

## GENERAL ORDINANCE 4-2008

**WHEREAS**, the Indianapolis Airport Authority Board (“Authority”), pursuant to I.C. 8-22-3-11 is authorized to adopt a schedule of rates and charges, and to collect same from all users of Authority’s Airport facilities, and

**WHEREAS**, the Authority desires to enact reasonable rates for the use of Airport facilities and services commencing November 11, 2008 that will be effective through and including December 31, 2008 and enact new rates for the use of certain facilities and services commencing January 1, 2009, and

**WHEREAS**, the Authority has considered a number of factors in determining reasonable landing fees and space rental rates including the following: the projected revenues, expenses, and need for capital projects and comparisons with the rates of other airports, and

**WHEREAS**, representatives of the Airport Authority have held discussions with representatives of many of the Airline companies serving Indianapolis International Airport (“Airport”) regarding such factors, and have received the advice and comments of all Airline companies serving the Airport,

**NOW THEREFORE**, be it ordained by the Board of the Indianapolis Airport Authority:

**Section I** – The following terms are hereby defined as follows:

A. Air Carrier

A person, company or corporation operating a commercial air transportation system by aircraft for the purpose of carriage of persons, cargo, mail or other property.

B. Aircraft Remote Parking Areas

A portion of the passenger terminal apron and other remote apron areas at Indianapolis International Airport designated for the parking of diverted aircraft or overnight aircraft.

C. Airport

The “Airport” means the Indianapolis International Airport.

D. Airport Terminal Building

The Colonel H. Weir Cook Terminal Building at the Indianapolis International Airport.

E. Certificated Air Carrier

A person, company or corporation operating a commercial air transportation system pursuant to the provisions of Federal Aviation Regulation Part 119, Part 121, or Part 129.

F. Certificated Gross Landing Weight

The maximum certificated gross landing weight in 1,000 pound units as approved by the Federal Aviation Administration for landing of an aircraft.

G. Commuter Air Carrier

A person, company or corporation operating a commercial air transportation system pursuant to the provisions of Federal Aviation Regulation Part 119 and Part 135 on a regular published schedule of aircraft arrivals and departures utilizing the Airport Terminal Building.

H. Contract Day

The term “Contract Day” shall mean each twenty-four (24) hour period or fraction thereof for which an RAC rents an automobile to a customer.

I. Customer Facility Charge or CFC

The term “Customer Facility Charge” or “CFC” shall mean the charge to be collected by each RAC and remitted to the Authority pursuant to Section IV (N) hereof.

J. Customer Rental Transaction

The term “Customer Rental Transaction” shall mean a single rental transaction with a customer for a consecutive number of Contract Days.

K. Deplaned Passenger

“Deplaned Passenger” (or “Deplaning Passenger”) shall mean a person arriving at Indianapolis International Airport by aircraft as a paying or non-revenue passenger.

L. Enplaned Passenger

“Enplaned Passenger” (or “Enplaning Passenger”) shall mean a person departing Indianapolis International Airport by aircraft as a paying or non-revenue passenger, but not including a passenger on an intermediate stop at Indianapolis International Airport.

M. Executive Director

The person appointed by the Authority as Executive Director, or the Executive Director’s designee, responsible for the operation, maintenance, and management of the Indianapolis Airport Authority’s Airport facilities.

N. General Aviation Aircraft

All civil aircraft except that of Scheduled or Non-Scheduled Air Carriers and Commuter Air Carriers.

O. Ground Transportation Provider

A company or person, other than taxi operators, that provides ground transportation services for hire from the Airport Terminal Building utilizing a limousine-sedan, van, mini-bus or charter bus vehicle.

P. Landing

The term “landing” as used herein shall mean the termination of flight of an aircraft upon a runway at Indianapolis International Airport.

Q. Military Aircraft

All aircraft operated by any branch of the Armed Forces of the United States.

R. Non-Based Employee

The term “Non-Based Employee” shall mean an employee employed by a tenant of the Indianapolis Airport Authority who resides in the Indianapolis metropolitan area, but whose primary employment base is a city located outside of the State of Indiana.

S. Non-Scheduled Air Carrier

An Air Carrier that does not operate aircraft on a regular, published arrival and departure schedule.

T. Non-Signatory Air Carrier

The term “Non-Signatory Air Carrier” shall mean an Air Carrier providing air transportation of passengers or property by air to and from Indianapolis International Airport which has not executed the Authority’s March 2001 form of Agreement and Lease of Premises for the use of and for occupancy of space at Indianapolis International Airport.

U. RAC

The term “RAC” shall mean any auto rental company who leases office space, counter space, buildings or real property for the operation of the rental car business at the Airport.

V. Scheduled Air Carrier

An Air Carrier that operates aircraft on a regular, published arrival and departure schedule. .

W. Signatory Air Carrier

The term “Signatory Air Carrier” shall mean an Air Carrier providing air transportation of passengers or property by air to and from Indianapolis International Airport which has executed Authority’s March 2001 form of Agreement and Lease of Premises for the use of and for occupancy of space at Indianapolis International Airport, as amended.

**Section II** – The following schedule of rates, fees and charges is hereby created and established for operators of aircraft using Hendricks County Airport, Eagle

Creek Airpark, Metropolitan Airport, Mt. Comfort Airport and the Downtown Heliport:

- A. General aviation aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.06 per gallon of fuel delivered into the fuel tanks of such aircraft.
- B. Military aircraft shall pay a fuel flowage fee of \$0.06 per gallon of fuel delivered into the fuel tanks of such aircraft.

**Section III** – The following schedule of rates, fees, and charges is hereby created and established for operators of aircraft using Indianapolis International Airport:

- A. General Aviation, Military Aircraft & Non-Scheduled Air Carrier
  - 1. General aviation aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.06 per gallon of fuel delivered into the fuel tanks of such aircraft.
  - 2. Military aircraft shall pay a fuel flowage fee of \$0.06 per gallon of fuel delivered into the fuel tanks of such aircraft.
  - 3. Operators of Non-Scheduled Air Carrier aircraft operating under Federal Aviation Regulation Part 119, Part 121, or Part 129 shall pay a landing fee of \$2.96 per 1,000 pounds of Certificated Gross Landing Weight for each aircraft for each landing.
  - 4. Operators of large aircraft as defined in Federal Aviation Regulation Part 125 shall pay a landing fee of \$2.96 per 1,000

pounds of Certificated Gross Landing Weight for each aircraft for each landing.

5. Aircraft operated by carriers pursuant to Federal Aviation Regulation Part 91, Part 119, or Part 135, on a regular schedule and pursuant to an Airport Use Agreement, shall pay a basic fee of \$150.00 per month per aircraft and a fuel flowage fee of \$0.06 per gallon of fuel delivered into the tanks on such aircraft. In the event that the total Certificated Gross Landing Weight for each aircraft operated by such carrier shall average 250,000 or more pounds per month, such carrier may petition Authority to pay the rates and charges established by subparagraph A(3) of this Section in lieu of the charges established by this paragraph.

B. Scheduled Certificated Air Carrier and Commuter Air Carrier

1(a). Scheduled Certificated Air Carrier and Commuter Air Carrier  
**[Effective November 11, 2008 through and including December 31, 2008]**

Space Rentals: An annual space rental charge per square foot of area is hereby levied upon all Signatory Scheduled Air Carriers and Signatory Commuter Air Carriers and Non-Signatory Scheduled Air Carriers and Non-Signatory Commuter Air Carriers (collectively “Carrier”) for occupancy of space in and near the Airport Terminal Building at the same aggregate rate that was paid by Carrier for the space occupied in the

concourse or area occupied by Carrier at the former Airport terminal,  
located at 2500 S. High School Road, Indianapolis, Indiana as follows:

<u>Code</u>	<u>CONCOURSE "C"</u>		Tenant Financed Space <u>CONCOURSE "D"</u>		
	<u>Signatory</u>	<u>Non-Signatory</u>	<u>Signatory</u>	<u>Non-Sig.</u>	<u>USAir Leased</u>
A. Ticket and Bag Claim	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
B. Office or Club Room	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
C. Hold Rooms	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
D. Operations Space-Air Cond.	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
E. Operations Space-Non-Air Cond.	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
F. Baggage Make-up	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
G. Covered Storage	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
H. Open Storage	\$89.75	\$107.03	\$74.69	\$91.97	\$60.84
I. Aircraft Apron	\$ 2.05	\$ 2.05	\$ 2.05	\$ 2.05	\$ 2.05

<u>Code</u>	<u>ALL OTHER</u>	
	<u>Signatory</u>	<u>Non-Signatory</u>
A. Ticket and Bag Claim	\$74.69	\$91.97
B. Office	\$74.69	\$91.97
C. Hold Rooms	\$74.69	\$91.97
D. Operations Space-Air Cond.	\$74.69	\$91.97
E. Operations Space-Non-Air Cond.	\$74.69	\$91.97
F. Baggage Make-up	\$74.69	\$91.97
G. Covered Storage	\$74.69	\$91.97
H. Open Storage	\$74.69	\$91.97
I. Aircraft Apron	\$ 2.05	\$ 2.05

One-twelfth (1/12) of an annual rental charge shall be due and payable monthly on the first day of each calendar month, in advance. The Executive Director may assign such space to the airlines from time to time at his discretion, and in accordance with their needs.

1(b) Scheduled Certificated Air Carrier and Commuter Air Carrier

**[Effective January 1, 2009]**

Space Rentals: An annual space rental charge per square foot of area is hereby levied upon all Signatory Scheduled Air Carriers and Signatory Commuter Air Carriers and Non-Signatory Scheduled Air Carriers and Non-Signatory Commuter Air Carriers for occupancy of space in and near the Airport Terminal Building as follows:

<u>Code</u>	<u>Signatory</u>	<u>Non-Signatory</u>
A. Terminal	\$95.00	\$132.64
B. Office or Club Room	\$95.00	\$132.64
C. Hold Rooms	\$95.00	\$132.64
D. Operations Space	\$95.00	\$132.64
E. Baggage Make-up/Bag Claim	\$95.00	\$132.64
F. Ticket Counter	\$95.00	\$132.64
G. Aircraft Apron	\$ 2.62	\$ 2.62

One-twelfth (1/12) of an annual rental charge shall be due and payable monthly on the first day of each calendar month, in advance. The Executive Director may assign such space to the airlines from time to time at his discretion, and in accordance with their needs.

2. Baggage Claim, Baggage Make-Up and Inbound Baggage Set-Off

**[Effective January 1, 2009]**

- i. Twenty percent (20%) of total bag space square footage, including baggage claim, baggage make-up, and inbound baggage set-off, shall be allocated equally among those Air Carriers leasing gate space.

1. Space allocation shall be completed based on the number of Air Carriers leasing gate space each December 1 for the following calendar year.
2. If the number of Air Carriers leasing gate space increases or decreases after December 1, an adjustment will be made for the month in which such Air Carrier began or ceased leasing gate space at the Airport and the charges to the Air Carrier for the remainder of the year will be adjusted accordingly.
  - ii. Eighty percent (80%) of total bag space square footage, including baggage claim, baggage make-up, and inbound baggage set-off, shall be allocated to each Air Carrier based on each Air Carrier's percentage share of total Enplaned Passengers at the Airport over a twelve month period, November 1 through October 31 of the previous year, prior to the calendar year for which the rates will be set.
  - iii. Charges for Signatory and Non-signatory Air Carriers will be assessed and paid at the Signatory and Non-signatory terminal rental rate, as appropriate.
3. Landing Fees: There are hereby established and levied landing fees upon each Non-Signatory Air Carrier using Indianapolis International Airport, a landing fee of \$2.96 per 1,000 pounds of Certificated Gross Landing Weight of each aircraft for each landing. Signatory Air Carriers shall pay a landing fee of \$1.95 per 1,000 pounds of Certificated Gross Landing Weight of each aircraft for each landing. Each Air Carrier subject to the landing fee provisions of Section III of this Ordinance shall electronically provide to the Executive Director, on or before the tenth (10<sup>th</sup>) day of each month, an accurate verified report of landed weight, as prescribed by the Executive Director, and concurrently with

transmittal of said report, tender payment in the amount of landing fees for that Air Carrier's operations at the Airport during the preceding month. Landing fee charges shall be due on the first (1<sup>st</sup>) of the month and payable no later than the fifteenth (15<sup>th</sup>) day of each month for the preceding calendar month of operations. The report submitted by Air Carriers shall include, but shall not be limited to, (1) Air Carrier's total number of landings by type and model of aircraft and Certificated Gross Landing Weight of each type and model of aircraft, (2) the total number of Enplaning Passengers and Deplaning Passengers, and (3) the amount in pounds of freight, mail, and other cargo carried or transported by the Air Carrier for such month. Such reports shall be subject to review and audit by the Authority, and Air Carrier's records with respect to such reports shall be retained for three (3) years.

4. Law Enforcement Services: Each Air Carrier boarding passengers from hold rooms utilizing security screening at Indianapolis International Airport shall pay to the Indianapolis Airport Authority the sum of \$0.10 per Enplaned Passenger. Each Air Carrier shall maintain a daily record of the number of passengers departing by its aircraft from Indianapolis International Airport. Within thirty (30) days following the close of each calendar month, each Air Carrier shall submit to the Authority a report of passenger embarkation for the prior month together with payment calculated

as aforesaid. Such reports shall be subject to review and audit by Authority, and Air Carrier's records with respect to such reports shall be retained for three (3) years.

5. International Arrivals Building and Ramp:

- a. International Processing Fee: Users shall pay a minimum service facility fee of \$100.00 per flight, or \$3.00 per person processed, whichever is greater for use of the inspection area and reboarding lounge in the International Arrivals Building.
- b. Inspection Area: When used separately to accommodate special events or functions, the user shall pay a fee of \$100.00.
- c. Reboarding Lounge: When used separately to accommodate deplaning or enplaning passengers or for special purpose or function, the user shall pay a fee of \$100.00.
- d. International Arrivals Ramp: A parking fee of \$200.00 per 24 hours or fraction thereof shall be paid by aircraft operators who utilize the International Arrivals Ramp for overnight parking or extended aircraft parking.

6. Aircraft Remote Parking Areas: Aircraft operators parking aircraft in the designated overflow apron areas shall pay \$200.00 per twenty-four (24) hour period or fraction thereof.

7. Gate Use Fee: Air Carriers using aircraft gates and/or associated facilities for passenger handling and aircraft operations shall pay the following fees per flight:

a.	<u>Terminal Facilities</u>	<u>Up to 3 Hours</u>	<u>More Than 3 but Less Than 9 Hours</u>
	<u>NON-SIGNATORY AIR CARRIER</u>		
	Hold Room & Loading Bridge	\$300.00	\$600.00

	Aircraft Apron	\$100.00	\$200.00
	Operations Space	\$ 65.00	\$130.00
	Ticket Counter, Bag Make-Up and Public Address System	\$ 65.00	\$130.00
	Bag Claim	\$ 65.00	\$130.00
		<u>More Than 9 Hours but Less Than 18 Hours</u>	<u>18 Hours to 24 Hours</u>
	Hold Room & Loading Bridge	\$1300.00	\$2800.00
	Aircraft Apron	\$ 200.00	\$200.00
	Operations Space	\$ 260.00	\$520.00
	Ticket Counter, Bag Make-Up and Public Address System	\$ 260.00	\$520.00
	Bag Claim	\$ 260.00	\$520.00
b.	<u>Terminal Facilities</u> <u>SIGNATORY AIR CARRIER</u>	<u>Up to 3 Hours</u>	<u>More Than 3 but Less Than 9 Hours</u>
	Hold Room & Loading Bridge	\$150.00	\$200.00
	Aircraft Apron	\$ 50.00	\$200.00
	Operations Space	\$ 65.00	\$130.00
	Ticket Counter, Bag Make-Up and Public Address System	\$ 65.00	\$130.00
	Bag Claim	\$ 65.00	\$130.00
		<u>More Than 9 Hours but Less Than 18 Hours</u>	<u>18 Hours to 24 Hours</u>
	Hold Room & Loading Bridge	\$ 600.00	\$1400.00
	Aircraft Apron	\$ 200.00	\$200.00
	Operations Space	\$ 190.00	\$380.00

Ticket Counter, Bag Make-Up and Public Address System	\$ 190.00	\$380.00
Bag Claim	\$ 190.00	\$380.00

**Section IV** – Ground Transportation Concession & Other Fees at Indianapolis International Airport

A. Taxicabs/Operating Agreement and Concession Fees

1. Taxicab owners or operators must have an operating agreement with the Indianapolis Airport Authority and pay a fee of \$500.00 in advance for each six (6) month period that the operating agreement is in force.
2. Taxicab owners or operators shall pay a concession fee of \$1.00 per loading operation of passengers at the Airport. Taxicab owners or operators may assess a maximum pickup charge to Airport passengers of \$0.50 per loading operation at the Airport.
3. The minimum taxi fare for trips originating at the Airport shall be \$15.00.

B. Ground Transportation Agreement Fees

1. Fees. Any person or company operating a business, an integral part of which involves persons or baggage being regularly transported between Indianapolis International Airport and a motel, hotel, parking lot, or auto rental office situated off Airport property in vehicles owned or operated by the person or company providing the service, or subcontractor thereof, shall pay the following fees

and charges and at the discretion of the Executive Director; said fees and charges may be prorated to a convenient calendar date.

a. Hotel and Motel Vehicles

1. An annual registration fee of \$210.00 per vehicle.
2. A trip fee of \$0.50 per vehicle used for transportation of customers from the Airport not to exceed the product of \$2.50 per room multiplied by the number of rooms available for overnight occupancy.

b. Off-Airport Car Parking Companies

A fee of ten percent (10%) of all sales and fees for the parking of automobiles, courtesy vehicle shuttle transportation, valet parking services, and automobile services as follows:

- 1) washing and waxing
- 2) detailing or interior cleaning
- 3) oil, lube and filter
- 4) bulb repair or replacement

for its customers arriving, departing or using Indianapolis International Airport.

c. Off-Airport Auto Rental Companies

A fee of ten percent (10%) of all sales or fees for the rental of automobiles and services as follows:

- 1) time and mileage
- 2) unused voucher revenue
- 3) CDW allocated inclusive
- 4) loss damage waiver
- 5) personal accident insurance
- 6) extended liability protection
- 7) personal effects coverage
- 8) protection plus
- 9) fuel service option
- 10) fuel recharge
- 11) intercity fees
- 12) coupons
- 13) baby seat revenue
- 14) navigational systems

- 15) additional driver
- 16) under age driver
- 17) ski racks
- 18) cellular phone commission
- 19) change of equipment
- 20) miscellaneous vehicle revenue
- 21) airport fees

for its customers arriving, departing or using Indianapolis International Airport.

2. Audit. Any person or company by acceptance and use of a Ground Transportation Agreement issued by the Airport Authority agrees that the Airport Authority shall have the right to inspect and audit such person's or company's books of account and other records pertaining to its business operations at Indianapolis International Airport which books or account and other records shall be retained by such person or company for a period of three (3) years.

3. Termination of Ground Transportation Agreement

The Executive Director may terminate a Ground Transportation Agreement for failure to allow an audit as provided in Paragraph 2 above or for violation of any rule, regulation, or ordinance of the Airport Authority or of any federal, state or local law or ordinance upon the failure of the person or company to comply with or correct said violation, within seven (7) days after receipt of written notice from the Executive Director or his designee.

C. Scheduled Bus Service

Scheduled bus owners or operators shall pay a negotiated fee per month on inter-city routes.

D. Other Ground Transportation Providers

Ground Transportation Providers shall pay the following trip fees for vehicles use for transpiration from the Airport:

<b>Vehicle Type</b>	<b>Per trip fee</b>
Limo-Sedan	\$1.95
Van	\$2.20
Mini Bus	\$2.50
Charter Bus	\$10.50

E. Special Events

Any operator or owner who does not have an operating agreement with the Authority that is providing ground transportation for a special event or convention shall pay a fee of \$33.00 per vehicle for each day such vehicle operates at the Airport.

F. Ground Transportation Booth Fees

The fee for use of booths in the Ground Transportation Center located adjacent to the Parking Garage is \$260.00 per month

G. Automatic Vehicle Identification

Any operator or owner operating commercial motor vehicles at the Airport and subject to the fees of this Section IV shall (prior to operating at the Airport) equip such motor vehicles with Automatic Vehicle Identification Transponders provided by Authority and pay a \$50.00 deposit therefore which deposit shall be refunded upon the return of such Transponder in

good condition. Any operator or owner of commercial motor vehicles required to be equipped with an Automatic Vehicle Identification Transponder shall be subject to a penalty of \$1,000.00 per day for each violation for failure to install on and operate a commercial motor vehicle with the Automatic Vehicle Identification Transponder provided by Authority.

H. Conference and Meeting Rooms

The Executive Director shall have authority to set fees for the use of conference rooms at the Airport.

I. General Concession & Service Fees

Any person, firm, partnership, corporation, limited liability company or any other business entity providing services or concessions on the Airport shall be required to obtain a Use Permit or other written Agreement from the Authority and to pay the appropriate fees specified in the Use Permit or Agreement for the service or concession to be provided.

J. Public and Employee Parking Lots

1. **[Effective November 11, 2008 through and including December 31, 2008]**The following parking fees shall be paid by persons who utilize the public or employee parking lots at Indianapolis International Airport located at 2500 S. High School Road, Indianapolis Indiana:

a. Parking Garage

i.	First 30 minutes	-0-
ii.	Each one-half hour after first 30 minutes	\$ 2.00
iii.	Maximum each twenty-four hours	\$22.00
iv.	Lost ticket – minimum charge	\$22.00

b. Short-Term Surface Lot

i.	Minimum charge (0-2 hours)	\$ 4.00
----	----------------------------	---------

- ii. Each additional one-half hour \$ 1.50
  - iii. Maximum each twenty-four hours \$16.00
  - iv. Lost ticket – minimum charge \$16.00
- c. Tiger Express
- i. First thirty minutes -0-
  - ii. Minimum charge \$ 8.00
  - iii. Maximum each twenty-four hours \$ 8.00
  - iv. Lost ticket – minimum charge \$ 8.00
- d. Economy Lot
- i. First thirty minutes -0-
  - ii. Minimum charge \$ 6.50
  - iii. Maximum each twenty-four hours \$ 6.50
  - iv. Lost ticket – minimum charge \$ 6.50
- e. Corporate Connection Lot
- i. Minimum charge \$ 9.00
  - ii. Maximum each twenty-four hours \$ 9.00
- f. Business Park  
The rate for the Business Park shall be determined from time to time through negotiation with the Authority and Business Park Contractor.
- g. Employee Parking
- i. Surface Lots
    - (A) Based Employees: A parking fee not to exceed \$18.00 per month per based employee parking permit.
    - (B). Non-Based Employees: A parking fee not to exceed \$25.00 per month to be paid on a quarterly basis. A \$2.00 charge for each credit card transaction.
  - ii. Garage  
A parking fee not to exceed \$100.00 per month for based employees.
  - iii. Corporate Connection  
A parking fee not to exceed \$50.00 per month for based employees.
2. The following parking fees shall be paid by persons who utilize the public or employee parking lots at Indianapolis International Airport

located at or near 7800 Col. H. Weir Cook Memorial Drive, Indianapolis, Indiana:

- a. Parking Garage
  - i. Each one-half hour \$ 2.00
  - ii. Maximum each twenty-four hours \$16.00
  - iii. Lost ticket – minimum charge \$16.00
  
- b. Long –Term Lot
  - i. Minimum charge \$11.00
  - ii. Maximum each twenty-four hours \$11.00
  - iii. Lost ticket – minimum charge \$11.00
  
- c. Economy Lot
  - i. Minimum charge \$ 7.00
  - ii. Maximum each twenty-four hours \$ 7.00
  - iii. Lost ticket – minimum charge \$ 7.00
  
- d. Discounts, Incentives and Other Special Programs

The Executive Director shall have the discretion to develop and implement discount, incentive or other special programs for the Airport parking garage or lots that may have the effect of reducing the daily rates set forth under paragraphs 1 through 3 of this Section.

- e. Employee Parking
  - i. Surface Lots
    - (A) Based Employees: A parking fee not to exceed \$18.00 per month per based employee parking permit.
  
    - (B) Non-Based Employees: A parking fee not to exceed \$25.00 per month to be paid on a quarterly basis. A \$2.00 charge for each credit card transaction.
  
  - ii. Garage
    - A parking fee not to exceed \$100.00 per month for based employees.

K. Customer Facility Charge

1. Each RAC shall pay a fee for each Customer Rental Transaction of \$3.00 per rental car Contract Day for a maximum of fourteen (14) Contract Days.
2. The Customer Facility Charge shall be shown as a separately itemized charge on each customer contract for such RAC and described as “Customer Facility Charge” or “CFC” with a footnote approved by the Authority explaining the abbreviation.
3. Each RAC must hold the CFC revenues collected by it in trust in a fiduciary capacity for the Authority. All of the CFC revenues collected and held will be considered the property of the Authority and will not be considered Gross Revenues of the RAC. Each RAC shall hold CFC revenue collections in a custodial capacity, in which the RAC has no interest other than that of custodian, and shall not hold or have either an ownership or equitable interest in said CFC revenues collected.
4. Each CFC shall be collected from all customers of the RAC, including customers receiving complimentary or discounted auto rentals from the RAC and without regard to whether that customer is using the Airport facilities.
5. Each RAC shall maintain records and controls that are sufficient to demonstrate the accuracy of the CFC revenues collected and the amount of CFC revenue collections remitted. These accounting records must be made available for inspection and examination at all reasonable times by the Authority or a duly authorized representative(s). Should travel to an RAC’s out-of-state offices be required in order to conduct such an examination or inspection, all reasonable costs incurred by the Authority or their duly authorized representatives including, but not limited to, airfare, meals, lodging and local transportation, shall be paid by such RAC.
6. Each RAC shall provide to the Executive Director no later than October 1<sup>st</sup> of each year, a statement showing such RAC’s projected Contract Days for the forthcoming year.
7. The Authority reserves the right to adjust the amount of the CFC, at such times as it deems necessary, upon sixty (60) days prior written notice to each RAC.
8. No RAC shall be entitled to any rights of offset or other reduction in the requirements herein and shall remit all CFC revenues

collected to the Authority regardless of any amounts that may be owed or due to such RAC by Authority.

9. It is understood and agreed that all CFC revenues required to be collected by an RAC may be pledged for or dedicated to the payment of airport bonds or other obligations pursuant to the applicable bond documents, and such other costs as agreed to by the Authority.
10. Each RAC shall remit the CFC revenues collected to the Authority at the address provided in the current RAC Agreement and shall pay such revenues in U.S. dollars without exchange for foreign currency. Each RAC shall timely remit its CFC revenue collections to the Authority.
11. Within ninety (90) days after the end of each year, RAC shall employ a certified public accountant (hereinafter "CPA") who shall provide an unqualified written statement to the Authority stating whether in the CPA's opinion the CFC revenues collected by the RAC, and the number of Customer Rental Transactions and Contract Days during the preceding year pursuant to this Agreement were remitted and provided to the Authority in accordance with the terms of this Ordinance. Such statement shall contain a list by month of the CFC revenues collected, the number of automobile rental days and number of Contract Days as shown on the books and records of the RAC that were used to determine the payments made to the Authority during the period covered by the statement. An electronic copy of the annual CFC report shall be submitted to the Authority with the annual CFC statement. Each RAC shall make payment of any additional amount due as reflected in the CPA statement to the Authority at the time the CPA statement is provided to the Authority.
12. Each RAC shall furnish to the Authority, on or before the fifteenth (15<sup>th</sup>) day following each complete calendar month a statement certified by such RAC and prepared in a manner satisfactory to the Authority, of the CFC revenues collected, and the number of Customer Rental Transactions and Contract Days that occurred during the previous calendar month. The CFC revenues collected shall be remitted by the RAC to the Authority by the 15<sup>th</sup> day of each month for the preceding calendar month of operations during the year.

**Section V – Fingerprinting and Criminal Records Check**

A fee of \$45.00 shall be paid by each person requesting issuance of an Airport identification badge that requires fingerprinting the person and conducting a criminal record background check of such person.

**Section VI – Proviso**

Nothing contained herein shall prevent or restrict Authority from entering into a use agreement with any airline company that provides for a credit or assessment in the event that actual income or expenses fall short of projected levels.

**Section VII – Compliance**

As a condition precedent to the right of any aircraft operator to use Indianapolis International Airport, it shall comply with all of the reporting and payment requirements hereinabove set forth. Any such aircraft operator failing to comply with said requirements shall be barred from the use of any of the facilities of the Airport.

**Section VIII – Delinquent Payments**

For all payments due to the Authority pursuant to the provisions of this Ordinance, other agreements with Authority, or any funds payable to Authority, there shall be added interest computed at the rate of 1½% per month from the due date of such payment, same to be assessed whenever any payment shall become thirty (30) days overdue and provided that the aggregate monthly interest for such overdue account exceeds ten dollars (\$10.00).

**Section IX** – Review and Modification

The rates, fees, and charges herein established are subject to review and modification by Authority from time to time to properly reflect the costs of the construction, operation, maintenance and expansion of Airport facilities.

**Section X** – Severability

The provisions of this Ordinance shall be severable and if any of the provisions hereof shall be held to be unconstitutional, invalid or illegal by a court of competent jurisdiction, such decision shall not affect the validity of any of the remaining provisions of this Ordinance.

**Section XI** – Ordinances, or parts thereof, of the Indianapolis Airport Authority that are inconsistent with the terms of this Ordinance 4-2008 are hereby superseded.

**Section XII** – Effective Date

Sections III.B.1(a) and IV.J.1. of this Ordinance shall be in full force and effect on November 11, 2008 and remain effective through and including December 31, 2008. Sections III.B.1(b) and III.B.2 of this Ordinance shall be in full force and effect on January 1, 2009. All other Sections of this Ordinance shall be in full force and effect on November 11, 2008.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

INDIANAPOLIS AIRPORT AUTHORITY

By \_\_\_\_\_  
Randall L. Tobias, President

By \_\_\_\_\_  
Lacy M. Johnson, Vice President

By \_\_\_\_\_  
Alfred R. Bennett, Secretary

By \_\_\_\_\_  
N. Stuart Grauel, Treasurer

By \_\_\_\_\_  
Kelly J. Flynn, Member

By \_\_\_\_\_  
Shirley M. Haflich, Member

By \_\_\_\_\_  
Michael B. Stayton, Member

By \_\_\_\_\_  
Robert H. Voorhies, Member

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

I, Alfred R. Bennett, the duly elected, qualified Secretary of the Indianapolis Airport Authority, Indianapolis, Indiana, do hereby certify that the foregoing is a full, true and complete copy of an Ordinance adopted by the Board of the Indianapolis Airport Authority at a regular/special meeting of said Board held at its offices at Indianapolis International Airport on \_\_\_\_\_, 2008, and that said Ordinance has not been amended, rescinded or revoked.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE INDIANAPOLIS  
AIRPORT AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Alfred R. Bennett, Secretary