

**AN ORDINANCE TO AMEND THE AUGUSTA-RICHMOND COUNTY CODE SECTION § 1-3-8.15-1.3.28 SO AS TO AMEND THE CODE TO PROVIDE FOR A RENTAL CAR CUSTOMER FACILITY CHARGE FOR ON PREMISES RENTAL CAR CONCESSIONS AT THE AUGUSTA REGIONAL AIRPORT AT BUSH FIELD; TO PROVIDE FOR LEVY AND COLLECTION OF SAID FEES; TO PROVIDE PENALTIES FOR UNTIMELY PAYMENT OF SAID FEES AND OTHER CHARGES; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**BE IT ORDAINED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME, THAT THE AUGUSTA-RICHMOND COUNTY CODE BE AMENDED AS FOLLOWS:**

**SECTION 1. Augusta Richmond County Code Section § 1-3-8.15-1-3-8.28, as set forth in "Exhibit A" hereto is to be adopted as provided herein.**

**SECTION 2. The revisions to this Ordinance shall become effective upon its adoption in accordance with applicable laws.**

**SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.**

**SECTION 4. SAVINGS CLAUSE**

**In the event any phrase, clause, sentence, paragraph, or paragraphs of this Ordinance is or are declared invalid for any reason, the remainder of this Ordinance shall not be invalidated, but shall remain in full force and effect, all parts of this Ordinance being declared separable and independent of all others. In the event that a judgment is entered, and all appeals exhausted, which judgment finds, concludes or declares this Ordinance is unconstitutional or is otherwise invalid, the Customer Facility Charge authorized by this Ordinance shall be suspended and terminated as of the date such declaration.**

## **EXHIBIT A**

### **RENTAL CAR BUSINESS ORDINANCE**

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## **RENTAL CAR BUSINESS ORDINANCE**

### **Section 1-3-8.15**

- (a) The County hereby adopts the following fiscal policy for the establishment of percentage fees to be paid by all concessionaire and non-concessionaire rental car businesses operating at the Airport.
- (b) The cost of operating, maintaining, and developing the Airport is paid solely through Airport revenues and such government grants as may be received by the Aviation Commission and lawfully used for Airport purposes, without the use of ad valorem taxes or other County revenue or pledges, so as not to place any burden on taxpayers or residents of the County.
- (c) The Aviation Commission shall fix, establish, maintain, and collect such rates, fees, rentals, and other charges for the use of the Airport and its services and shall revise the same from time to time whenever necessary, so as to always provide net revenues sufficient to pay for operating, maintaining and developing the Airport.
- (d) In furtherance of this policy and in accordance with the authority conferred upon the County by the laws of the State of Georgia, the County, acting through the Aviation Commission, shall assess, and periodically adjust as required, a Customer Facility Charge (as hereinafter defined) and a percentage fees on the Gross Revenue for all Rental Car Providers operating at the Airport.

### **Section 1-3-8.16—Definitions**

The following terms in this section shall have the following meanings in this Ordinance unless expressly stated otherwise.

- (a) "Airport Customer" shall mean anyone who is provided transportation to or from the Airport as part of a rental car transaction in a rental car courtesy vehicle of a Concessionaire Rental Car Provider and who either (1) executes an agreement to rent a motor vehicle from a Concessionaire or Non-Concessionaire Rental Car Provider or had executed an agreement to rent a motor vehicle and completed the rental transaction with a Non-Concessionaire Rental Car Provider, or (2) takes delivery of a motor vehicle rented from a Concessionaire or Non-Concessionaire Rental Car Provider or returned a motor vehicle rented from a Concessionaire or Non-Concessionaire Rental Car Provider.
- (b) "Contract Day" shall mean each twenty-four-hour period, and each fraction thereof, during which a motor vehicle having been delivered by a Concessionaire or Non-Concessionaire Rental Car Provider to each customer picked up at the Airport which is rented by such Airport customer from a Concessionaire or Non-Concessionaire Rental Car Provider. Each fractional period less than a twenty-four-hour period shall be deemed a contract day.

- (c) "Concessionaire Rental Car Provider" shall mean all persons, firms, agencies, or companies providing rental car services from locations based at the Airport that are signatory to a concession lease with the Aviation Commission providing terminal building counter locations and rental car ready lot vehicular parking.
- (d) "Gross Revenue" of a Concessionaire or Non-Concessionaire Rental Car Provider shall mean:
1. All amounts received by the Concessionaire or Non-Concessionaire Rental Car Provider, or which the a Concessionaire or Non-Concessionaire Rental Car Provider is entitled to receive, from (a) any rental of a motor vehicle to any person picked up by the Concessionaire or Non-Concessionaire Rental Car Provider, or its agent, from any point on the Airport, including but not limited to (i) the Airport terminal building, (ii) any premises leased by the Aviation Commission to Concessionaire or a third party doing business on the Airport, or (iii) any other location within the Airport, or from (b) any rental of a motor vehicle to any person returned by the Concessionaire or Non-Concessionaire Rental Car Provider, or its agent, to any point on the Airport, including but not limited to (i) the Airport terminal building, (ii) any premises leased by the Aviation Commission to a third party doing business on the Airport, or (iii) any other location on the Airport or within one (1.0) mile of the Airport.
  2. All revenue received by the Concessionaire or Non-Concessionaire Rental Car Provider from every Airport Customer who, at the business location of the Rental Car Provider, either (a) executes an agreement for the rental of a motor vehicle from the Rental Car Provider, or (b) takes delivery of a motor vehicle rented from the Rental Car Provider. Gross Revenue shall be deemed received at the time that the sales, lease, or service transaction occurs, giving rise to the Rental Car Provider's right to collect said monies, regardless of whether the transaction was conducted in person, by telephone, or by mail; whether the transaction was for cash or credit; and, if for credit, regardless of whether the Rental Car Provider ultimately collects the monies owed for said transaction from the Airport Customer.
  3. Any Gross Revenue owed the Aviation Commission and determined by the Rental Car Provider at a later date to be uncollectible shall not offset future percentage fees owed the Aviation Commission. If the initial rental car agreement entered into between the Rental Car Provider and the Airport Customer is subsequently amended because the Airport Customer's actual usage of the rental car vehicle differs from the usage contemplated in the original agreement, and the charges to be paid by the Airport Customer to the Rental Car Provider are therefore different from the charges contemplated in the original agreement, the percentage of Gross Revenue to which the Aviation Commission is entitled hereunder shall be based upon the Gross Revenue that the Rental Car Provider is entitled to receive under the rental car agreement with its Airport Customer, as amended.
  4. Gross Revenue shall not include:
    - a. Federal, State, or municipal sales taxes separately stated and collected from the Airport Customer.

- b. Amounts that the Rental Car Provider receives, or is entitled to receive, for the sale, disposition, loss, conversion, or abandonment of Rental Car Provider's used motor vehicles and other equipment, personal property, and trade fixtures.
  - c. Amounts that the Rental Car Provider receives, or is entitled to receive, for the repair of damages to its motor vehicles.
- (e) Gross Revenue shall not be reduced by reason of any commission or similar amount paid by the Rental Car Provider to travel agents or others.
- (f) "Non-Concessionaire Rental Car Provider" or "Operator" or "Permittee" shall mean all persons, firms, agencies, or companies providing rental car services from locations based outside of the Airport that are not signatory to a concession lease with the Aviation Commission providing terminal building counter locations and rental car ready lot vehicular parking.
- (g) "Rental Car Courtesy Vehicle" shall mean a courtesy vehicle of the Non-Concessionaire Rental Car Provider if it is operated by, or under agreement with, the Non-Concessionaire Rental Car Provider. A courtesy vehicle shall be deemed operated under agreement with the Non-Concessionaire Rental Car Provider if the Airport Director finds that such courtesy vehicle is operated pursuant to any agreement or arrangement between the Operator of such courtesy vehicle and the Non-Concessionaire Rental Car Provider.
- (h) "Rental Car Customer Facility Charge" shall mean a charge imposed on a transactional basis and shall be a fixed uniform amount applied each day, or fraction thereof, by a Rental Car Provider from the renter of the vehicle.

#### **Section 1-3-8.17--Non-Concessionaire Rental Car Business Permit**

- (a) Each Non-Concessionaire Rental Car Provider seeking to operate at the Airport shall execute a written agreement with the Commission in the form of a Non-Concessionaire Rental Car Business Permit (Permit) before engaging in any business activities on the Airport. The Permit must be renewed annually, as described below. Application for such Permit shall be made to the office of the Airport Director.
- (b) The Permit shall be substantially in the form appended to this ordinance adopting this Ordinance, the terms of which are incorporated in and made a part of this Ordinance by reference. The Airport Director may modify the form of the Permit in any manner not inconsistent with the provisions of this section. In the event of conflict between any provisions of this section and any provision of the Permit, this section shall be controlling.
- (c) Operation of any Rental Car Courtesy Vehicle on the Airport shall be allowed only with a color-coded decal as required by this County Ordinance. Providers of Rental Car Courtesy Vehicles shall observe all rules and Ordinances of this section in addition to those established by other provisions of the Administrative Code of the County.
- (d) Non-concessionaire Rental Car Courtesy Vehicle decals shall be provided by the Airport Director initially to the Non-Concessionaire Rental Car Provider upon execution of the Permit and successful completion of a vehicle safety inspection. Decals shall be issued for each Rental Car

Courtesy Vehicle operated by the Non-Concessionaire Rental Car Provider. No decals shall be issued without the Operator having valid courtesy vehicle licenses as may be required by the Aviation Commission.

- (e) Decals shall be permanently affixed to the lower right hand corner of the front windshield of the Rental Car Courtesy Vehicle and shall be clearly visible at all times. Decals shall expire at the time of expiration of the Permit. Only those vehicles displaying valid decals will be authorized to pick up passengers at the Airport.
- (f) In the case of loss of a decal or damage beyond recognition, a duplicate decal may be obtained after payment by the Operator of Twenty Five Dollars (\$25.00) and after submission of a statement setting forth the circumstances of the loss or damage of the decal.
- (g) Application forms for annual renewal of Rental Car Courtesy Vehicle Airport Permit decals must be submitted to the Airport Director at least ten (10) working days prior to the expiration of the current decal. Renewal applications shall be reviewed and renewal of the decal shall be contingent upon satisfactory payment of the percentage fees and completion of the annual Rental Car Courtesy Vehicle inspection.
- (h) All Rental Car Courtesy Vehicles are subject to inspection by a representative of the Airport Director to determine if they are in an adequate state of repair.
- (i) The Airport Director or his representative, a police officer, or an Airport safety officer may inspect a Rental Car Courtesy Vehicle at any time while it is on the Airport. A vehicle found to be in an inadequate state of repair will be required to immediately leave the Airport and will not be permitted further access to the Airport until the noted deficiencies are corrected.
- (j) The Aviation Commission may suspend and/or revoke any Non-Concessionaire Rental Car Business Permit, including the non-concessionaire Rental Car Courtesy Vehicle decal. Such power of suspension and/or revocation may be exercised only upon the failure of the Non-Concessionaire Rental Car Provider to satisfy the conditions of this section or the Permit or for noncompliance with the Aviation Commission code regarding the operation of Rental Car Courtesy Vehicles.

#### **Section 1-3-8.18 - Operational Procedures**

All Rental Car Courtesy Vehicles shall operate on the Airport in compliance with the Airport's operational procedures and all applicable federal, State and local laws.

#### **Section 1-3-8.19 - Percentage Fee**

- (a) Each Non-Concessionaire Rental Car Provider offering rental car services from locations based outside the Airport shall pay to the Aviation Commission ten percent (10%) of all Gross Revenue derived by said Non-Concessionaire Rental Car Provider from the rental of motor vehicles to Airport Customers picked up by said Non-Concessionaire Rental Car Provider from any point within the Airport or returned by said Non-Concessionaire Rental Car Provider to any point within the Airport.
- (b) Each Non-Concessionaire Rental Car Provider shall submit to the office of the Airport Director, on or before the twentieth (20<sup>th</sup>) day of each month, a statement that sets forth:

1. The total gross revenue earned during the prior month; and
  2. Information demonstrating to the satisfaction of the Airport Director which of the Non-Concessionaire Rental Car Provider's gross revenue during the prior month originated from Airport Customers and which gross revenue originated from non-Airport Customers.
- (c) It shall be presumed that ninety-five percent (95%) of all gross revenue earned by the Non-Concessionaire Rental Car Provider during the month for which the statement is submitted constituted Airport Customer-generated Gross Revenue, unless, and to the extent that, the Non-Concessionaire Rental Car Provider is able to demonstrate otherwise in its statement to the satisfaction of the Airport Director.
- (d) The statement of gross revenue shall be submitted together with the Non-Concessionaire Rental Car Provider's remittance in payment of the non-concessionaire rental car percentage fee incurred during the prior month. Each Non-Concessionaire Rental Car Provider shall submit a timely statement of gross revenue each month even if such Non-Concessionaire Rental Car Provider earned no Airport-generated Gross Revenue during the prior month (and therefore incurred no non-concessionaire rental car percentage fee during such prior month). In such case, the statement of gross revenue shall state the Non-Concessionaire Rental Car Provider's total gross revenue during the prior month and shall demonstrate to the satisfaction of the Airport Director that none of such revenue constituted Airport generated Gross Revenue.

#### **Section 1-3-8.20 - Customer Facility Charge**

- (a) The Aviation Commission will determine the amount adequate to cover the capital, financing, maintenance, marketing and operations allocable to the cost of providing infrastructure and facilities to the rental car industry and common use transportation equipment and facilities. In addition, the cost of collection, processing, enforcement of payment of the Customer Facility Charge, administration of the Customer Facility Charge and audits of all Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Providers compliance with this Ordinance will be included in Customer Facility Charge. These amounts shall be the basis for calculating the Rental Car Customer Facility Charge.
- (b) The Customer Facility Charge shall be collected by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider, as agent for the Aviation Commission, from customers and remitted to the Aviation Commission, as provided for below.
- (c) The Rental Car Customer Facility Charge shall be imposed on a transactional basis and shall be a fixed uniform amount applied each day, or fraction thereof, to each subject contract and shall be added to the amounts collected by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider from the renter of the vehicle. The Rental Car Customer Facility Charge collected by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall be the amount established by the Aviation Commission for all on-airport rental car operators at the Airport. It shall be collected from all customers of Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider, including customers receiving complimentary or discounted car rental under Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider's bona fide marketing plans.

- (d) An amount exactly equivalent to the Rental Car Customer Facility Charge collected or should have been collected by the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider from customers shall be payable to the Aviation Commission. Such amount shall be immediately due to the Aviation Commission on collection by the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider who shall be required to hold such amount in trust for the Aviation Commission's benefit. From the moment of collection, Customer Facility Charge proceeds shall be the Aviation Commission's property and Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall hold only a possessory interest, not an equitable interest, in these funds held in trust. The amount equivalent to that collected or which should have been collected shall be remitted by Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Provider to Aviation Commission no later than the last day of each month.
- (e) Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Providers shall maintain records and controls which are sufficient to demonstrate the correctness of the Rental Car Customer Facility Charge revenue collected and the amount of Rental Car Customer Facility Charges paid to the Aviation Commission. The records shall be subject to the same audit and review requirements as all other remittances as outlined in Section 11 of this Ordinance.
- (f) The current Rental Car Customer Facility Charge is three dollars and fifty cents (\$3.50) per Contract Day. As used in this Ordinance, "Contract Day" means each twenty-four (24) hour period, and each fraction thereof, during which a motor vehicle having been delivered by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider to each customer at the Airport is rented by such customer from the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider. Each fractional period less than a twenty-four (24) hour period shall be deemed a Contract Day. The Aviation Commission may adjust the Rental Car Customer Facility Charge annually, based on estimates of Contract Days for the upcoming year. Approximately 60 days prior to the end of the Aviation Commission's fiscal year (December 31, annually), the Aviation Commission shall calculate the revised Rental Car Customer Facility Charge and notify each Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider of the new Rental Car Customer Facility Charge. Any credits or shortfalls from the prior fiscal year, as determined by the Aviation Commission, shall carry forward to the next fiscal year. Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall provide its estimate of rental days for the upcoming fiscal year no later than October 1, annually.

After receiving the estimate for the adjusted Rental Car Customer Facility Charge, Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Providers may request a meeting to discuss the estimated Rental Car Customer Facility Charge. The request for such a meeting shall be made within twenty (20) days after the forwarding of the estimated rate for the upcoming fiscal year.

The adjusted Rental Car Customer Facility Charge shall become effective on January 1 of each year.

- (g) The number of transactions completed by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall be reported to the Aviation Commission each month. The report, signed by an authorized agent of the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider, is to be received no later than the last day of the month

following such transactions and shall be remitted with the payment of the Rental Car Customer Facility Charge.

- (h) The Aviation Commission Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider acknowledge that it is anticipated that the individual members of the traveling public renting Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider's cars and directly benefiting from Airport infrastructure and facilities are to pay the Rental Car Customer Facility Charge on each transaction and that such renters are also subject to any sales tax imposed by the State for the lease or license of real property arising from the use of the facility. It shall be the responsibility of the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider to separately state any such tax liability on its rental contracts, to collect such tax and to remit it to the State.

#### **Section 1-3-8.21 - Conditions of Permit**

The Aviation Commission shall not issue a Non-Concessionaire Rental Car Business Permit, and if the Aviation Commission has issued such a Permit, may suspend and/or revoke that Permit, unless the subject Non-Concessionaire Rental Car Provider continuously complies with the provisions of this Ordinance and the Permit.

#### **Section 1-3-822 - Suspension of Permit**

- (a) The Airport Director may suspend any Non-Concessionaire Rental Car Business Permit upon the failure of the permitted Non-Concessionaire Rental Car Provider to continuously comply with any provision of this section or of the Permit, provided, however, that such suspension is to be imposed only following fourteen (14) days advance written notice to the Non-Concessionaire Rental Car Provider whose Permit is to be suspended.
- (b) A Non-Concessionaire Rental Car Provider whose Permit is suspended or subject to suspension may demonstrate to the Airport Director, at any time before or after such suspension has been imposed, that such Permittee is in compliance or has remedied its noncompliance or that it is making a good faith effort to do so.
- (c) If the Non-Concessionaire Rental Car Provider whose Permit is subject to suspension demonstrates that it has remedied its failure to satisfy the conditions of this section or the Permit, the Airport Director will remove the suspension of such Non-Concessionaire Rental Car Provider's Permit, if such suspension has been imposed, or shall abandon proceedings to suspend the Permit if such suspension has not yet been imposed.
- (d) If the Non-Concessionaire Rental Car Provider whose Permit is subject to suspension demonstrates that it is making a good faith effort to remedy its failure to comply with this section and/or the Permit (though it has not yet remedied such failure), the Airport Director may, at his discretion, remove the suspension of such Permittee's Non-Concessionaire Rental Car Business Permit, if such suspension has been imposed, or abandon proceedings to suspend the Permit if such suspension has not yet been imposed.
- (e) Once a Non-Concessionaire Rental Car Business Permit has been properly suspended, it shall remain suspended unless and until Permittee's noncompliance is remedied to the satisfaction of the Airport Director and its suspension is removed, or until the Permit is revoked.

- (f) A Non-Concessionaire Rental Car Provider whose Permit has been properly suspended by the Airport Director may appeal the decision to the Aviation Commission.

#### **Section 1-3-8.23 - Revocation of Permit**

- (a) The Airport Director may revoke any Non-Concessionaire Rental Car Business Permit upon the failure of the Permittee to continuously comply with all provisions of this section and its Permit, provided, however, that:
  - 1. Such Permit has been properly suspended for at least thirty (30) days, and
  - 2. Permittee has been given thirty (30) days' advance written notice, which notice may be issued to the Non-Concessionaire Rental Car Provider holding such Permit only after the Permit has been suspended.
- (b) Upon revocation of its Non-Concessionaire Rental Car Business Permit, the Non-Concessionaire Rental Car Provider must immediately remove any rental car decals issued in connection with the revoked Permit from its Rental Car Courtesy Vehicles.
- (c) A Non-Concessionaire Rental Car Business Permit that has been revoked may not be reinstated. However, a Non-Concessionaire Rental Car Provider whose Permit has been revoked may apply for a new Permit after curing all causes of revocation.
- (d) The Airport Director may revoke, without notice, the Permit of any Non-Concessionaire Rental Car Provider if, at any time while such Permit is suspended, any of such Non-Concessionaire Rental Car Provider's vehicles seek to enter the Airport under the authority of the suspended Permit for the purpose of loading passengers for transport to or unloading passengers after transport from any facility of such Non-Concessionaire Rental Car Provider.

#### **Section 1-3-8.24 - Failure to Pay Percentage Fees and Customer Facility Charge Proceeds**

- (a) If any Non-Concessionaire Rental Car Provider fails to submit any percentage fees and/or Customer Facility Charge Proceeds as required by this Ordinance by the end of the tenth (10<sup>th</sup>) day following the final day on which such remittance should have been submitted, the Non-Concessionaire Rental Car Provider shall pay interest to the County at the rate of eighteen percent (18%) per year (one-and-one-half percent (1.5%) per month) (or, if less, the maximum rate of interest allowed by law) on such overdue amounts calculated from the date on which such amounts should have been paid.
- (b) If any Concessionaire Rental Car Provider fails to submit any Customer Facility Charge Proceeds as required by this Ordinance by the end of the tenth (10<sup>th</sup>) day following the final day on which such remittance should have been submitted, the Concessionaire Rental Car Provider shall pay interest to the County at the rate of eighteen percent (18%) per year (one-and-one-half percent (1.5%) per month) (or, if less, the maximum rate of interest allowed by law) on such overdue amounts calculated from the date on which such amounts should have been paid.

#### **Section 1-3-8.25 - Records to Be Maintained by Permittee**

- (a) During and with respect to the term of any Non-Concessionaire Rental Car Business Permit issued to it, each Non-Concessionaire Rental Car Provider shall maintain such books and

records as would normally be examined by an independent certified public accountant in accordance with generally accepted auditing standards in performing an audit or examination of Permittee's revenues and gross revenue in accordance with generally accepted accounting principles and this section.

- (b) Each Non-Concessionaire Rental Car Provider to whom a Non-Concessionaire Rental Car Business Permit is issued shall make all records available for inspection by the Airport Director and/or his duly authorized representative(s), during reasonable business hours, for a period of not less than three (3) years following the end of the term of the Permit to which such records relate; provided, however, that no such inspection will be conducted at a time or in a manner that causes undue interference with the business of the Non-Concessionaire Rental Car Provider.
- (c) The Non-Concessionaire Rental Car Provider may make such records available for inspection at a specified place in Augusta, Georgia, or at its corporate headquarters. In the event that the inspection of such records is made at the Non-Concessionaire Rental Car Provider's corporate headquarters, and said corporate headquarters are located outside the limits of the County, then the Non-Concessionaire Rental Car Provider shall reimburse the County for all reasonable travel expenses associated with travel by the Airport Director and/or his duly authorized representative(s) to the Non-Concessionaire Rental Car Provider's corporate headquarters for the inspection of such records.

#### **Section 1-3-8.26 - Failure to Submit Statement of Gross Revenue and Customer Facility Charge Report**

- (a) If, in any month, any Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider fails to submit a timely statement of gross revenue and Customer Facility Charge Report, as required by Section 5 of this Ordinance, at the end of the thirtieth (30<sup>th</sup>) day following the final day on which such timely statement should have been submitted, the Aviation Commission may, at its discretion, perform, or hire an agent to perform, an audit of Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider's various books and records (including, but not limited to, the records that such Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider is required to maintain under the provisions of this Ordinance) to determine Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider's gross revenue and Customer Facility Charge requirement during the month that would have been the subject of such timely statement of gross revenue and Customer Facility Charge report. The Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider shall, within thirty (30) days of receipt of an invoice from the Aviation Commission therefor, reimburse the Aviation Commission for its reasonable cost of performing or of hiring an agent to perform, such audit.

#### **Section 1-3-8.27 -Term of Permit**

- (a) The term of such Non-Concessionaire Rental Car Business Permit shall extend from the date it is issued until either midnight on the 31st day of December next following the date it was issued or the date on which such Permit is revoked, whichever is earlier. The Rental Car Courtesy Vehicle decals issued in connection with a Permit shall expire at the end of the term of such Permit.

- (b) On the first day of January of each succeeding year, the term of the Non-Concessionaire Rental Car Business Permit shall be extended automatically for successive one (1) year periods, unless said Permit is earlier suspended or revoked. If a suspension is in effect on January 1, the Non-Concessionaire Rental Car Provider shall remedy all failures to comply with the provisions of this Ordinance and shall apply for a new Non-Concessionaire Rental Car Business Permit before any such Permit may be issued.

**Section 1-3-8.28 - Permit Non-Transferable**

- (a) No Non-Concessionaire Rental Car Business Permit, and no rental car decal issued in connection with such Permit, may be transferred, assigned, loaned, or used in any way by any person or entity other than the Non-Concessionaire Rental Car Provider to whom such Permit was issued or the Operator of a Rental Car Courtesy Vehicle operated under agreement with such Non-Concessionaire Rental Car Provider.

**COUNTY:**

Approved:

  
David Copenhaver, Mayor

Attest:

*ACM*  
*3/18/16*  
  
Dep. Clerk of Commission

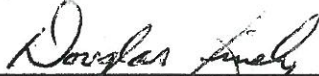
Clerk (Seal)

Approved as to form:

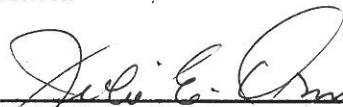
  
County Attorney

**AVIATION COMMISSION:**

Approved:

  
Douglas Lively, Chairman

Attest:

  
Commission Secretary

Secretary (Seal)