

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE  
ESTABLISHING FEES, RATES AND CHARGES AT THE SAN JOSE  
MINETA INTERNATIONAL AIRPORT, AND REPEALING  
RESOLUTION NO. 79269**

The following fees, rates and charges are established for use of land, paved areas and structures at the San José Mineta International Airport (Airport), Airport parking rates, permit fees and charges for ground transportation providers, permit fees and charges for off-Airport rental car companies, fees and charges for technology services provided by the City of San José (City) to tenants at the Airport, and rates and fares for the operation of taxicabs at the Airport.

**SCHEDULE OF FEES AND CHARGES**

**SECTION 1. DEFINITIONS**

- a. **Air Carrier**  
A Cargo Carrier or a Passenger Carrier.
- b. **Air Transportation Business**  
Business operated by Airline at the Airport of scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.
- c. **Cargo Carrier**  
Carrier certificated by the Secretary of the U.S. Department of Transportation as a Cargo Carrier under 49 U.S.C. § 41103.
- d. **Comparable Airports**  
Peer airports of similar size within the California market and other regional airports within the San Jose market.
- e. **Director**  
Means the Director of Aviation or the Director's designee.
- d.f. **FAA**  
The Federal Aviation Administration, an agency within the United States Department of Transportation, or its authorized successor(s).
- e-g. **Fiscal Year**  
The annual accounting period of City for its general accounting purposes which is the period of twelve consecutive months ending with the last day of June of any year.

**f.h. FBO**

A FBO (Fixed Base Operator) is any City tenant at the Airport providing General Aviation aircraft services or commodities to aircraft owners, operators, pilots, or members of the public as further defined in the Airport Minimum Standards.

**g.i. Gate**

Those portions of the Terminal individually comprised of a passenger loading bridge, if any, and a passenger holdroom, as well as the ramp parking position adjacent to the Gate.

**h.j. General Aviation (GA)**

That portion of civil aviation involving private use aircraft used by any person for recreational, personal travel, or business or commercial purposes, but excluding: (i) all regularly scheduled passenger air carrier operations, (ii) all commercial passenger charter operations, and (iii) all air cargo operations.

**k. Itinerant Aircraft**

Any aircraft not based at SJC and uses the Airport on an irregular or unscheduled basis, and not subject to the Airport's Airline Lease and Use Agreement

**i.l. Maximum Gross Landing Weight (MGLW)**

The highest maximum gross certificated landing weight for the aircraft model operated at the Airport by Airline as listed in the manufacturer's Characteristics or Planning Manual. If the manufacturer's Characteristics or Planning Manual is not available, the FAA Type Certificate Data Sheet will be used. The Airport may annually review and update the highest maximum gross landing weight based on any changes to the Characteristics or Planning Manual, or the FAA Type Certificate Data Sheet, as applicable.

**j.m. Passenger Carrier**

Carrier certificated by the Secretary of the U.S. Department of Transportation under 49 U.S.C. § 41102.

**k.n. Ramp**

The asphalt ramp space or concrete ramp space, for use in parking, loading and unloading, refueling, minor routine aircraft maintenance and ground transportation to or from the aircraft, subject to the approval of the Director of Aviation (Director).

**o. Specialized Aviation Service Operator (SASO)**

Any entity providing at least one, but not more than three of the full services of an FBO, providing only select commercial aeronautical as defined in the Airport's Minimum Standards. services.

**t.p. Terminal**

Passenger terminal buildings.

**m.g. Terminal Aircraft Apron**

Those areas of the Airport that are primarily designated for the parking of passenger aircraft and support vehicles and the loading and unloading of passenger aircraft.

**n.r. Transportation Security Administration**

The Transportation Security Administration (TSA) is an agency of the ~~U.S. Department of Homeland Security~~ U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.

**SECTION 2. OPERATIONS**

**A. AIRSIDE OPERATIONS**

**1. Air Carrier Fees**

**a. Aircraft Parking Fees**

Any Air Carrier parking on the Ramp in an area other than an area designated in a lease or other agreement with the City shall be charged an Aircraft Parking Fee as set forth below:

Aircraft Wingspan	Daily Rate	Partial Day Rates
Under 124 feet	\$50 – <del>\$</del> 200	0 – 8 hours = 50% of daily rate 8 – 24 hours = daily rate
Over 124 feet	\$100 – <del>\$</del> 300	0 – 8 hours = 50% of daily rate 8 – 24 hours = daily rate
<u>Under 90 feet</u>	<u>\$300-</u> <u>\$2,500</u>	<u>Special Event Parking per day (no partial days)</u>
<u>Over 90 feet</u>	<u>\$2,500-</u> <u>\$5,500</u>	<u>Special Event Parking per day (no partial days)</u>

The Director is authorized to increase or decrease the daily rates within the ranges specified above at any time during any Fiscal Year if the Director determines that: (i) such an adjustment in the daily rates will facilitate the optimum use of available aircraft

parking spaces at the Airport, or (ii) an adjustment in the daily rates is necessary to remain competitive with other comparable airports.

During special events or periods of unusually high demand (e.g., sporting events, large scale festivals, etc.), the Airport Director, or designee, may designate special event parking areas and assess additional aircraft parking fees. Such fees may be applied in addition to standard rates and charges and shall be based on operational impacts, demand, space constraints, and staffing requirements, as determined by the Airport Director within the prescribed range.

b. **Ramp Fees – Cargo Carrier.**

Fees for use of the Ramp by Cargo Carriers for aircraft parking, loading and unloading, refueling, minor aircraft maintenance and ground transportation to or from aircraft will be charged as follows:

Ramp Fee	\$.20 per one thousand pounds (1,000 lbs.) of certified MGLW
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**2. General Aviation (GA) Fees**

**a. GA Landing Fees**

- (i) All general aviation and aircraft, as defined by the Airline Operating and Use Agreement, utilizing the Airport's runways for landing shall be subject to landing fees, except as expressly exempted herein. Such fees are established to ensure recovery of an equitable portion of the Airport's airfield operation, maintenance, and capital cost obligations.
- (ii) Aircraft having a Maximum Gross Landing Weight of 12,500 pounds or more shall pay the current itinerant rate. The itinerant rate at the time of the adoption of this resolution is of \$5.52 per 1,000 pounds of Maximum Gross Landing Weight. The General Aviation Landing Fee shall be established annually, and shall be the Airport's Itinerant Landing Fee established in Airports Use and lease agreements, and shall be assessed on a per-1,000-pound Maximum Gross Landing Weight (MGLW) basis.
- (iii) All such adjustments shall be made in accordance with applicable Airport policies and procedures and consistent with federal regulations governing Airport rates and charges.

(iv) Landing Fees **shall not apply** to the following operations:

- a) Any aircraft below 12,500 (MGLW).
- b) Touch-and-go, stop-and-go, or low-approach training operations conducted by based flight schools or aircraft.
- c) Emergency or forced landings.
- d) Military and government aircraft operating under mutual aid or official missions.
- e) Aircraft specifically exempted by federal grant assurance obligations or Airport policy

(v) The Airport or an agent designated by the Airport Director, shall be responsible for billing and collecting landing fees. This may include the use of an automated aircraft operations tracking and invoicing system.

- a) Based tenants shall be invoiced monthly.
- b) Transient or visiting aircraft shall be billed according to operational records maintained by the Airport or its selected managing vendor.
- c) Invoices shall be due within thirty (30) days of issuance, unless otherwise specified. Unpaid balances after the due date may accrue interest or late charges in accordance with Airport policy. Persistent nonpayment may result in suspension or revocation of Airport privileges, denial of facility access, or other remedies allowed under applicable agreements, regulations, or ordinances.
- d) All billing and collection practices shall be conducted in accordance with federal law, applicable grant assurances, and principles of fairness, reasonableness, and non-discrimination.

(vi) **Rate Adjustments:** Any revisions to the fee shall take effect upon 60-days' notice to affected users.

**a.b. GA Tie-Down and Hangar Fees**

**(i) Monthly Tie-Down and Hangar Rental Fees**

The Director shall establish monthly rental fees for tie-down aircraft parking and aircraft hangars, which shall become effective thirty (30) days after posting of such monthly rental fees on the Airport website. Concurrent with the website posting, the Director shall also provide written

notice of such monthly rental fees to all then current tie-down and hangar occupants. and all adjustments shall be documented and publicly noticed prior to implementation.

(ii) Basis for Determination of Tie-Down and Hangar Rental Fees

The Director shall establish rates with the following considerations:

- a) All fees and charges for hangars, tie-downs, ramp/apron areas, land, paved, areas, structures and related services, (“Facilities”), shall be established to recover reasonable costs of providing such facilities and to maintain competitive alignment with comparable airports.
- b) The Director may apply adjustment factors or tiers to reflect availability or seasonal demand and may revise such fees periodically based on updated market surveys or utilization data.
- c) Rates may be reviewed periodically to ensure they remain competitive with Comparable Airports and consistent with the Airport’s financial objectives, operational costs, and demand for facilities.

~~(ii)~~(iii) Monthly rental fees for tie-down aircraft parking and aircraft hangars will be established by the Director using a calculation based upon the City’s current rental value appraisal of the Airport tie-down aircraft parking and aircraft hangars, the average fees for similar tie-down aircraft parking and aircraft hangars at ~~South County Airport, Reid Hillview Airport, Palo Alto Airport, San Carlos Airport, Hayward Airport, Oakland Airport, and Livermore Airport (the “Comparison Airports”)~~ Comparable Airports and the portion of the City’s Noise and Safety Program costs (see Section 2.A.2.c below) allocable to the tie-down aircraft parking and aircraft hangars. The Director shall establish the monthly rental fees for tie-down aircraft parking and aircraft hangars using a weighted value of eighty percent (80%) for the City’s current rental value appraisal and twenty percent (20%) for the average fees at the ~~Comparison~~ Comparable Airports.

c. (ii) — GA Tie-Down and Hangar Exchange Fees

(i) Tie-Down and Hangar Exchange Fees

The Director shall establish exchange fees for tie-down aircraft parking and aircraft hangars, which shall become

effective thirty (30) days after posting of such fees on the Airport website. Concurrent with the website posting, the Director shall also provide written notice of such exchange fees to all then current tie-down and hangar occupants and all adjustments shall be documented and publicly noticed prior to implementation.

a) Hangar Exchange Fee Range will be \$90 - \$200. Subject to Directors Approval to update.

b) Tie-Down Exchange Fee Range will be \$50 - \$150. Subject to Directors Approval to update

(ii) Basis for Determination of Tie-Down and Hangar Exchange Fees

All fees and charges for hangars, tie-downs, ramp/apron areas, land, paved, areas, structures and related services, ("Facilities"), shall be established to recover reasonable costs of providing such facilities and to maintain competitive alignment with comparable airports.

a) Such fees shall consider:

i. The prevailing market rates at comparable airports described herein.

ii. The level of occupancy or availability of the relevant facilities.

iii. Reasonable operating and maintenance cost.

b) The Director may apply adjustment factors or tiers to reflect availability or seasonal demand and may revise such fees periodically based on updated market surveys or utilization data.

c) Rates may be reviewed periodically to ensure they remain competitive with comparable airports and consistent with the Airport's financial objectives, operational costs, and demand for facilities

(i)(iii) GA Daily Parking Fees

Daily Parking Fees shall be charged for all transient ~~General Aviation~~ aircraft parked in the common use aircraft ramp areas in order to ensure best and highest use (as such areas are designated from time to time by the Director), as set forth below:

Daily Fees	Hourly Rate
\$120 - \$200	0 – 8 hours = 50% of daily rate Over 8 hours = daily rate

The Director is authorized to increase or decrease the Daily Parking Fees within the ranges specified above at any time during any Fiscal Year if the Director determines that: (i) such an adjustment in the Daily Parking Fees will facilitate the optimum use of available aircraft parking spaces at the Airport, or (ii) an adjustment in the Daily Parking Fees is necessary to remain competitive with other comparable airports.

(ii)(iv) Exceptions to General Aviation Aircraft Tie-Down and Hangar Rental and Parking Fees

The aircraft Tie-Down and Hangar rental and parking fees specified above are applicable to GA users and licensees of City-owned and operated GA tie-down and hangar parking spaces only, and are not applicable to: (a) aircraft parked on land leased to a FBO; (b) Air Carrier, duly authorized by City to park at designated ramp areas in commercial operations areas; and (c) aircraft owned and operated by the Federal Government.

(iii)(v) Payment

- a) Payment for monthly reserved Tie-Down and Hangar Rental Fees and Parking Fees is due and payable on or before the first of each calendar month. Payment of daily aircraft Parking Fees shall be made prior to departure of aircraft unless credit arrangements have been approved by the Director. The Director is authorized to ~~assess late payment fees by: (1) charging the Daily Fee as specified above; (2) charging one percent (1%) per month for any overdue fees until paid in full; and/or (3) charging a flat amount of ten dollars (\$10.00) as a late payment fee; whichever method of late payment fees is readily available for implementation and billing and provides the highest fee charge the Daily Fee as stated in Section b.vi. above.~~

b) Late Fees:

The Director is authorized to assess late payment fees by: charging one percent (1%) per month for any overdue fees until paid in full.

~~b)c)~~ Upon issuance of a new or renewed License for City-owned aircraft parking spaces, the Director is authorized to collect the first month's parking fee in advance, and all such fees shall be due and payable in advance on a monthly basis. In addition, the Director is authorized to collect, as a security deposit, an amount equal to one to four months parking fees, to be applied to the last month's parking fee payment or to any unpaid fees or charges, including late fees, in the event the License is terminated or canceled for any reason. The deposit will be held without interest.

~~(iv)(vi)~~ Annual Adjustment

- a) Prior to the start of each Fiscal Year, the monthly and daily Tie-Down and Hangar Rental and Parking Fees shall be recalculated based upon the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers, All Items, for the San Francisco-Oakland-Hayward Metropolitan Area (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI") over the period described below. The CPI shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base different from the base period (1982-84 = 100) used above, the base figure shall be converted under a formula supplied by the Bureau. If the above-described CPI is no longer published, the Director shall substitute another index generally recognized as authoritative.
- b) The Base Figure for each annual adjustment shall be the last CPI published prior to the start of the then current Fiscal Year. The Index Figure for each recalculation shall be the last CPI published prior to the start of the next Fiscal Year.
- c) For each Fiscal Year, if the Index Figure has increased over the Base Figure, the monthly and daily Tie-Down and Hangar Rental Fees for that Fiscal Year shall be determined by calculating the percentage increase of the Index Figure over the Base Figure. For example, assuming the Base Figure is 110 and the Index Figure is 121, the

percentage to be applied is  $121/110 = 1.10 = 110\%$ . That percentage shall be applied to the monthly and daily Tie-Down and Hangar Rental Fees then in effect to calculate the monthly and daily Tie-Down and Hangar Rental Fees for the next Fiscal Year. If the CPI decreases over any period for recalculation, the monthly and daily Tie-Down and Hangar Rental Fees shall remain unchanged until the annual adjustment for which there is an increase in the CPI.

- d) The Director shall have the discretion to adjust the monthly and daily Tie-Down and Hangar Rental Fees using the market value methodology described in Section 2.A.2.a.(i) above for any year effective July 1, in the event that the Director determines that local real estate values are increasing at a greater rate than the CPI.
- e) The Director shall have the discretion to adjust the monthly and daily Tie-Down and Hangar Rental Fees upon not less than thirty (30) days written notice to GA tenants at any time by not more than 25 percent, in the event that the Director determines that the availability of vacant hangars and tie-down spaces and/or the demand for such hangars and tie-down spaces warrants an adjustment to the monthly rental fees.
- f) The Director shall file a notice with the City Council of any increase in monthly and daily Tie-Down and Hangar Rental and Parking Fees no later than ninety (90) days after the effective date of any such increase.

~~(v)~~(vii) General Aviation Waiting Lists

- a) The ~~a~~Airport will establish two waiting lists, one for Hangars and another for Tie-Downs.
- b) A one-time ~~A~~administrative fee of \$75 will be charged in order for an applicant to be added to the waiting list. The administrative fee will range from \$75-\$150, subject to Director's approval to update.
- c) An annual maintenance fee ~~of~~ \$50 will be due to the Airport no later than January 1<sup>st</sup> of each year. The annual maintenance fee will ensure that applicants keep their contact information and status updated.

The annual maintenance fee will range from \$50-150, subject to Director's approval to update.

**b-d. Fueling Fees – General Aviation and Itinerant Aircraft Users**

(i) Fuel Flowage Fees

- a) Any person engaging in the activity of retailing or sales of aviation fuel petroleum products to owners or operators of GA aircraft or to itinerant commercial passenger, cargo charter operators, or any federally-owned and operated aircraft shall be required to pay to City, for the privilege of conducting such fueling activity at the Airport, a fuel flowage fee calculated to equal twenty cents (\$0.20) per gallon of fuel sold.
- b) An operator of an aircraft who contracts directly with a fuel wholesaler and has the fuel delivered by an into-plane agent, shall be required to directly pay the City a fuel flowage fee as specified above, but the into-plane agent shall not be required to pay the fuel flowage fee.

The fuel flowage fee shall be paid to City whether or not the fuel was sold or delivered on a discounted basis by an into-plane agent or on a contract basis, or sold or delivered free of charge.

- c) Any person who owns or operates a GA aircraft at the Airport and who is authorized by the Director to self-fuel such aircraft in accordance with applicable laws (and without purchase or delivery from a duly-authorized retailer at the Airport), shall be required to pay to City, for the privilege of conducting such fueling activity at the Airport, a self-fueling fee equal to twenty cents (\$0.20) per gallon of fuel delivered into such aircraft.

(ii) Payment and Reports

Any person engaging in fueling activities at the Airport for which a fee is assessed shall be required to submit monthly activity reports to the Airport regarding such activity in such form and detail, and at such time or times, as the Director may prescribe. Where applicable, such reports shall contain, at a minimum, the total amount of gallons purchased at wholesale, date of purchase and the retail price of fuel at time of retail sale or delivery. The

Director is authorized to assess late payment fees by: ~~(a) charging one percent (1%) per month for any overdue fees until paid in full, or (b) charging a flat amount of ten dollars (\$10.00) as a late payment fee, whichever method is readily available for implementation and billing and provides the highest fee.~~

~~c. **Noise and Safety Program Fees**~~

~~(i) **Noise and Safety Program**~~

~~The City has established a Noise and Safety Program for all GA tenants and licensees at the Airport. The costs of this program are to be calculated on a per-aircraft basis.~~

~~(ii) **City-Owned Aircraft Spaces – Recovery of Program Costs**~~

~~The Noise and Safety Program costs allocable to occupants of City-owned aircraft spaces shall be included in the monthly fees and charges specified under **Tie-Down and Hangar Fees** above.~~

**B. LANDSIDE OPERATIONS**

**1. Ground Transportation Definitions**

a. **Airport Roadways**

Any portion of the roadways at the Airport that ~~is~~are monitored by the City's ~~Automated Vehicle Identification (AVI)~~vehicle trip fee monitoring and collection System.

b. **Automated Vehicle Identification (AVI) System**

A system for automatic tracking of vehicle movement on the Airport roadways and in or on parking facilities which may include without limitation the placement of a transponder or other device upon a vehicle.

~~c. **Bus and Shuttle Operator**~~

~~c. **Ground Transportation Operators**~~

Any person or entity, including its drivers, employees and representatives, that uses the Airport roadways and infrastructure to transport passengers and passenger baggage for hire, ~~other than~~including: Limousines, Hotel Motel Courtesy Van Operators, Off-Airport Parking Lot Courtesy Van Operators, Taxicab Operators, ~~Transportation Network Companies~~App-Based Operators and off-airport car rental agencies. Bus and Shuttle Operators include, but are not limited to, Ground Transportation Providers exercising privileges granted by the California Public Utilities Commission as a Passenger Stage Corporation or as a

Charter-Party Carrier. Bus and Shuttle Operators do not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

~~d.~~ **Clean Fuel Vehicle**

~~Any vehicle rated SULEV (Super Ultra Low Emission Vehicle) by the California Air Resources Board; any hybrid vehicle pre-approved by the Airport between September 23, 2005 and November 7, 2005; and, any dedicated alternative fuel (non-gasoline, non-diesel) vehicle rated ULEV (Ultra Low Emission Vehicle) Level II or better, by the California Air Resources Board.~~

~~e.d.~~ **Commercial Courier Operators**

Any person or entity, including its drivers, employees and representatives, that uses the Airport roadways and infrastructure to transport property, baggage, or parcels not for use or consumption on Airport property. Commercial Courier Operators do not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity, or Bus and Shuttle Operators.

~~f.e.~~ **Dwell**

Time spent at the Airport waiting for a passenger pick up.

~~g.f.~~ **Gross Revenues (Off-Airport Parking Lot Courtesy Van Operators)**

Includes, but is not limited to, all monies or other consideration generated or received by a Parking Lot Courtesy Van Operator (including all Gross Revenues generated or received by such Parking Lot Courtesy Van Operator's joint venture partner(s), and/or equity partner(s), if any, for the use of the Airport in connection with the conduct of its business, unless specifically excluded below). Such monies or other consideration shall include transactions made at the Airport, or at an off-Airport location if such transactions are made with Airport customers that are either picked-up or dropped-off by a Parking Lot Courtesy Van Operator or its agent at the Airport. Such monies or other consideration are considered Gross Revenues even though payment occurs off-Airport. Gross Revenues shall include all such transactions, whether for cash or for credit, regardless of whether a final collection is made in credit transactions.

**Such monies or other consideration specifically shall include:**

- Fees paid for the use of parking spaces for motor vehicles, including but not limited to fees based upon a flat rate, monthly, daily or time charges;
- Fees generated from Airport customers that are picked-up and/or dropped-off by a Parking Lot Courtesy Van Operator or its agent at the Airport;
- Fees generated from contracted services with other Airport tenants and users, or other third parties; and,
- Other revenues including, but not limited to, washing or cleaning motor vehicles, and valet parking services.

**Such monies or other consideration specifically shall not include:**

- The amount of any federal, state, or local sales tax separately stated and collected from customers;
- The sale of uniforms or clothing, at the Operator's cost, when such uniforms or clothing are required to be worn by Operator's employees; and,
- Corporate discounts and rebates so long as such discounts are based on pre-arranged or negotiated corporate contracts, and the parking contract shows that such a discount has been applied; and Employee discounts, and promotional discounts (including frequent flyer programs between Parking Lot Courtesy Van Operator and any airline operations) where the parking contract shows that such a discount has been applied.

**h.g. Ground Transportation Provider**

Any person or entity authorized to engage in the business of picking up passengers and passenger baggage to or from the Airport and transporting them by ground transportation.

**h.h. Hotel/Motel Courtesy Operators**

Any person or entity, including its drivers, employees and representatives, that uses the Airport roadways and infrastructure to transport passengers and passenger baggage between the Airport and any hotel/motel located on or off Airport property, at no charge to the passenger. Hotel/Motel Courtesy Operators do not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

**h.i. Infrequent Operator**

Any Bus and Shuttle Operator, Commercial Courier Operator, Limousine Operator, Hotel/Motel Courtesy Operator, Parking Lot

Courtesy Operator, Taxicab Operator or any other Ground Transportation Provider that makes ~~twenty~~ or fewer Trips in any one-year period. Infrequent Operators do not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

~~k.~~ **Limousine Operator**

Any person or entity, including its drivers, employees and representatives, that uses the Airport roadways and infrastructure to transport passengers and their baggage for hire as a Charter-Party Carrier operating limousine, as defined by Section 5371.4 of the California Public Utilities Code. This category does not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

~~l.~~ **Minimum Rate of Fare**

A minimum fare for Taxicab Trips of ~~three (3) miles~~ one (1) mile or less departing from the Airport. The Minimum Rate of Fare includes the Trip Fee and Waiting Time Rate.

~~m.~~ **Motor Vehicle-Based and Mobile Unit Peddlers and Ice Cream Trucks**

These terms are defined in Title 6 of the San José Municipal Code in Chapter 6.54, "Peddler Permit Ordinance" and Chapter 6.39, "Ice Cream Trucks Permit".

~~n.~~ **On-Demand Passengers**

Passengers who have not pre-arranged ground transportation services prior to being picked up by a Ground Transportation Provider or Bus and Shuttle Operator at the Airport.

~~o.~~ **On-Demand System Dispatch Manager**

~~Any person or entity designated by City as the dispatch manager for the Airport on-demand ground transportation system.~~

~~p.~~

~~n.~~ **Off-Airport Rental Car Agency**

~~A person who engages in rental car commercial activity at the airport, without occupying or leasing premises within the airport boundaries, consisting of delivering rental cars to a customer at the airport and/or providing transportation to a customer at the airport for delivery of rental car services at a location outside the airport boundaries.~~

**Off-Airport Parking Lot Courtesy Van Operators**

Any person or entity, including its drivers, employees and representatives, that uses the Airport roadways and infrastructure

to transport passengers and their baggage between the Airport and any commercial parking lot located on or off Airport property. This category does not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

p. **Special Event**

Any public or private event lasting a period of one (1) to fourteen (14) days which is declared to be a Special Event by the Director. Examples of special events include, but are not limited to, concerts, festivals, community events, sporting or athletic events and conventions.

q. **Special Event Operator**

Any Bus and Shuttle Operator, Commercial Courier Operator, Limousine Operator, Hotel/Motel Courtesy Operator, Parking Lot Courtesy Operator, Taxicab Operator or any other Ground Transportation Provider that operates only during a Special Event. Special Event Operators do not include vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

r. **Taxicab Operators**

Any person or entity, including its drivers, employees and representatives, that uses the Airport roadways and infrastructure to operate vehicles to transport passengers for hire where charges are determined under Title 6 of the San José Municipal Code in Chapter 6.64, "Taxicab and Limousine Service Regulations" pursuant to a valid ground transportation permit issued by the Director. This category does not include Vehicles owned or operated by the City of San José, Santa Clara County or any other governmental entity.

s. **Taxicab Waiting Time**

When the taxicab is proceeding at a speed of thirteen (13) miles per hour or less in traffic, or when the taxicab is stopped for a period of time at the request of the passenger.

t. **Transportation Network Company (TNC)**

As defined under applicable state law, a company or organization operating in California that provides transportation services using an online-enabled platform to connect passengers with contracted drivers using their personal vehicles.

- u. **Trip**  
An entry onto any portion of the Airport Roadways to either pick up and/or drop off a parcel or passenger by a Vehicle operated by a Bus and Shuttle Operator, Commercial Courier Operator, Limousine Operator, Hotel/Motel Courtesy Operator, Parking Lot Courtesy Operator, Taxicab Operator, Transportation Network Company or any other Ground Transportation Provider that currently is subject to a Trip Fee pursuant to Part 7 of Chapter 25.08 of the San José Municipal Code to conduct commercial activities at the Airport.
  
- v. **Vehicle**  
Any automobile, truck, van, bus, limousine, motorcycle, bicycle, and other wheeled conveyances (except aircraft), operated by a Bus and Shuttle Operator, Commercial Courier Operator, Limousine Operator, Hotel/Motel Courtesy Operator, Parking Lot Courtesy Operator, Taxicab Operator, Transportation Network Company or any other Ground Transportation Provider, whether operated autonomously or by human intervention, in which any person or property can be transported upon land.

**2. Permit Fees**

- a. **Ground Transportation Operator Permit Fees**
  - (i) All Ground Transportation Operators (other than Infrequent Operators and Special Event Operators)

Permit Application Fee	<del>\$200</del> <u>150 - \$450</u>
(one-time, non-refundable)	
AVI System Tag Fee	<del>\$25.00</del> - <u>\$45</u> (non-refundable, for all new and replacement tags)
Missed Appointment Fee	\$50 - <u>\$100</u> per appointment
Dwell Fees	Up to a maximum of <u>\$510</u> per every half-hour, to be determined by the

Director of Aviation as  
set forth below

- (ii) Trip Fee for Bus and Shuttle Operators, Limousine Operators, Hotel/Motel Courtesy Van Operators, Taxicab Operators, Commercial Courier Operators ~~and, Transportation Network Companies~~; or any other commercial ground transportation operator that is permitted through the Airport

Trip Fee in the range of \$~~14~~.00 to \$~~1020~~.00 per Trip, as set by the Director, to be based on vehicle capacity and industry indicators, including: space capacity for the conduct of Ground Transportation activities, the quantity of vehicles in the Ground Transportation Program, the volume of Ground Transportation Operators accessing the Airport, ~~and~~ the volume of passengers using the Airport. ~~The Trip Fee for Clean Fuel and ADA Approved vehicles may be discounted by up to a 25% discount per trip, as approved by the Director, less than the Trip Fee for non-Clean Fuel/non-ADA Approved vehicles. Once the Trip Fee is established, the Director of Aviation shall thereafter review the Trip Fee on a biennial basis.~~ Any amendments to the Trip Fee shall be based on the above industry indicators. The Director may review and amend the Trip Fee on a more frequent basis so long as the Trip Fee is based on the industry indicators set forth above.

No less than thirty (30) days prior to the effective date of the Trip Fee, the Director ~~shall~~ provide written notice of the Trip Fee to all of the above-listed categories of Ground Transportation Operators holding valid permits.

- (iii) On-Demand System Management Fees:

Two fees apply to all operators in the On-Demand System:

- The Airport On-Demand Trip Fee in the range of \$~~04~~ to \$~~510~~ per trip, as determined by the Director, is charged to all operators in the On-Demand System, which may be collected directly by the Airport or through the On-Demand Dispatch Manager for payment to the Airport.
- The On-Demand Dispatch Services Manager will charge an On-Demand Dispatch Manager Fee, as

approved by the Director, for their services provided to the On-Demand System.

(iv) Infrequent Operators

Trip Fee (includes Application and Administrative Fees)  
\$5 to ~~\$30~~50 per ~~Trip~~Day

(v) Off-Airport Parking Lot Courtesy Operators

Trip Fee ~~\$1.00 - \$10.00~~ \$ - \$20  
per Trip; ~~or~~and

~~Trip Fee (Clean Fuel Vehicle) - \$1.00 - \$10.00 per Trip;~~  
~~plus~~

Ten to fifteen percent (10%-15%) of Gross Revenues from Off-Airport Parking Lot Operations per month.

(vi) Special Event Operators

Single Day Fee ~~\$5.00 to \$50.00~~ \$30-\$200

Seven (7) Day Fee ~~\$50.00 to \$500.00~~ \$200-\$800

Special Event Operator fees shall be set by the Director, to be based on industry indicators, including: space capacity for the conduct of Ground Transportation activities, the quantity of vehicles in the Ground Transportation Program, the volume of Ground Transportation Operators accessing the Airport, and the volume of passengers using the Airport.

b. Dwell Fee Set by Director

The Dwell fee, as indicated above, shall be set by the Director and shall be based on industry indicators, including: space capacity for the conduct of Ground Transportation activities, the quantity of vehicles in the Ground Transportation Program, the volume of Ground Transportation Operators accessing the Airport, and the volume of passengers using the Airport. Once the Dwell fee is established, the Director shall thereafter review the Dwell fee on a biennial basis. Any amendments to the Dwell fee shall be based on the above industry indicators. The Director may review and amend the Dwell fee on a more frequent basis so long as the Dwell fee is based on the industry indicators set forth above.

No less than thirty (30) days prior to the effective date of the Dwell fees, the Director of Aviation shall provide written notice of the Dwell fees to all Ground Transportation Operators holding valid permits.

c. ~~\_\_\_\_\_~~ **Rates and Fares for the Operation of Taxicabs at the Airport.**

(i) Minimum Rate of Fare

The Minimum Rate of Fare for taxicabs departing from the Airport is Fifteen Dollars ~~-\$15.00~~ for the first ~~three (3)~~ miles(1) mile or less. The Minimum Rate of Fare includes the Trip Fee and any Waiting Time Rate.

(ii) All other taxicab rates and fares, including Mileage Rates, Waiting Time Rates and any Surcharges are fixed and determined pursuant to Part 4 of Chapter 6.64 of the San José Municipal Code.

d. **Rates and Charges for Off-Airport Rental Car Firms or Application-Based ~~Rental Car~~ Vehicle Sharing Firms Coming onto Airport.**

(i) Administrative Permit Fee

\$200 - \$400 ~~monthly~~

~~(ii) \_\_\_\_\_~~ Gross Revenues Fee

10%-15% of the rental car firm's Gross Revenue (as defined below) per month ~~subject to a minimum threshold of \$20,000~~

Gross Revenues (solely for Off-Airport or Application-Based ~~Rental Car~~ Vehicle Sharing Firms purposes) means, and shall include, but not be limited to, all monies or other consideration generated or received by the operator (including all gross revenues generated or received by operator's sub-tenant(s), joint venture partner(s), and/or equity partner(s), if any) for the conduct of its business, unless specifically excluded below. Such monies or other consideration shall include transactions made at the Airport, or at an off-Airport location if such transactions are made with Airport customers that are either picked-up or dropped-off by the operator or its agent at the Airport. Such monies or other consideration are considered Gross Revenues even though payment and/or delivery of the

motor vehicle occurs off-Airport. Gross Revenues shall include all such transactions, whether for cash or for credit, regardless of whether a final collection is made in credit transactions, and shall also include orders taken by mail, telephone, fax, or other methods of communication, regardless of whether actual delivery of the motor vehicle or other product or service is made at the Airport.

Gross Revenues shall be determined by the total of charges on the face of the customer invoice, less any charges specifically excluded in this definition of Gross Revenues.

**Such monies or other consideration specifically shall include:**

- ~~a)~~ — All charges, including, but not limited to, time and mileage charges and separately stated fees for short or long-term rental or leases of vehicles and other related or incidental services or merchandise, and any other items or services, made at or from the Airport, regardless of where the vehicles or services are delivered to or returned;
- ~~b)~~ — Fees generated from Airport customers who are picked-up and/or dropped-off by the operator or its agent at the Airport;
- ~~c)~~ — Fees paid for acceptance of personal accident insurance or coverage, or paid for other types of insurance or coverage (except collision damage waiver coverage (CDW) or loss damage waiver (LDW));
- ~~d)~~ — All charges attributable to any vehicle originally rented at the Airport which is exchanged at any other location;
- ~~e)~~ — All amounts charged to the customer for insurance offered by the operator incidental to the rental of such vehicles, including but not limited to personal accident insurance;
- ~~f)~~ — ~~All amounts charged to operator's customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by the operator;~~

- ~~g)~~ — Fees generated from contracted services with other Airport tenants and users, or other third parties; and
- ~~h)~~ — Other rental fees including, but not limited to, rental of infant car seats, or other rentals.

~~(iii)~~ **Such monies or other consideration specifically shall not include:**

- ~~a)~~ — The amount of any federal, state, or local sales tax separately stated and collected from customers;
- ~~b)~~ — Fees paid for acceptance of CDW coverage or LDW only (or such other type of coverage by which fees are intended to provide coverage protection only for damage to rental vehicles);
- ~~c)~~ — The sale of uniforms or clothing, at the operator's cost, when such uniforms or clothing are required to be worn by the operator's employees;
- ~~d)~~ — The resale of petroleum products, including fuel and oil, provided that such resale fees are stated as a part of the operator's standard Agreement with its customer;
- ~~e)~~ — Corporate discounts and rebates, so long as such discounts are based on pre-arranged or negotiated corporate contracts, and the car rental contract on its face shows that such a discount has been applied;
- ~~f)~~ — Employee discounts, and promotional discounts (including frequent flyer programs between the operator and any airline operations) where the car rental contract shows that such a discount has been applied;
- ~~g)~~ — Any amounts received as insurance proceeds or otherwise for damage to vehicles or other property of the operator, or for loss, conversion or abandonment of such vehicles;
- ~~h)~~ — All non-revenue rentals to employees of the operator;
- ~~i)~~ — Revenue from the wholesale transfer of salvage vehicles; and

- ~~j)~~ Revenues derived from the sale of used, fleet, motor vehicles.

~~(ivii)~~ The rate for off-Airport rental car operations with passenger pick-ups and drop-offs at the Airport shall be established by the Director and shall be ten to fifteen percent (10%-15%) of the off-Airport operator’s Gross Revenues. \_\_\_

~~(v)~~ A minimum threshold of \$20,000 is established whereby an off-Airport rental car operator will not pay a percentage fee for monthly Gross Revenues which fall below \$20,000.

**e. Motor Vehicle-based and Mobile Unit Peddlers and Ice Cream Trucks Permit Fee**

The monthly permit fee for the Motor Vehicle-based and Mobile Unit Peddlers and Ice Cream Trucks at the ~~Norman Y. Mineta San José International~~ Airport is established as follows, as set by the Director:

Airport Motor Vehicle-based and Mobile Unit Peddlers and Ice Cream Trucks Permit Fee	\$300-\$500 per month
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**C. AIRPORT PARKING**

**1. Definitions**

**a. Hourly Public Parking**

Airport parking facilities ~~generally located closest available~~ to the ~~public on~~ Airport terminals, which may be designated by the Director from time to time with terms such as “Hourly” or “Short Term”. property.

~~b.~~ **Daily Parking**

~~Airport parking facilities generally located further from the Airport terminals than Hourly Parking but closer to the Airport terminals than Economy Parking, which may be designated by the Director from time to time with terms such as “Daily,” “Intermediate” or “Mid-Term”.~~

~~c.~~ **Economy Parking**

~~Airport parking facilities generally located further from the Airport terminals than both Hourly Parking and Daily Parking, which may~~

~~be designated by the Director from time to time with terms such as “Economy,” “Long-Term” or “Remote”.~~

**db. Employee Parking**

Airport parking facilities that are designated by the Director from time to time either for use by the City for employee parking purposes or for parking by employees of Airport tenants, contractors, permittees or licensees.

**ec. Temporary Non-Public Parking**

Airport parking facilities that are designated by the Director from time to time to be made available to Airport tenants, contractors, permittees or licensees to support their commercial operations.

**2. Airport Parking Rates:**

**a. Public Parking**

For Public Parking, as designated by Director, the rate charged for each vehicle parking space shall be:

Subject to the following adjustments: (a) a maximum charge of \$0.00 to ~~\$96~~150.00 for parking for a period not exceeding 24 consecutive hours, as such maximum charge may be established from time to time by the Director in accordance with the provisions of Section (m), and (b) a charge of \$0 to an amount not exceeding ~~\$3~~10.00 for parking for each fifteen, twenty or thirty minute period, or any portion thereof, as such charge may be established from time to time by the Director in accordance with the provisions of Section (q).

Except as otherwise provided in Section (m), additional time parked in excess of any consecutive 24-hour period shall be charged for by applying the same rates and charges to all time parked after the respective 24-hour period.

No charges will be applied if exit is within a period of time as established from time to time by the Director ranging from zero to ~~sixty minutes~~three hours.

**b. Employee Parking**

In the portion of the Airport Parking Facilities designated by the Director for use by employees of Airport tenants, contractors, permittees, or licensees, the following rates, fees and charges shall apply:

Initial distribution of card/permit                      ~~\$10.00 - \$50.00~~ -\$100  
(nonrefundable)

Failure to return card/permit \$25.00 ~~– \$75.00~~ - \$150  
(nonrefundable)

Monthly Employee Parking Usage Charge  
All Employee Parking Facilities \$10.00 ~~– \$150.00~~ - \$200  
(per vehicle)

c. **Temporary Non-Public Parking**

For Temporary Non-Public Parking, the rate charged for parking shall be a maximum daily charge of \$2.00 to \$20.00 for each vehicle parked for all or any portion of any 24-hour period; as such charge may be established by the Director from time to time.

d. **Oversized Vehicle**

Any oversized vehicle occupying more than one space in the various parking facilities will be assessed a fee equivalent to the number of spaces occupied by that vehicle.

e. **Urgency Economy Rate Procedures**

The Director is hereby authorized to approve the use of ~~Hourly~~ the lowest available Public Parking and Daily Parking posted rate for Economy Parking parking patrons on an urgency basis when Economy lots the lowest-priced lot(s) is/are filled to capacity, and to charge Economy Parking rates the lowest available posted rate in connection with such use. The Director shall ~~approve such use through issuance of a parking ticket and shall~~ take adequate steps to insure appropriate use of such tickets procedures.

f. **Lost Ticket**

If the time of entry to the parking facility cannot be ascertained by reason solely of the patron's loss of or inability to produce a parking ticket to determine when parking commenced, the parking charge shall be computed by multiplying the applicable maximum rate times the number of days the vehicle license number or other vehicle identification number has been recorded as being within the parking facility. If the vehicle license number or other vehicle identification number has not been recorded, and the length of stay cannot otherwise be confirmed through customer airline ticketing or documentation, the maximum per-day rate charge shall be the maximum 24-hour rate for the facility in which the vehicle was parked.

g. **Suspension of Charges**

Notwithstanding the foregoing provisions, the Director or the Director's designated representative may permit vehicles to exit

Airport Parking Facilities without charge if any or all of the following conditions apply:

- (i) The Director or the Director's designated representative determines that the normal waiting time under acceptable levels of service has been exceeded.
- (ii) The Director or the Director's designated representative determines that Airport traffic congestion will be relieved by the diversion of traffic to any of the parking lots; any vehicle which is diverted to any such parking lot may be permitted to exit without charge for the first twenty minutes of parking.
- ~~(ii)~~(iii) The Director or the Director's designated representative determines and substantiates that a hardship involving an Airport patron's person or damage to property while on the Airport has occurred, or emergency circumstances exist.

h. **Adjustment of Charges**

Notwithstanding the foregoing provisions, the Director or the Director's designated representative may evaluate the circumstances surrounding a dispute over the calculation of a parking charge and adjust such fee if he or she believes that the circumstances warrant the adjustment.

i. **Fee Adjustment**

The Director may ~~grant authorization to authorize~~ the parking contractor ~~for processing to process~~ parking fee adjustments of ~~\$3.00 or less~~ without the prior approval of Director, provided that the adjusted fee is no less than 60% of the posted parking rate only if the parking contractor determines that the normal waiting time under acceptable levels of service has been exceeded. The parking contractor must submit documentation in form and substance satisfactory to Director, within the time period determined by Director, substantiating each authorized adjustment. Prior to implementing any fee adjustment pursuant to this Section, the parking contractor must obtain the Director's approval of a procedure to be followed for each adjustment, which must include adequate security precautions.

j. **Computation of Parking Time**

The Director may authorize a designated period ranging from 0 to 30 minutes from any Airport Parking Facility which shall not be included in the computation of parking time for the purposes of fixing the fees, rates and charges under this Resolution to accommodate customer delays in exiting the specific parking facility due to traffic congestion, equipment malfunction, or other operational issues as approved by Director.

k. **Validation of Parking Tickets Pursuant to Validation Agreement**

(i) Validated Parking Tickets.

Parking tickets issued for ~~the Hourly, Daily or Economy~~ Parking public parking may be validated as provided in this Section (o). A validated parking ticket shall entitle the holder to the amount of time validated without charge, and the rates, charges and fees stated in subsections (a), (b), and (c), shall apply to parking for any time exceeding the amount of time validated.

(ii) Validation Agreement.

The Director may permit any of the City's tenants, licensees, concessionaires or permittees at the Airport to validate parking tickets issued to the patrons of such tenants, licensees, concessionaires or permittees at their premises at the Airport for use of parking spaces in the Airport Parking Facilities. Permission may be granted pursuant to a written validation agreement substantially in the same form as Exhibit A, attached hereto and entered into between the Director or the Director's designated representative, on behalf of the City, and such tenant, licensee, concessionaire, or permittee. The Validation Agreement shall be approved as to form by the City Attorney and filed with the City Clerk.

(iii) Obligation of Validator.

Any tenant, licensee, concessionaire or permittee who has entered into a Validation Agreement with the City shall be referred to as a "validator." A validator is permitted to issue a ticket validation for a specific period of time as set forth in the form of Validation Agreement in Exhibit A, which period of time shall not exceed twenty-four (24) hours. A parking ticket may be validated only once. The maximum amount of time for which a parking ticket may be validated shall be twenty-four (24) hours. Unless exempted by City, a validator shall be required to pay the City for each validated ticket and the amount of payment shall be as stated in the validation agreement. Validators shall validate parking tickets only for their customers at their place of business at the Airport.

I. **Validation of Parking Tickets by the Director of Aviation:**

- (i) Upon request of any person designated in this Section (p), the Director or his or her designated representative is authorized to validate a ticket issued to such person for parking in the Airport Parking Facilities at the Airport, provided that such validation is subject to and in accordance with San José Municipal Code Section 25.16.050 and if any or all of the following conditions apply:
  - a) If the Director or the Director's designated representative determines that the normal waiting time under acceptable levels of service has been exceeded.
  - b) If the Director or the Director's designated representative determines that Airport traffic congestion will be relieved by the diversion of traffic to any of the parking lots; any vehicle which is diverted to any such parking lot may be permitted to exit without charge for the first twenty minutes of parking.
  - c) If the Director or the Director's designated representative determines and substantiates that a hardship involving an Airport patron's person or damage to property while on the Airport has occurred, or emergency circumstances exist.
- (ii) The Director or the Director's designated representative shall, whenever validation is otherwise provided for in this Section:
  - a) Validate each parking ticket which is issued for parking in any Airport Parking Facility at the Airport.
  - b) Validate each parking ticket only once, and each validation shall be for a time no longer than is reasonably necessary to allow a designated person to be in attendance at the meetings or projects described in San José Municipal Code Section 25.16.050.
- (iii) A parking ticket which is validated by the Director or the Director's designated representative shall entitle the ticket holder to park without charge for the time for which the Director or the Director's designated representative has validated such ticket.

m. **Adjustment of Drive-up Parking Rates and Computation of Parking Time by Director**

The Director is authorized to increase or decrease the parking fees, rates and charges from time to time in accordance with the amounts specified in this Resolution if the Director determines that such an adjustment in the parking fees, rates and charges will facilitate the optimum use of spaces in the Airport Parking Facilities in a cost and revenue efficient manner considering both volume of traffic and convenience to the general public. The Director shall only increase or decrease the parking fees, rates and charges upon providing reasonable notice to the public by posting of appropriate signs at the entrance to the various public lots, or by notifying tenants and employees for employee lots.

n. **Decreases – Airport Parking Facilities-**

In increasing or decreasing the maximum daily rates for the Airport Parking Facilities pursuant to this Resolution, the Director may authorize the collection of parking charges for vehicles which entered the Airport Parking Facilities prior to the effective date of this Resolution, but exit after the effective date of this Resolution, at the lower maximum daily rate.

o. **Parking Programs-**

The Director may establish a parking program or programs available to the public, whereby the customer may prepay for parking services for a specified period of time, obtain guaranteed parking, is provided additional services or discounts related to loyalty or repeat parking facility uses or similar parking programs to assist in parking facility use. The Director may establish parking rates based on the type of program established and based on the projected occupancy of the Airport parking facilities, the passenger demand, and to maintain or improve overall parking revenues, that would allow a maximum discount of up to seventy percent (70%) of the prevailing daily parking rate for the facility. The Director shall provide notice of the Program(s) and applicable rate in conformance with Section m above.

p. **Parking Promotions-**

The Director is authorized to establish promotional parking programs that would allow a maximum discount of up to seventy percent (70%) of the revenue that would have been generated from the posted rate structure. These programs shall occur in accordance with Section m of this Resolution and only if the Director determines that such programs will enhance customer service, increase revenue generation, and/or support air service. These promotions may be based on coupon, advertised

promotions, dollars off promotions, specific promotional time periods, or other means.

q. **Valet Parking**

The Director is authorized to approve valet parking rates up to double the posted ~~Hourly rate~~daily self-park rates. This rate may be structured upon full analysis of the expenses, revenues and potential activity of the proposed service, as determined by the Director.

r. **Reserved Parking**

The Director is authorized to approve reserved parking rates up to seventy percent (70%) above the posted ~~rates~~. This rate may be structured upon full analysis of the expenses, revenues and potential activity of the proposed service, as determined by the Director.

s. **Customer Service**

The Director is authorized to increase or decrease the amount of time not included in the computation of parking time as set forth in Section 2 of this Resolution. This adjustment shall occur only if the Director determines that such adjustment will facilitate customer service and is necessary or prudent to enable the Airport to maintain its competitiveness with other Bay Area Airports.

The Director or his or her designated representative is also authorized to issue reduced parking rate vouchers of up to seventy percent (70%) off of the posted Hourly, Daily or Economy parking rate to customers who have filed written complaints of poor customer service for use on a qualifying future visit, and whose complaint, upon investigation by Director or his or her designee, is determined to be valid at the sole discretion of the Director or his or her designee.

t. **Electric Vehicle (EV) Charging Stations**

The rates charged for use of an electric vehicle charger shall be between \$0 and ~~\$5~~100 per use, plus up to the current charge for electricity per kWh. The Director shall consider the following factors in setting the rates: the Airport's cost in providing, operating and maintaining the EV charging units, the number of users and the level of use, and the rates charged by other municipalities, airports and third~~-~~party operators of EV charging stations.

**D. BADGING FEES**

**1. Fees**

The fees, rates and charges for the issuance of Airport badges and processing fingerprints are established as follows:

Fingerprint Fees	\$ <del>0</del> 60.00 to \$100.00
<del>Missed Badging Appointment Fee</del>	<del>\$25.00 to \$50.00</del>
Missed Appointment – <del>Testing</del> Fee	\$ <del>0</del> 50.00 to \$ <del>50</del> 100.00
Badge Issuance (New and Renewal)	\$ <del>0</del> 50.00 to \$75.00
<del>Badge Accessories</del> <u>Sterile Area Pass</u>	\$0.00 to \$ <del>50</del> 100.00
Replacement Badge	\$ <del>25</del> 50.00 to \$100.00
Ramp Validation Stickers	\$ <del>0</del> 5.00 to \$15.00
<del>Fee for</del> Lost or Stolen Badge <u>Fee</u>	\$ <del>1</del> 50.00 to \$500.00
Lost or Stolen Cyberkey	\$250.00 to \$350.00
Lost or Stolen Cybercore/lock	\$250.00 to \$350.00

All of the above-listed fees are non-refundable, except the fee for a Lost or Stolen Badge may be waived if the Airport badge is returned within thirty (30) days of the date it is reported lost or stolen. City Government employees shall be subject to all fees for lost, stolen or replacement items only, unless otherwise mutually agreed to. Tenants, permittees, vendors, and contractors may not charge replacement cost fees or penalties back to the City under any circumstances.

**2. Adjustment of Badge and Fingerprint Fees by Director**

The Director is hereby authorized to increase or decrease the Badge and Fingerprint Fees from time to time within the ranges specified above if the Director determines that such an adjustment in the Badge and Fingerprint Fees will move closer to achieving cost recovery for the Airport Badging Office or shall encourage additional tenant responsibility of access media which is critical for compliance with TSA requirements.

**SECTION 3. ASSET MANAGEMENT**

**A. AIRPORT LAND AND STRUCTURES**

1. **Definitions.**

a. **High Load Bearing Pavement**

That portion of the Terminal Aircraft Apron or ramp which is paved with reinforced concrete and made available for the parking of aircraft, vehicles, or ground support equipment.

b. **Low Load Bearing Pavement**

Those portions of improved land on the Airport which are paved with asphalt and are permitted to be used in support of business operations other than operations which are conducted on the Airport Terminal Aircraft Apron or ramp or at the municipal off-street parking areas of the Airport.

~~c. **Passenger Carrier**~~

~~Any Air Carrier, including, but not limited to, charter operations and air taxi flight operators, which is engaged principally in the conduct of passenger air carrier operations on a regularly-scheduled or itinerant basis to and from the Airport.~~

~~dc.~~ **Structure**

Any building or structure on the Airport which is owned by the City of San José, except hangar and tie-down facilities (for which fees and charges are established pursuant to Section 2.A.2.a. of this resolution) and except passenger air carrier facilities.

~~e-d.~~ **Unimproved Land**

Any vacant, unimproved and unpaved real property on the Airport.

2. **Fees**

a. **Fees and Charges Formula for Unimproved Land**

- (i) The Annual Rental Fee for the use of unimproved land by any person will be the last and highest rate.
- (ii) Prior to the start of each Fiscal Year, the Annual Rental Fee shall be recalculated based upon the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers, All Items, for the San Francisco-Oakland-Hayward Metropolitan Area (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI") over the period described below. The CPI shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base different from the

base period (1982-84 = 100) used above, the base figure shall be converted under a formula supplied by the Bureau. If the above-described CPI is no longer published, the Director shall substitute another index generally recognized as authoritative.

- (iii) The Base Figure for each recalculation shall be the latest CPI published prior to the start of the then current Fiscal Year. For example, the Base Figure for the recalculation for Fiscal Year ~~2007-2008~~2025-2026 shall be the CPI published for April 20026 (the latest CPI published prior to July 1, 20026).
- (iv) The Index Figure for each recalculation shall be the latest CPI published prior to the start of the next Fiscal Year. For example, the Index Figure for the recalculation for Fiscal Year ~~2007-2008~~2025-2026 shall be the CPI published for April 200726 (the latest CPI published prior to July 1, 200726).
- (v) For each Fiscal Year, if the Index Figure has increased over the Base Figure, the Annual Rental Fee for unimproved land payable for that Fiscal Year shall be determined by calculating the percentage increase of the Index Figure over the Base Figure. For example, assuming the Base Figure is 110 and the Index Figure is 121, the percentage to be applied is  $121/110 = 1.10 = 110\%$ . That percentage shall be applied to the Annual Rental Fee then in effect to calculate the Annual Rental Fee for the next Fiscal Year.
- (vi) If the CPI decreases over any period for recalculation, the Annual Rental Fee for unimproved land shall remain unchanged until the next period for recalculation in which there is an increase in the CPI.
- (vii) If local real estate market conditions indicate that land values are increasing at a greater rate than the CPI, the Director is authorized to cause a reappraisal of the value of unimproved land at the Airport by a qualified appraiser. The new Annual Rental Fee for use of unimproved land at the Airport effective as of the start of the next Fiscal Year shall be ten percent (10%) of the appraised value of unimproved land at the Airport. Subject to the Director's authority to cause a reappraisal of the value of unimproved land at the Airport for the subsequent Fiscal Year, subsequent Fiscal Year adjustments to the Annual Rental

Fee shall be made pursuant to the CPI recalculation procedure described above.

- (viii) The Director shall file notice of the revised Annual Rental Fee for unimproved land with the first quarterly report of each succeeding Fiscal Year pursuant to San José Municipal Code § 25.08.030.

b. **Fees and Charges Formula for Pavement**

- (i) The Annual Rental Fee for the use of high load bearing pavement by any person will be the last and highest rate.
- (ii) The Annual Rental Fee for the use of low load bearing pavement by any person will be the last and highest rate.
- (iii) Prior to the start of each subsequent Fiscal Year, the Annual Rental Fee shall be recalculated based upon the percentage increase in the CPI using the methodology as described in Section 2.a. above.
- (iv) The Director shall file notice of the revised Annual Rental Fee for unimproved land with the first quarterly report of each succeeding Fiscal Year pursuant to San José Municipal Code §25.08.030.

c. **Fees and Charges Formula for Structures**

- (i) The fees and charges for use of any structure shall be determined by the latest appraisal of the structure together with the land (if applicable). The appraisal shall establish the Fair Market Value of the structure or portion thereof on a per square foot per year basis. A Rate of Return of Ten Percent (10%) shall be applied to the Fair Market Value to arrive at the Fair Market Value Fee, as follows:

Per Square Foot Fair Market Value	X	10% Rate of Return	=	Annual Fair Market Value Fee
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- (ii) The Annual Fair Market Fee may be adjusted each Fiscal Year in accordance with either the Consumer Price Index for a relevant Metropolitan Area, or a reappraisal of the structure. The Director shall have the authority to determine, in each lease, permit or license issued for use of a structure, whether the fee therefore should be revised in accordance with the CPI or a reappraisal.

- (iii) The amounts of Fair Market Value Fees for any structure shall be filed in the quarterly reports filed by the Director pursuant to San José Municipal Code §25.08.030.

d. **Federal Inspection Service Facility Use Fee.**

(i) General.

Any Passenger Carrier providing international carriage of persons at the Airport and which uses the Federal Inspection Service (FIS) Facility on the Airport for the conduct of its operations, shall be required to pay the fees specified in this Resolution, in addition to any other fees, charges, or rentals required in this Resolution or under any operating agreements, leases, licenses or permits.

(ii) FIS Facility Fee.

A Federal Inspection Service Facility Fee (FIS Fee) shall be charged to each Passenger Carrier using the FIS Facility. The fee shall be assessed on a per passenger basis and shall be established by the Director at a fee ranging from \$1 to \$20. When establishing the rates, the Director will consider two factors:

- a) Market rates at competing airports
- b) Estimated actual cost per passenger using the FIS Facility

The Director is authorized to adjust the FIS Fee at any time during any Fiscal Year upon notice and consultation with the airlines, as necessary to cover the costs to operate and maintain the FIS Facility.

e. **Use of Land Displacing Public Parking**

(i) General.

The following fees and charges are established for the use of any land at the Airport which results in the displacement of paid parking within those areas designated by Council Resolution as municipal off-street parking facilities at the Airport.

(ii) Fee Formula for Displaced Parking Areas.

The fees and charges for any use of a paid parking area which displaces paid public parking shall be determined according to the following formula:

- a) The total net revenues from the prior Fiscal Year for the applicable parking area shall be divided by the total number of parking stalls in the area (Daily or Hourly Lot) to arrive at a dollar amount for the Annual Parking Stall Value in the appropriate Daily or Hourly Lot, as follows:

$$\frac{\text{Total Net Revenues}}{\text{Total of Parking Stalls in Applicable Lot}} = \text{Annual Parking Stall Value (\$ (Daily/Hourly Lot))}$$

- b) A Rate of Return of ten percent (10%) shall be added to the Annual Parking Stall Value for administration and profit.
- c) Fees and charges for the use of Airport property which displaces paid public parking shall be equal to the Annual Parking Stall Value (plus 10%) multiplied by the number of stalls displaced, to arrive at a total dollar amount for the area to be leased, licensed, or permitted pursuant to the Municipal Code. This total dollar amount may then be divided by the total number of square feet to be utilized by the tenant, licensee, or permittee to arrive at the per square foot value for the particular agreement.
- (iii) Until recalculated in accordance with Section 3.A.2.e.(iv) below, the Annual Parking Stall Value is Six ~~Thousand~~ ~~Nine~~ Hundred ~~Seventy~~~~Thirty~~ ~~Five~~ Dollars (~~\$6706,935.00~~) per stall (Daily Lot) and ~~Two~~~~Eleven~~ Thousand ~~Nine~~~~Three~~ Hundred ~~Thirty~~~~Fifteen~~ Dollars (~~\$2,93011,315.00~~) per stall (Hourly Lot).
- (iv) The Director shall, within thirty (30) days of the close of each Fiscal Year, recalculate the Parking Stall Fee and shall file notice of the revised Fee with the first quarterly report of each succeeding Fiscal Year, in accordance with Municipal Code § 25.08.030.

**f. Non-Airline Terminal Space.**

- (i) Effective each July 1, the annual rental rate for non-airline tenant use of terminal space will be set using the Airline-Airport Lease and Operating Agreement.
- (ii) The Director shall have the discretion to include an Airport return on investment of up to 25% on the above computed cost for rental of non-airline terminal space. This return on investment will be determined during the annual development of rental rates for airline tenants and will facilitate the optimum use of the terminal space in a cost and revenue efficient manner. The determination of the return on investment will consider and maximize the highest and best use of limited Airport property.
- (iii) The Director shall have the discretion to set the annual rental rate for non-airline tenants at up to a 75% discount off of the Group A, Group B, or Group C space rates, as established in Section 9.03.2 of the Airline-Airport Lease and Operating Agreement, if at any time during any Fiscal Year the Director determines that: (i) such an adjustment in the daily rates will facilitate the lease of available space at the Airport; or (ii) an adjustment in the daily rates is necessary to remain competitive with other comparable airports.

**B. AERONAUTICAL ACTIVITY SUPPORT SERVICES**

The following fees and charges are established for the aeronautical activity support services described below and conducted at the Airport pursuant to permits, licenses or leases issued by the Director pursuant to the Municipal Code provisions specified.

**1. Air Carrier Fueling**  
(S.J.M.C. § 25.08.350)

For the provision of fueling services to all Air Carriers, a fee, as established by the Director, of:

<u><a href="#">Air Carrier Fueling</a></u>	<u><a href="#">\$400-\$600/month</a></u>
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**2. Ground Handling Services/Support Services – Air Carrier or General Aviation**

(S.J.M.C. § 25.08.350)

For performance of one or more ground handling/support services to Air Carriers or to General Aviation operators at the Airport, including but not limited to interior or exterior washing/cleaning, aircraft tow-in and push-back, baggage and cargo handling, passenger courtesy services (including but not limited to wheelchair service, “Skycap” services, etc.) aircraft engine oil servicing, contracted or on-call aircraft maintenance, security related services, holdroom/gate area(s) and/or operational area(s) custodial services, aircraft water and lavatory servicing, aircraft electrical and air power boost servicing, ground support equipment repair, maintenance, and washing/cleaning, and any other commercial operating services, the following fee, as established by the Director, shall apply:

Ground Handling Services/Support – Air Transportation Companies/General Aviation	\$200-\$400/month AND 10%-15% of monthly gross revenues
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The Ground Handling Services/Support – Air Carriers/General Aviation Fee is calculated on Gross Revenues exclusive of monthly permit fees paid to the Airport.

3. **Administrative Fueling Permit Fees (Air Carrier, FBO, Corporate and Other)**

For the processing of any type of fueling permits, an administrative fee for each issuance and for each renewal of the permit shall be charged in addition to the fueling fees authorized in subdivision 2.C.6 above, the following administrative fee, as established by the Director, shall be charged:

Fueling Permit Fees	<del>\$200-\$400</del> -\$600 per issuance or renewal
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**C. AIRPORT TECHNOLOGY SERVICES**

The Director shall be authorized to determine cost recovery fees for providing Airport Technology Services. The Director shall have the discretion to include an Airport return on investment of up to 25% on the computed cost for these services. This return on investment will be determined during the annual development of rental rates for airline tenants and will facilitate the optimum use of services and infrastructure. The determination of the return on investment will consider and maximize the highest and best use of Airport technology.

**SECTION 4. MISCELLANEOUS FEES**

**A. ACCOUNTING FEES**

**1. Security Deposits**

The Director is authorized to provide, in permits, licenses, and leases, for permittees, licensees, and tenants to establish a reasonable security deposit with the City to be held without the accrual of interest. No such security deposit shall be less than an amount equal to fees and charges for at least two months of each such agreement.

**2. Delinquent Report Fee**

For those permits, licenses, or leases in which the permittee, licensee, or tenant is required to submit monthly, or other required reports, the following delinquent report fee is hereby established for each calendar day that such report is not timely received by City. The Director is hereby authorized to assess and collect said fee.	\$25- <del>\$50</del> <u>100</u> per calendar day after due date
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**3. Late Payment Fee**

For any fee or charge that is not timely received by City and which is required to be paid pursuant to the provisions of a permit, license, or lease, the Director is authorized to assess and collect an amount up to three percent (3%) per month of the amount that is late, calculated from the date that payment is deemed to be delinquent until the date payment is received by City.

Late Payment Fee	1%-3% per month of delinquent amount
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**4. Agreement Transfer Fee**

Any request by a tenant for approval of a sublease, assignment, mortgage, pledge or other encumbrance to any third party shall be subject to a \$1,000-~~00~~-\$2,500 administrative fee for costs incurred by such request.



- c. an administrative fee of ten to twenty percent (10%-20%), plus
  - d. all taxes, charges and assessments relating to Fuel covered by the invoice (including, without limitation, penalties and interest) for the delivery, storage, sale, use, dispensing, handling and transportation of Fuel that City may be required to or does pay or collect under federal, state, county or municipal law.
3. The Director is authorized to provide in the agreement for the purchase of Fuel that the purchasers pay to City a reasonable security deposit to be held by City without the payment or accrual of interest. No such security deposit shall be less than an amount equal to the average amount which purchaser is invoiced by City for any two consecutive month periods.
  4. Fuel Card Key: The fees, rates and charges for the issuance of Fuel Card Keys are established as follows:

Initial Card Issuance	\$10.00 to \$ <del>2040</del> .00
Fee for Lost Card	\$50.00 <del>to \$100.00</del>
Replacement Card	\$10.00 to \$ <del>2040</del> .00

~~D. COMPRESSED NATURAL GAS FUEL~~

- ~~1. Definitions.~~
  - ~~a. CNG – Compressed Natural Gas.~~
  - ~~b. GGE – Gasoline Gallon Equivalent.~~
  - ~~c. POVs – Privately Owned Vehicles.~~
- ~~2. The Director shall set a price per GGE for the sale of CNG Fuel at the City owned CNG fueling facility at the Airport (Airport’s CNG fueling station), taking into account the following factors:~~
  - ~~a. All costs (including applicable taxes) incurred by the City to provide CNG fuel at the Airport’s CNG fueling station, including but not limited to the City’s amortized costs to design and build the Airport’s CNG fueling station, any fees payable by the City to operate and maintain the Airport’s CNG fueling station, and the City’s costs for natural gas and electricity to the Airport’s CNG fueling station.~~
  - ~~b. The local CNG Fuel price per GGE charged to POVs that are operated on CNG, as determined by a monthly survey of any three (3) CNG fueling stations located in Santa Clara, San Mateo, San Francisco or Alameda Counties.~~

~~3. The Director shall have the discretion to set the price per GGE, expressed as \$/GGE, for the sale of CNG Fuel at Airport's CNG fueling station at a level that best serves the interests of the Airport and the community. The Director is authorized to increase or decrease fueling rates to facilitate the optimum use of the Airport's CNG fueling station in a cost and revenue efficient manner, considering both volume demand and benefits to the City, Airport and the general public.~~

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall become effective upon approval by the City Council  
\_\_\_\_\_, ~~2019~~26, and Resolution ~~792697564~~ is hereby repealed.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

\_\_\_\_\_  
MATT MAHAN  
Mayor

ATTEST:

\_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk

**EXHIBIT A**

AGREEMENT AUTHORIZING VALIDATION OF  
PARKING TICKETS BY

AT THE SAN JOSE MINETA INTERNATIONAL  
AIRPORT PARKING FACILITIES

This Validation Agreement, dated for convenience, \_\_\_\_\_, 20\_\_, is entered into by and between City of San José, a municipal corporation of the State of California (“City”), and \_\_\_\_\_, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_ (“Validator”).

For and in consideration of their mutual promises and subject to the following terms, provisions and conditions, City and Validator agree:

1. Validator shall validate parking tickets issued by City to airport patrons of Validator for the use of City’s municipal off-street parking facilities (“Airport Parking Facilities”) at the San José Mineta International Airport (“Airport”). The forms of validation may include, without limitation, validation stamps, validations by machine imprint or perforation, validation vouchers or tickets, or other forms as approved by the Director of Aviation.
2. Pursuant to this Validation Agreement, Validator may validate parking tickets for use of Airport Parking Facilities for periods not exceeding \_\_\_\_\_ [Specify hours, not to exceed twenty-four (24)]. Validator shall be required to pay City for the amount of any validated ticket approved by Validator which exceeds the specified number of hours allowed in this Validation Agreement.
3. Validator shall validate parking tickets only for patrons of the \_\_\_\_\_ [specify Lot(s)] occupied by Validator at the Airport, and Validator shall not accept, charge, or receive any money, thing of value, or other consideration for any parking ticket validation. Validator shall pay to City an amount of money equal to the Parking Lot rate which City would otherwise have been entitled to charge and receive for the validated time of parking under such parking ticket.
4. This Validation Agreement shall have a term commencing \_\_\_\_\_ [Date] and ending \_\_\_\_\_ [Date]. [The term must be limited to three years or less.] This Agreement shall terminate upon the expiration or termination of the Agreement as referenced herein, whichever is earlier, or by City with or without cause, at any time, and without any advance notice; provided, however, that after such termination, Validator shall return promptly to City any stamps, vouchers, tickets or other excess validation supplies furnished by the City.

- 5. Any and all communications, including written notices of all types, may be delivered to the addresses indicated below or to any other address as may be noticed by a party:

City of San José: Director of Aviation  
San José Mineta International Airport  
1701 Airport Blvd., Suite B-1130  
San José, CA 95110-1206

Validator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS THE EXECUTION** of this Agreement by the parties on the date first written above.

**“CITY”**

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

\_\_\_\_\_  
Sr. Deputy City Attorney

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director of Aviation

**“VALIDATOR”**

a corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_