

# OMAHA AIRPORT AUTHORITY RESOLUTION

## For Hire (Taxicab, Limousine and/or Open Class Carriers) Trip User Fee

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**WHEREAS**, the Airport Authority of the City of Omaha (“Omaha Airport Authority”) is empowered to regulate the use of Eppley Airfield and its facilities (“Airport”); and

**WHEREAS**, the Omaha Airport Authority is charged with managing the day-to-day ground transportation operations and regulating the provisions of commercial ground transportation services at the Airport and has implemented, and from time to time modifies, a series of Commercial Ground Transportation Rules & Regulations (“CGTRR”) in furtherance thereof; and

**WHEREAS**, the Taxicab, Limousine and/or Open Class Carriers (“Company”) as defined herein, among other things, is in the business of conducting one-type or multiple types of for hire transportation services, as described herein, to patrons arriving and/or departing from the Airport; and

**WHEREAS**, the Company derives direct economic benefit from the Airport as a result of said business; and

**WHEREAS**, the Company is permitted to do business by all applicable authorities including but not limited to those listed in Section 10.2, Applicability, of the CGTRR including Federal Department of Transportation (“DOT”), Nebraska Public Service Commission (“PSC”), and the City of Omaha, Nebraska (“City”); and

**WHEREAS**, the Company is permitted to do business by the Omaha Airport Authority as defined in Section 10.4, Permissions, of the CGTRR and has a valid Passenger Carrier Permit authorizing the Company to do business by the Omaha Airport Authority at the Airport; and

**WHEREAS**, the passengers are transported by Company, to and from the Airport property, roadways and designated commercial curb pick-up and drop-off zones to then commence air travel or terminate air travel therefrom; and

**WHEREAS**, the Omaha Airport Authority incurs operating, administration, and other necessary expenses related to the Airport roadways and Commercial Vehicle Lanes (as defined herein) and is required pursuant to regulations promulgated by the Federal Aviation Administration (“FAA”) to, among other things: “. . . maintain a fee and rental structure to the facility and services at the [Airport] which will make the [Airport] as self-sustaining as possible . . .”; and

**WHEREAS**, commercial ground transportation user fees are collected by most similarly sized airports throughout the Country; and

**WHEREAS**, in an effort to support portions of the operating, administration, and other necessary expenses related to the Airport and comply with the above referenced FAA regulation, the Omaha Airport Authority will assess usage fees charged to “Company” for their access to the roadways and Commercial Vehicle Lanes at the Airport; and

**WHEREAS**, the Omaha Airport Authority may grant the Company, in consideration for payment by the Company of such usage fees (the “For Hire Trip User Fee”), the non-exclusive privilege to access the roadways and Commercial Vehicle Lanes at the Airport; and

**WHEREAS**, the Company wishes to maintain its access to Airport property including the roadways and Commercial Vehicle Lanes, and, therefore, is agreeable to remitting to the Omaha Airport Authority the For Hire Trip User Fee so as to receive from the Omaha Airport Authority the limited rights to access the roadways and Commercial Vehicle Lanes at the Airport in accordance with Airport, local, state and federal rules and regulations; and

**WHEREAS**, the Omaha Airport Authority shall have sole discretion to revoke Company’s Passenger Carrier Permit if Company does not comply with the CGTRR or the requirements of this Resolution.

**BE IT RESOLVED:**

**Section A – Definitions:**

1. “CGTRR” means the Omaha Airport Authority’s Commercial Ground Transportation Rules & Regulations as represented by Section 10 of the Airport’s complete Rules & Regulations document, as amended.
2. “Commercial Vehicle Lanes”, for purposes of the CGTRR and this Resolution, means the Commercial Lanes (see Exhibit B of the CGTRR) and is defined as the outer lanes of the terminal drive west of the center island and adjacent to the right-hand curb.
3. “For Hire Booking App” means a proprietary or third-party online Trip reservation application (App) utilized by Company to display advance online total transportation pricing quotations to potential passengers seeking Airport pick-up or drop-off services. Companies may, but are not required to, have a For Hire Booking App.
4. “For Hire Trip User Fee” or “Fee” means the amount paid to the Omaha Airport Authority for each completed Trip.
5. “For Hire Vehicle” means Company vehicles providing Taxicab, Limousine, or Open Class service as defined herein who engage in transporting fare-based customers to-and-from the Airport and pre-arranged destinations.
6. “Limousine” means a service consisting of all of the following elements: (1) the business of carrying one or more passengers for hire by a premium-type vehicle (2) along a route under the control of the person who hired the vehicle and not over a defined regular route (3) on prearranged and not on a demand basis (4) at a premium fare.

7. “Monthly Report” means the information and statement to be provided by Company documenting their Trips for the preceding month as defined and illustrated in Exhibit A1 and Exhibit A2.
8. “Open Class” means service consisting of the following elements: (1) the business of carrying passengers for hire (2) along the most direct route between the points of origin and destination or along a route under the control of the person who hired the vehicle and not over a defined regular route (3) on a prearranged and not on a demand basis, (4) at a mileage based, per Trip fare, or an hourly rate.
9. “Taxicab” means a service consisting of all of the following elements: (1) the PSC- and City-permitted business of carrying one or more passengers for hire by a vehicle (2) along the most direct route between the points of origin and destination or a route under the control of the person who hired the vehicle and not over a defined regular route (3) on a prearranged or demand basis (4) at a metered mileage based or per trip fare (5) commencing within and/or restricted to a defined geographic area.
10. “Trip” means each instance when a For Hire Vehicle enters the Airport to either drop-off or pick-up a passenger. In the case of a single entrance where a For Hire Vehicle conducts a passenger drop-off and a new passenger pick-up, then two Trips shall be counted.

#### **Section B – Findings and Purpose.**

1. The operation of the Airport as a public facility providing services to scheduled and charter airline passengers who utilize commercial vehicles imposes financial and operational responsibilities on the Omaha Airport Authority to construct, maintain and enforce airport property and roadway access.
2. The Omaha Airport Authority wishes to promote customer service and ensure safe, efficient, and consistent movement for both the traveling public and commercial for hire vehicle service providers utilizing the roadway system at the Airport.
3. The purpose of this Resolution is to establish and maintain a ground transportation fee structure to support the facilities and services at the Airport, which will help support the Omaha Airport Authority meet federal requirements to be as self-sustaining as possible.

#### **Section C – For Hire Trip User Fee**

1. Upon the enactment of this Resolution by the Omaha Airport Authority Board of Directors, the For Hire Trip User Fee authorized by this Resolution shall be imposed and collection shall commence January 1<sup>st</sup>, 2021.
2. If the Fee is displayed on a customer receipt as a separate line item, it shall be displayed as “Airport Trip User Fee” and without any markup applied. This provision also applies to any third party For Hire Booking App (if applicable) used to solicit advance reservations from potential Airport passengers.
3. The Fee shall be assessed on all Trips to and from the Airport.

4. The initial Fee shall be \$2.75 for each completed Airport Trip.
5. The Omaha Airport Authority shall review its ground transportation fee schedule on an annual basis and may, in its sole discretion, adjust the Fee. If the Omaha Airport Authority adjusts its fee schedule, it shall provide the Company with a minimum of thirty (30) days advance written notice.

#### **Section D – Collections, Reporting and Audit**

1. Fees shall be due and payable on or before the 15<sup>th</sup> day of each calendar month for all Trips occurring during the immediately preceding calendar month. The Company shall remit its Fees for all Trips for all For Hire Vehicles operating on its behalf. The Company shall submit a statement of Trips including pick-up and drop-off activity even if such Company completed no Trips during the immediately preceding calendar month.
2. The monthly reports shall be emailed or electronically transmitted to [Finance@flyoma.com](mailto:Finance@flyoma.com). The Company's payment check for Fees for the same period shall be mailed to:  
  
Omaha Airport Authority  
  
4501 Abbott Drive, Suite 2300  
  
Omaha, NE 68110
3. The Monthly Report in the form of attached Exhibit A1 and Exhibit A2, and provided electronically in Excel or CSV format, shall include the itemized and total number of pick-up and drop-off Trips for the reporting period in chronological order.
4. By submitting the Monthly Report to the Omaha Airport Authority, the Company shall certify that all stated information in the Monthly Report is a true and correct statement of pick-up and drop-off Trips completed by Company related to Airport use and access.
5. Company must maintain and make available to the Omaha Airport Authority (or their designee), during regular business hours, accurate and detailed books and accounting records relating to its operations at the Airport. The Omaha Airport Authority shall have the right to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, records and other data related to Company's payment obligations pursuant to this Resolution. The Omaha Airport Authority's right to audit Company shall occur only upon thirty (30) days' prior written notice by the Omaha Airport Authority to Company. Company shall maintain such permanent data, books, ledgers, journals and other records ("Records") in an accessible location and condition for a period of not less than three (3) years from the Records creation. The intent and purpose of the provisions of this section are that Company shall keep and maintain daily records which will enable the Omaha Airport Authority to ascertain, determine and audit, if so desired by the Omaha Airport Authority, clearly and accurately, the number of Trips herein contemplated by unique customer transaction. All records shall be maintained

and preserved on electronic storage media and may be produced electronically in response to any audit or inspection conducted pursuant to this Resolution.

Should any examination, inspection and audit of Company's books and records by the Omaha Airport Authority disclose an underpayment by Company of the consideration due, Company shall promptly pay the Omaha Airport Authority the amount of such underpayment. If said underpayment exceeds five percent (5%) of the consideration due, the Company shall reimburse the Omaha Airport Authority for all reasonable costs incurred in the conduct of such examination, inspection and audit.

### **Section E – Application**

This Resolution applies to every Company that:

1. Operates permitted classifications defined herein as Taxicab, Limousine and/or Open Class vehicles; and
2. Serves the Airport as a For Hire Vehicle provider.

In addition to this Resolution, Company and operators driving For Hire Vehicles on behalf of the Company, must comply with all applicable sections of the CGTRR.

### **Section F – Violations**

1. In the event a Company violates any term or condition of this Resolution or the Omaha Airport Authority's CGTRR, the Omaha Airport Authority may exercise its rights or remedies allowed by law or equity. Such situations may include but are not limited to:
  - a. Company not submitting Monthly Reports when due, or payment or timely payment of Fees.
  - b. Company and operators driving For Hire Vehicles on behalf of Company failing to adhere to the Omaha Airport Authority's CGTRR, including designated patron pick-up/drop-off zones on the roadways and Commercial Vehicle Lanes for each service classification: (i) Taxicab or (ii) Limousine or (iii) Open-Class.
  - c. Company and operators driving For Hire Vehicles on behalf of Company, performing passenger pick-up or drop-off activity on Airport property without a valid permit issued by the Omaha Airport Authority.

**Section G – Severability**

If for any reason, any section, paragraph, subdivision, clause, phrase, word or provision of this Resolution is held invalid or unconstitutional by final judgement of a court of competent jurisdiction, it will not affect any other section, paragraph, subdivision, clause, phrase, word or provisions of this Resolution, for it is the definite intent of the Omaha Airport Authority that every section, paragraph, subdivision, phrase, word, and provision of this Resolution be given full force and effect for its purpose.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2020.

OMAHA AIRPORT AUTHORITY

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, Chairman

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**For Hire Vehicle Company Monthly Summary Report (Exhibit "A1")**

*(Illustrative Example)*

<b>Company:</b>			
<b>Reporting Month:</b>	(Month Year)		
<b>Prepared by:</b>			
<b>Prepared Date:</b>	(Month Year)		
	<b><u>Pick-up</u></b>	<b><u>Drop-off</u></b>	<b><u>Totals</u></b>
	<b><u>Trip</u></b>	<b><u>Trip</u></b>	
<b>Number of Pick-up and Drop-off Trips (from Exhibit A2)</b>	100	20	120
<b>Multiplied by Fee</b>	\$ 2.75	\$2.75	\$2.75
<b>Total</b>	\$ 275.00	\$ 55.00	\$330.00
<p><b>Pick-up Trip:</b> Each instance when a For Hire Vehicle enters the Airport to pick-up a passenger.  <b>Drop-off Trip:</b> Each instance when a For Hire Vehicle enters the Airport to drop-off a passenger.  <b>Fee:</b> The amount paid to the Omaha Airport Authority for each completed Trip.</p>			
<p>Within fifteen (15) calendar days of the close of any calendar month, Company shall submit to the Omaha Airport Authority its payment due the Omaha Airport Authority in addition to its operations statement for the previous calendar month ("Monthly Report").</p>			
<p>The Monthly Report shall be emailed or electronically transmitted to Finance@flyoma.com. Company's payment check for Taxicab, Limousine, and/or Open Class Operator pick-up and drop-off Trip activity for the same period shall be mailed to:</p>			
Omaha Airport Authority			
4501 Abbott Drive, Suite 2300			
Omaha, NE 68110			
Tel: 402.661.8000			
	<p>By submitting the Monthly Report to the Omaha Airport Authority, the Company certifies that all stated information in the Monthly Report is a true and correct statement of Pick-up and Drop-off Trips for Eppley Airfield and the Omaha Airport Authority.</p>		

