing Weight for each landing) or ~~\$19.26~~ \$18.06 for each landing, whichever is greater.

(d) The Airport Board may, by Airport Board Policy, temporarily discount or waive the landing fees as set out in 2-2(b) and 2-2(c) above as a promotional incentive for airlines meeting the requirements of the Airport Board Policy established in accordance with federal law and regulation.

(e) All commercial aircraft operators shall, prior to commencement of operations, provide the aviation director with certificates of insurance or certified copies of insurance policies indicating that insurance coverage as follows has been provided:

(1) The commercial aircraft operator shall purchase and maintain insurance to protect the commercial aircraft operator and the city throughout the duration of the commercial aircraft operator's operations. Said insurance shall be provided by insurance companies, "admitted" and "nonadmitted" to do business in the State of Iowa, that have no less than an A.M. Best Rating of "B", or have a recognized reputation satisfactory to city. All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to city. Certificates of Insurance confirming adequate insurance coverage shall be submitted to city prior to agreement execution or commencement of work and/or services.

(2) Commercial General Liability Insurance for non-aviation operations otherwise not covered by its Aircraft Liability policy, city requires that commercial aircraft operator shall provide Commercial General Liability coverage written on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosive, Collapse and Underground (XCU), where applicable. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001. Ed 07/98 with standard exclusions "a" through "e" or any subsequent ISO equivalent or a non-ISO equivalent form). Any additional exclusions shall be clearly identified on submitted with the Certificate of Insurance and shall be subject to the review and approval of city. The policy shall be endorsed to provide an Aggregate Per Location Endorsement.

(3) Automobile liability policy with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If commercial aircraft operator does not own any vehicles, coverage is required on non-owned and hired vehicles.

(4) Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease. This requirement is waived if, under the law as stated in Chapter 85 of the Code of Iowa, the commercial aircraft operator is not required to carry such coverage.

(5) Aircraft Liability Insurance: Commercial aircraft operator shall procure and maintain Aircraft Liability Insurance, or its airline industry equivalent, in a policy form customarily carried at the time by United States based regional and major airlines, whichever applies, with limits not less than those indicated in the following schedule:

a) Aircraft Only Carrying Passengers:

<u>Certified Seating Capacity</u>	<u>Limits of Liability</u>
300 Plus	\$250,000,000
100 to 299	150,000,000
40 to 99	50,000,000
20 to 39	20,000,000
10 to 19	10,000,000
9 or Less	5,000,000

b) Aircraft Only Carrying Property, Cargo and/or Mail:

<u>Gross Landing Weight</u>	<u>Limits of Liability</u>
500,000 lbs. Plus	\$100,000,000
200,000 to 499,000	50,000,000
100,000 to 199,000	30,000,000
40,000 to 99,000	15,000,000
20,000 to 39,000	10,000,000
10,000 to 19,000	5,000,000
9,999 or Less	1,000,000

c) Aircraft Carrying a Combination of Passengers and Property, Cargo and/or Mail:

Limits of liability shall be the same as for aircraft only carrying passengers.

d) Turbo-Prop and Reciprocating Prop Aircraft Used For Training and Rental:

Limits of liability shall not be less than \$1,000,000 per occurrence and in the aggregate with sub-limits of not less than \$100,000 per seat.

A list of all exclusions not considered "standard and customary" to the form of policy customarily carried at the time by United States based regional and major airlines, whichever applies, shall be ~~attached to~~ submitted with the certificate. ~~Any aggregates not being the type nor having similar coverage as is customarily carried at the time by United States based regional or major airline carriers, whichever applies, shall also be indicated on the Certificate of Insurance.~~

(6) Umbrella/Excess Insurance: The General Liability (Non-aviation operations) and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the same form as the primary policies, it and shall include the same endorsements as required of the primary policy(ies).

- (7) Property Insurance: Commercial aircraft operator shall procure and maintain Property Insurance in a form at least as broad as the standard Insurance Services Office special cause of loss form covering all structural or other improvements installed by commercial aircraft operator in the premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed by Airline. City shall be responsible for providing property insurance on the structural shell of the Leased Premises.
- (8) Subcontractors: Commercial aircraft operator shall require that any of its agents and subcontractors who perform work and/or services for commercial aircraft operator pursuant to the provisions of this Agreement meet the same insurance requirements as are required of commercial aircraft operator. The indemnification and insurance provided by commercial aircraft operator, when required by the airport, shall also extend to and apply to those whom the commercial aircraft operator permits to enter the secured side of the airport for the purpose of providing services to the commercial aircraft operator.
- (9) Additional Insured And Governmental Immunity: Except for Workers Compensation, the insurance policies providing the coverages specified in Paragraphs (2), (3), (5) and (6) above shall include the city's Additional Insured and Governmental Immunities Endorsements. Copies of the endorsements shall be provided as part of any agreement between the commercial aircraft operator and the city. The city shall have no liability for any premiums charged for such coverage, and the inclusion of the city as an Additional Insured is not intended to, and shall not make, the city a partner or joint venturer with commercial aircraft operator in its operations at the airport.
- (10) Cancellation Or Material Change Notice: The insurance policies providing the coverages specified in (2) through (6) above shall include city's Cancellation and Material Change Endorsement. A copy of this endorsement shall be provided as part of any agreement between the commercial aircraft operator and the city.
- (11) Proof of Insurance: The commercial aircraft operator shall provide to the City a Certificate(s) of Insurance evidencing all required insurance coverage as provided in 1 through 7 and 9 and 10 above utilizing ~~the latest version of the ACORD form or other such~~ a Certificate of Insurance form that is acceptable to city. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/Vehicle/ Special Items": ~~(1) (a)~~ (a) the title of the Agreement, and ~~(2) (b)~~ (b) the following statement, "As required by contract or agreement, Where Required the City of Des Moines Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been applied to the above insurance policies included as per the attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

(12) Changes in Coverage Limits: If the aviation director, in consultation with the City's Risk Management Office, determines that the limits of coverage are insufficient, the city shall provide commercial aircraft operator with sixty (60) days written notice of any required changes. Commercial aircraft operator shall submit to the aviation director new Certificate(s) of Insurance indicating that the required changes have been effected. Said certificates shall be submitted to the aviation director prior to the expiration of the sixty (60) day notification period.

(13) Other Insurance Requirements:

a) ~~Commercial aircraft operator shall be required to indemnify and hold harmless the city to the fullest extent permitted by law and include City's Indemnification provision in agreements executed between commercial aircraft operator and city.~~

b) ~~The city, its agents or employees, shall not in any event be liable for any acts or omissions of the commercial aircraft operator, or its agents, servants, invitees, employees, or independent contractors, or for any condition resulting from the operations or activities of the commercial aircraft operator on the airport, and shall be required to include the city's Non-Liability Provision in any agreement between the city and the commercial aircraft operator.~~

~~(f) All aircraft operators shall comply with all the requirements, regulations and directives of the Federal Aviation Administration and any and all other applicable laws, rules, regulations and directives of federal, state and local governments and agencies. All aircraft operator agreements shall include all provisions as required by the Federal Aviation Administration.~~

~~(g) An aircraft operator not having a lease with the city shall not sublease or assign any city owned facilities.~~

~~(h) By the use of the airport facilities, all aircraft operators shall be deemed to have agreed to fully indemnify, defend and hold harmless the city from and against all claims and actions based upon or arising out of damages, injury or death of persons or property caused by or arising out of the operations of the aircraft operator at or about the airport.~~

~~(i) An aircraft operator may not sublease or assign any space or rights at or about the airport for an amount greater than that the aircraft operator is required to pay by lease or agreement with the city or by regulation plus 15 percent thereof or administrative fees.~~

(f) Commercial aircraft operator shall be required to indemnify, defend, pay on behalf of and hold harmless the city to the fullest extent permitted by law and shall include the following indemnification provision in agreements executed between commercial aircraft operator and city:

- (1) For purposes of this provision, city shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines, Iowa.
- (2) To the fullest extent permitted by law, Airline agrees to defend, pay on behalf of, indemnify, and hold harmless the city against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the city by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with Airline's use or occupancy of city property.
- (3) Airline's obligation to indemnify the city contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (4) The city shall not be liable or in any way responsible for any injury, damages, liability, claim, loss or expense incurred by Airline, its officers, employees, subcontractors, and others affiliated with Airline, arising out of or in any way connected or associated with Airline's use or occupancy of city property, except for and to the extent caused by the negligence of the city.
- (5) Airline expressly assumes full responsibility for any and all damages to city property arising out of or in any way connected or associated with Airline's use or occupancy of city property including, but not limited to, the activities of Airline, its officers, employees, subcontractors, and other affiliated with Airline.
- (6) Airline shall ensure that its activities on city property will be performed and supervised by adequately trained and qualified personnel and Airline will observe, and cause its officers, employees, subcontractors and others affiliated with Airline to observe all applicable safety rules.
- (g) The city, its agents or employees, shall not in any event be liable for any acts or omissions of the commercial aircraft operator, or its agents, servants, invitees, employees, or independent contractors, or for any condition resulting from the operations or activities of the commercial aircraft operator on the airport, and shall be required to include the city's Non-Liability Provision in any agreement between the city and the commercial aircraft operator.
- (h) All aircraft operators shall comply with all the requirements, regulations and directives of the Federal Aviation Administration and any and all other applicable laws, rules, regulations and directives of federal, state and local governments and agencies. All aircraft operator agreements shall include all provisions as required by the Federal Aviation Administration.

(i) An aircraft operator not having a lease with the city shall not sublease or assign any city-owned facilities.

(j) By the use of the airport facilities, all aircraft operators shall be deemed to have agreed to fully indemnify, defend, pay on behalf of and hold harmless the city from and against all claims and actions based upon or arising out of damages, injury or death of persons or property caused by or arising out of the operations of the aircraft operator at or about the airport.

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(97-14) (96-10) (95-07) (95-06) (94-01)

2-5. AIRPORT USE FEES.

Unless otherwise specified by a separate lease or other agreement, the city shall charge and receive airport use fees for services and facilities used by commercial aircraft operators as follows:

(a) An apron use fee:

(1) for each aircraft parked on the passenger terminal apron area shall be at a rate of ~~\$0.37~~ \$0.34 per 1,000 pounds of gross certificated landed weight per day;

(2) for each aircraft parked on the cargo apron area shall be at a rate of ~~\$1.00~~ \$0.90 per 1,000 pounds of gross certificated landed weight per day.

(b) A parking fee for each aircraft parking outside of leased areas for each 24-hour period or fraction thereof, after the first eight hours at the following rates:

	Terminal & Cargo <u>Apron</u>	Other <u>Areas</u>
(1) Aircraft Size		
Aircraft over 160,000 lbs GCLW	\$ 110.00	\$ 75.00
Aircraft between 70,000 and 160,000 lbs GCLW	\$ 100.00	\$ 65.00
Aircraft under 70,000 lbs GCLW	\$ 90.00	\$ 55.00

* GCLW = Maximum Gross Certificated Landed Weight

(2) Commercial aircraft operators who do not have a lease agreement with the city shall pay at the rate of 1.4 times the above amounts.

(c) The holding room fee for each use of a holding room, not assigned to an airport tenant, to process and enplane passengers and/or deplane passengers is \$85.00. ~~Any user of a holding room with a city-owned passenger loading bridge will also be required to pay the passenger loading bridge use fee as outlined in 2.5(d).~~

~~(d)~~ A passenger loading bridge use fee for each usage of a holding room with a city-owned passenger loading bridge at the rate of \$100.00 per occurrence.

(e) ~~(d)~~ A security fee for the use of the terminal building to process enplaned passengers at the following rates:

- (1) for an aircraft of greater than 160,000 pounds maximum certificated gross landing weight not using the airport on a regularly scheduled basis: \$300.00 per occurrence;
- (2) for an aircraft between 75,000 and 160,000 pounds maximum certificated gross landing weight not using the airport on a regularly scheduled basis: \$200.00 per occurrence;
- (3) for an aircraft of less than 75,000 pounds maximum certificated landed weight not using the airport on a regularly scheduled basis: \$100.00 per occurrence.

~~(f)~~ ~~(e)~~ A baggage handling equipment use fee for each use of the inbound or outbound baggage handling equipment at the following rates:

- (1) for an aircraft of greater than 160,000 pounds maximum certificated gross landing weight: \$150.00 per occurrence;
- (2) for an aircraft of 160,000 pounds or less maximum certificated gross landing weight: \$100.00 per occurrence;

~~(g)~~ ~~(f)~~ A lavatory serving fee for each use of the lavatory disposal facility and equipment shall be \$50.00.

~~(h)~~ ~~(g)~~ A ticket counter use fee for each usage of a passenger ticket counter at the rate of \$100.00 per occurrence.

(07-54) (05-49) (05-48) (04-46) (03-40) (00-22) (99-21) (99-19) (98-15) (95-07)

2-6. AIRPORT PARKING FEES.

(a) Unless otherwise specified by a separate lease or other agreement, the city shall charge and receive parking fees for vehicles parking at the airport as follows:

Short Term Parking: \$1.00 per half-hour or fraction thereof to a maximum of \$20.00 for each 24-hour period.

Long Term Parking: \$2.00 per hour or fraction thereof to a maximum of \$9.00 for each 24-hour period.

Economy Parking One: ~~\$0.50~~ \$1.00 per hour or fraction thereof to a maximum of \$5.00 for each 24-hour period.
(West of Fleur Drive)

Airport Two, Economy Parking: (East of Fleur Drive)	\$0.50 <u>\$1.00</u> per hour or fraction thereof to a maximum of \$4.00 for each 24-hour period.
Overflow Parking: (Areas as designated by Aviation Director)	\$15.00 charge at point of entry per vehicle with free flow exit.
Employee Parking:	Tenant employees with offices or places of business on the airport, who do not have leased vehicle parking areas, shall be permitted to park within a vehicle parking lot assigned by the aviation director for a fee of \$17.00 per month.
Semi-Truck Trailer Parking:	Airport tenant-owned or operated semi-truck trailers shall be permitted to park within a parking area assigned by the aviation director for a fee of \$25.00 per month per vehicle.
Aircraft Crew Parking:	Aircraft crew of air transportation companies shall be permitted to park within a vehicle parking lot assigned by the aviation director for a fee of \$30.00 per month.
Oversized Vehicle Parking:	All oversized vehicles, defined as a vehicle unable to park within the limits of one (1) parking space, are required to park in the lot designated as Economy Parking Two (East of Fleur Drive), and pay the corresponding daily rate, unless authorized to park in another lot by the aviation director.
Lost Ticket Fee:	<p>For the "Short-Term", "Long-Term", and "Economy Parking One" parking areas, the lost ticket fee will be calculated using the number of days of which the patron's vehicle was included in the nightly license plate inventory. The maximum daily rate shall apply to both the date of entry and the date of exit as well. For those patrons not on the overnight inventory, the charge shall be for one day at that facility's maximum daily rate.</p> <p>For the "Economy Parking Two" parking area, the lost ticket fee shall be a flat fee of \$25.00.</p>
Unpaid Invoice Fee:	A \$25.00 fee added to total parking charge if payment in full was not collected when customer exited the parking facility, added if payment is not received within five (5) business days.

(b) The Airport Board may, by Airport Board Policy, waive the parking fees as set out in 2-6(a) above for those persons meeting the requirements of the Airport Board Policy.

(c) No motor vehicle shall remain in the following parking areas on the Des Moines International Airport beyond the corresponding period of time listed below:

Short Term Parking – Forty (40) consecutive days
Long Term Parking – Seventy (70) consecutive days
Economy Parking – One hundred (100) consecutive days

If the motor vehicle remains in the parking area longer than the designated period, the motor vehicle shall be considered abandoned and the city shall follow the procedures set forth by Section 321.90 of the Iowa Code. If an owner of a motor vehicle notifies the city's parking operator in writing in advance that his or her motor vehicle will be parked in one of the above listed parking areas longer than the time set out above, the length of time it will be parked in the parking area, and the make, model and license plate of the motor vehicle, the city shall not consider the vehicle abandoned until the period of time indicated by the owner has lapsed and the vehicle has not been removed. The aviation director has the right to refuse to allow parking in excess of the times set forth above in his or her discretion.

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2-7. AIRPORT SECURITY AND ACCESS CONTROL FEES.

(a) The aviation director shall be authorized to collect the following non-refundable fees from all persons authorized to receive any of the following:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| (1) Original, renewal or replacement issue or reissue of an airport identification card with access to areas controlled for security reasons, as required by the Transportation Security Administration: | \$20.00 <u>\$25.00</u> |
| (2) Finger printing services: | |
| a) If provided to an individual desiring an airport ID | \$20.00 |
| b) If provided otherwise | \$35.00 |
| (3) Criminal background check services: | |
| a) If provided to an individual desiring an airport ID | \$33.00 |
| b) If provided otherwise | \$50.00 |
| (4) Original or renewal issue of airport identification card without access to areas controlled for security reasons: | no charge |
| (5) Replacement of airport identification card without access to areas controlled for security reasons: | \$20.00 <u>\$25.00</u> |
| (6) Vehicle access permit to those areas identified in Section 22-86 of the Municipal Code of the City of Des Moines along with proof of insurance coverage in compliance with subsection (e) below: | \$10.00 |

- (7) Airport identification card deposit for airport identification cards issued with access to areas controlled for security reasons (per card). This deposit will be refunded when the need for the airport identification card is no longer required and the airport identification card has been returned to the airport. If an identification card is not returned to the Aviation Department within thirty (30) days after the need for such identification badge is no longer required, or no longer permitted by the Aviation Director or his or her designee, the deposit on the identification card will be considered forfeited and shall not be refunded. If the airport identification card is lost or stolen the deposit will not be refunded and another deposit shall be required for a replacement issue of an airport identification card. In the case of a second or subsequent deposit to replace a lost airport identification card, the second or subsequent deposit will be refunded if the lost or stolen identification card is returned to the airport ~~within thirty (30) days after the airport identification card is reported lost, or the lost or stolen airport identification card is returned within thirty (30) days after the airport identification card is replaced or the need for such identification card is no longer required or no longer permitted by the aviation director or his or her designee:~~
- \$100.00
- (8) Replacement of lost or stolen airport employee parking cards: \$ 15.00
- (9) Replacement of a lost or stolen key: * \$ 20.00

* In addition to above stated fee, the individual will be responsible for payment of locksmith services incurred by the airport as a course of the individual losing a key.

(b) Employees of governmental agencies employed on the airport in an official capacity are exempt from all airport security and access control fees set forth in section (a) above; except they shall not be exempt from those fees set forth in subsections (2)(b) and (3)(b) ~~and (10) above.~~ Employees of airlines who have entered into a Scheduled Airline Operating Agreement with the city shall be exempt from the airport identification card deposit as set forth in subsection (9) ~~(7)~~ above; except that should an employee of an airline require a replacement airport identification card for a lost or stolen airport identification card then the airline shall be responsible for paying the deposit to the city as a penalty which shall not be refunded unless the lost or stolen identification card is returned to the airport within thirty (30) days after the replacement airport identification card is issued. Any person who has a lease agreement with the city to lease space at the airport shall be exempt from the vehicle access permit fee. No charge will be assessed to obtain a replacement airport identification card when an existing airport identification card is presented to the Aviation Department which is broken or worn through ordinary use and wear.

(c) The aviation director shall charge an airport escort access fee for individuals who have requested access to the air operation area or other restricted areas of the airport for commercial use. Airport escorted access may be provided to the individual if the aviation director determines that the access will not interfere with the operations of the airport or its tenants and users. The fee charged shall be \$75.00 per hour, with a minimum two hour charge.

(d) The aviation director shall be authorized to collect access control technology service fee of \$50.00 per access control unit per month from any person who requests any access control technology services provided by the airport not required by the United States Department of Transportation or the Airport Security Program at the time of installation.

(e) Permittee shall indemnify, defend, pay on behalf of, and hold harmless the City to the fullest extent permitted by law in accordance with the indemnification provision required in Section 2-2(f) above.

~~(e)~~ (f) An individual who has been granted a vehicle permit ("permittee") shall purchase and maintain insurance to protect the permittee and the City of Des Moines, Iowa throughout the duration of the vehicle access permit, unless such requirements are otherwise met, as determined by the city, through insurance provided pursuant to a contract with the city. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City of Des Moines. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the city prior to the permittee being issued a vehicle access permit.

(1) Automobile Liability Insurance: Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If the permittee does not own any vehicles, coverage is required on non-owned and hired vehicles.

(2) Umbrella/Excess Insurance: The Automobile Liability Insurance requirement above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Insurance policy does not follow the same form as the primary policies, it and shall include the same endorsements as required of the primary policy.

(3) Subcontractors: The permittee shall require that any of its agents and subcontractors who operate pursuant to the provisions of this vehicle access permit meet the same insurance requirements as are required of the permittee.

(4) Additional Insured & Governmental Immunity: The insurance policies providing the coverages specified in (1) and (2) above shall include the City of Des Moines, Iowa Additional Insured and Governmental Immunities Endorsements. Copies of these endorsements shall be provided upon application for the vehicle access permit.

(5) Cancellation & Material Change Endorsement: The insurance policies providing the coverages specified in (1) and (2) above shall include the City of Des Moines, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement shall be provided upon application for the vehicle access permit.

(5) (6) Proof of Insurance: The permittee shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as provided in (1) and (2) / (4) and (5) above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify under "Description of Operations/Locations/Vehicle/Special Items": The title "Vehicle Access Permit" and the following statement, "As required by contract or agreement, the City of Des Moines ~~Where required, Additional Insured, Governmental Immunities, and Cancellation and Material Change endorsements have been included~~ applied to the above insurance policies as per attached." These endorsements shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required.

(6) (7) For Lessees of T-hangars, the above requirements are modified as follows:

a) Requirements (1) and (2) above: Depending on how the Lessee is insuring the vehicle(s) to which this permit shall apply, the Lessee may use either a personal Automobile Liability Insurance policy and a personal Umbrella policy or a Commercial Automobile Liability Insurance policy to meet these requirements.

b) Requirements (3) and (4) above: These shall not apply to T-hangar Lessees applying for this permit; however, if the Lessee is using Commercial Automobile Liability Insurance, the policy shall include Contractual Liability coverage.

c) Requirement (5) above: Rather than the city's usual Cancellation and Material Change Endorsement, the Lessee's policy(ies) must include a 30-day advance written notification if the policy is cancelled.

d) Requirement (6) above: Depending on whether or not the Lessee is using Commercial or personal Automobile Liability insurance to meet the requirements in (1) and (2) above, the Lessee may submit either Certificate of Insurance or a copy of the policy's Declaration Page as Proof of Insurance.

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2-11. COMMERCIAL USE FEE.

Individuals who desire to use the Des Moines International Airport for commercial use, including but not limited to the filming of commercials, films, movies, and advertisements shall pay a fee of ~~\$100.00~~ \$500.00 per day of use, plus any expenses incurred by the airport in supporting the needs of the commercial use. This charge shall not apply to any reported news event.

(04-46) (98-15) (96-10)

2-19. FEES FOR AVIATION DEPARTMENT PERSONNEL, MATERIALS AND CONTRACTED SERVICES.

Unless otherwise specified by separate lease agreement, charges for the requested use of Aviation personnel and contracted services shall be at the following rates (per person / per hour where applicable):

<u>Description</u>	<u>Regular</u>	<u>After- hours</u>	<u>Sunday/ Holiday</u>
Labor:			
Electrician	\$ 60.00 <u>64.00</u>	\$ 90.00 <u>96.00</u>	\$ 115.00 <u>128.00</u>
Mechanic	\$ 40.00 <u>52.00</u>	\$ 60.00 <u>78.00</u>	\$ 80.00 <u>104.00</u>
Electronic/Telephone/ Computer Technician	\$ 64.00 <u>80.00</u>	\$ 95.00 <u>120.00</u>	\$ 127.00 <u>160.00</u>
General	\$ 35.00 <u>45.00</u>	\$ 53.00 <u>68.00</u>	\$ 70.00 <u>90.00</u>
Painting	\$ 40.00 <u>48.00</u>	\$ 60.00 <u>72.00</u>	\$ 80.00 <u>96.00</u>
Plumbing/HVAC/Mechanical	\$ 55.00 <u>70.00</u>	\$ 85.00 <u>105.00</u>	\$ 110.00 <u>140.00</u>
Materials (except fuel)	Aviation Department cost plus 15%		
Fuel	Aviation Department cost plus 10%		
Contracted services	Aviation Department cost plus 15%		

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