



Agenda  
Indianapolis Airport Authority  
November 21, 2014  
8:30 AM

- I. **Call to Order**
- II. **Approval of Minutes of the Pre-Board and Regular Meeting of October 17, 2014**
- III. **Board Reports**  
President's Report
- IV. **Official Actions**  
Consider for approval the individual items listed on the IAA General Agenda, dated November 21, 2014.
- V. **Staff Reports**  
Executive Director Report
- VI. **Other Reports/Update**
- VII. **Ordinances, Resolutions and Public Hearings**
  - a) Introduction of **General Ordinance No. 7-2014**, outlining the 2015 Rates and Charges.
  - b) Introduction of **General Ordinance No. 8-2014**, amending General Ordinance No. 6-2014 which authorized the issuance and sale of one or more series of revenue bonds designated as 'Indianapolis Airport Authority Refunding Airport Revenue Bonds, Series 2014'.
  - c) Consider for approval **Resolution No. 12-2014** concerning the Land Use Initiative.
- VIII. **Board Communications**  
  
*Next Meeting: Friday, December 19, 2014 @ 8:30 a.m.*
- IX. **Adjourn**

**MINUTES**  
**Board of Directors Meeting**  
**Indianapolis Airport Authority**

The Regular Meeting of the Indianapolis Airport Authority Board was called to order at 8:33 a.m., October 17, 2014, in the Airport's Board Room at the Indianapolis International Airport.

**Present at commencement of the meeting and comprising a quorum were:**

Michael W. Wells, President  
Kelly J. Flynn, Vice President  
Alfred Bennett, Secretary  
Jean Wojtowicz, Member  
Jack T. Morton, Jr., Member  
Karen Caswelch, Member  
Dr. Philip C. Borst, Member  
Brett Voorhies, Member  
Lynn T. Gordon, Advisory Member

Rex M. Joseph, Jr., IAA Board Counsel

**IAA executive staff attending:**

Mario Rodriguez, Executive Director  
Robert A. Duncan, Deputy Executive Director  
Mike Medvescek, Sr. Director of Operations  
Marsha Stone, Sr. Director of Commercial Enterprise  
Joseph Heerens, General Counsel  
Shannetta Griffin, Sr. Director of Planning & Development  
Robert Thomson, Sr. Director of Finance  
Jamie Leap, Sr. Executive Assistant/Recording Secretary

**APPROVAL OF MINUTES**

Upon a motion by Ms. Wojtowicz, seconded by Mr. Flynn and unanimously passed, approval was given to the Minutes of both the Pre-Board and Regular Meetings of September 19, 2014.

**ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS**

President Wells described Resolution No. 11-2014, pertaining to certain IAA Financial Policies. Upon a motion by Ms. Wojtowicz, seconded by Ms. Caswelch and unanimously passed, approval was given to Resolution No. 11-2014.

**BOARD REPORTS**

**President's Report**

None.

**OFFICIAL ACTIONS**

**INTRODUCTION AND APPROVAL OF THE INDIANAPOLIS AIRPORT AUTHORITY'S GENERAL AGENDA, DATED October 17, 2014:** President Wells introduced and then verbally described each of the individual items listed on the General Agenda, after which he asked for separate motions of approval, as follows:

**BP2014-10-1.** Upon a motion by Mr. Flynn, seconded by Mr. Bennett and unanimously passed, approval was given to BP2014-10-1.

**BP2014-10-2.** Upon a motion by Mr. Morton, seconded by Dr. Borst and unanimously passed, approval was given to BP2014-10-2.

**STAFF REPORTS**

**Executive Director Report**

Mr. Rodriguez announced the new technology being utilized within the Guest Services function at the Indianapolis International Airport. This technology recently received significant and valuable media coverage/attention (including a brief mention on NBC's "The Tonight Show"), which referred to the new technology as a "friendly robot". The technology was briefly demonstrated during this board meeting.

**ADJOURNMENT**

President Wells announced that the next IAA Board meeting is scheduled for November 21, 2014. There being no further business, the meeting was adjourned at 8:37 a.m.

**INDIANAPOLIS AIRPORT AUTHORITY \***

By: \_\_\_\_\_  
Michael W. Wells, President

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

DATED: \_\_\_\_\_

\* Signed under authority of IAA Board Resolution #6-2013

IAA Board Meeting  
General Agenda  
November 21, 2014

General:

**BP2014-11-1** Consider for approval the delegation of authority to the Executive Director to approve and execute the First Amendment to Land and Building Lease Agreement with Eagle Creek Aviation Services, Inc.

**BP2014-11-2** Consider for approval the delegation of authority to the Executive Director to approve and execute the Fourth Amendment to Land and Building Lease Agreement with Indy Jet Holdings, LLC.

Capital Program:

**BP2014-11-3** Consider for approval Amendment No. 1 to the contract with Woolpert, Inc. for Rehabilitate Runway and Taxiway Connectors A1, A2, A3 and A4 & Replace Airfield Lighting at Metropolitan Airport, Project # M-15-045, in an amount not-to-exceed \$103,316.99 (fees) and \$575.00 (expenses) for a total not-to-exceed amount of \$103,891.99. Supplier diversity participation on this amendment is DBE 31.63% (Journey Eng., LLC, & Infrastructure Eng., Inc.), MBE 0.0%, WBE 8.71% (Journey Eng., LLC, & ReproGraphix, Inc.), and VBE 7.20% (B&R Consulting, LLC)

**BP2014-11-4** Consider for approval the revised project budget and approval of Change Order No. 1 with Gibraltar Construction Corporation for Structural Slab Replacement at the Downtown Heliport, Project # H-13-036, in an amount not-to-exceed \$99,334.60. Supplier diversity participation for Change Order No. 1 is DBE 9.70% (Circle City Rebar, LLC, Kopetsky Tri-Ax, Inc.), MBE 14.10% (Circle City Rebar, LLC, Harmon Steel, Inc.), WBE 1.74% (Area Wide Electric, Inc., Kopetsky Tri-Ax, Inc.), and VBE 0.00%



## **BOARD MEMO – SIGNATURE AUTHORITY**

To: IAA Board of Directors

From: Marsha Stone, Sr. Director of Commercial Enterprise

Date: November 6, 2014

Board Date: November 21, 2014

Subject: Executive Director Signature Authority/Eagle Creek Aviation Services, Inc.

### **Background**

This Board Memo is brought forward to seek approval from the Authority Board for a delegation of authority to the IAA's Executive Director to execute the First Amendment to a Land and Building Lease Agreement with Eagle Creek Aviation Services, Inc. (ECAS) on behalf of the Authority Board. ECAS is the FBO operator at Eagle Creek Airpark and they have expressed a desire to have a document executed as quickly as possible so they can move forward with the refinancing of debt for their FBO operation. This amendment also extends their current term by 12 years, via two (2) option term renewals of six (6) years each.

The IAA Staff has worked with ECAS on this amendment; however, it is anticipated the document may not be executed by ECAS in time to meet the November Agenda. It is fully anticipated ECAS will sign this document prior to the December Board meeting so they can proceed with their refinancing.

### **Scope**

Due to the timing required for final negotiations on this document, IAA Staff is requesting delegation by the IAA Board to the Executive Director to approve all documents required for Eagle Creek Aviation Services, Inc. relating to the First Amendment.

### **Schedule**

November 21, 2014: Approval of Delegation of Authority for the execution of the Eagle Creek Aviation Services, Inc. First Amendment to Land and Building Lease Agreement.

### **Revenue and/or Operating Cost Implications**

#### **Revenue:**

Revenue terms remain unchanged. Annual land and building revenue for 2014 will be \$100,200.72, with fair market value adjustments every five years beginning January 1, 2016. ECAS also pays one percent (1%) of gross receipts for their operation. ECAS paid the IAA \$100,179.77 in 2013 and year to date for 2014, ECAS has paid \$67,384.38.

Operating Costs:

All operating expenses are covered by ECAS.

**Supplier Diversity Participation**

Due to the nature of this document there will be no D/M/WBE participation

**Recommendation**

The IAA Staff recommends the Board consider for approval the delegation of authority to the Executive Director to approve and execute the First Amendment to Land and Building Lease Agreement with Eagle Creek Aviation Services, Inc.



## **BOARD MEMO – SIGNATURE AUTHORITY**

To: IAA Board of Directors

From: Marsha Stone, Sr. Director of Commercial Enterprise

Date: November 6, 2014

Board Date: November 21, 2014

Subject: Executive Director Signature Authority / Indy Jet Holdings, LLC

### **Background**

This Board Memo is brought forward to seek approval from the Authority Board for a delegation of authority to the IAA's Executive Director to execute the Fourth Amendment to a Land and Building Lease Agreement with Indy Jet Holdings, LLC (Indy Jet) on behalf of the Authority Board. Indy Jet, the FBO operator at Indianapolis Regional Airport has expressed a desire to have a document executed as quickly as possible so they can move forward with refinancing their debt, as well as commence construction on a new hangar at this reliever airport.

Due to the timing of the November Board meeting, it is anticipated the document may not be executed by Indy Jet in time to meet the November Agenda. However, IAA Staff anticipate Indy Jet will sign this document prior to the December Board meeting so they can proceed with their refinancing; along with the proposed construction of a new hangar with an expected investment of \$900,000.00.

### **Scope**

Due to the timing required for final negotiations on this document, IAA Staff is requesting delegation by the IAA Board to the Executive Director to approve all documents required for Indy Jet's refinancing and hangar investment.

### **Schedule**

November 21, 2014: Approval of Delegation of Authority for the execution of the Indy Jet Holdings, LLC Fourth Amendment to Land and Building Lease Agreement.

### **Revenue and/or Operating Cost Implications**

#### **Revenue:**

Revenue terms remain unchanged. Annual land and building revenue for 2014 will be \$83,499.00, with fair market value adjustments every five years beginning January 1, 2016. Indy Jet also pays two percent (2%) of gross receipts for their operation. Indy Jet paid the IAA \$17,131.63 in 2013 and year to date for 2014; Indy Jet has paid \$18,762.82.

Operating Costs:

All operating expenses are covered by Indy Jet.

**Supplier Diversity Participation**

Due to the nature of this document there will be no D/M/WBE participation

**Recommendation**

The IAA Staff recommends the Board consider for approval the delegation of authority to the Executive Director to approve and execute the Fourth Amendment to Land and Building Lease Agreement with Indy Jet Holdings, LLC.



## **BOARD MEMO – APPROVAL OF AMENDMENT**

To: IAA Board of Directors

From: Shannetta Griffin, P.E., Sr. Director of Planning & Development

Date: November 11, 2014

Board Date: November 21, 2014

Subject: Approval of Amendment No.1 for Professional Services with Woolpert, Inc. for Rehabilitate Runway and Taxiway Connectors A1, A2, A3 and A4 and Replace Airfield Lighting at Metropolitan Airport, Project # M-15-045 & 046

### **Background**

Metropolitan Airport (UMP) has one asphalt runway, Runway 15-33. The runway was most recently overlaid in 1992 and widened in 1996. The runway including blast pad are 4,004 feet by 100 feet. The runway lighting system was installed in 1960s and the taxiway system was installed in 1987. The majority of the lighting system is a direct buried system (wire in ground and stake mounted lights). The exception is the runway lights on the east side of the runway that were replaced as a closed system (wire in conduit and base cans on the lights) as part of the runway widening in 1996.

For grant funding purposes, the runway rehabilitation and lighting replacement have been programmed for funding as separate projects to be executed together as one capital project. The asphalt runway rehabilitation is anticipated to include milling, repairing base as needed, crack repair, drainage system improvements as needed, asphalt overlay of runway and taxiways connectors to the relocated hold lines, runway grooving, and remarking the runway and taxiway connectors including the relocated holdlines. The airfield lighting replacement is anticipated to include completing the upgrade of the runway lighting system to a closed system, replacement of the taxiway lighting system with a closed system, and relocation of the guidance signs to coincide with the relocated holdlines.

Rehabilitation of the pavement and replacement of the lighting system is needed to maintain the pavement and lights in efficient operating condition; design life of pavement rehabilitation is approximately 15 years and airfield lighting at least 10 years. As part of the design process, the lighting systems will be assessed to determine whether to replace the lights with the existing quartz (incandescent) system or change to an LED system.

On August 22, 2014, the Indianapolis Airport Authority (IAA) issued a qualifications based Request for Proposals (RFP) per Federal Aviation Administration (FAA) requirement to select a designer for this project, with responses due on September 18, 2014. Five proposals were received. A review committee made up of three IAA representatives reviewed and ranked the proposals. On October 9, 2014 the review committee conducted interviews with all five proposers. Woolpert, Inc. was ranked highest by the committee to meet this project's professional service needs.

To allow the field investigation portion of the design to commence before winter weather, an initial professional services contract was executed by the Executive Director on November 13, 2014. The initial design services include site visit with Indianapolis Airport Authority (IAA) staff and key tenants, field survey, geotechnical investigation, drainage system videoing and evaluation, inventory of airfield electrical system and draft lighting justification study to identify the preferred type of replacement electrical system.

### **Scope**

This amendment covers the balance of the design services through the bid phase. Since this capital project is programmed for discretionary grant funding, the construction phase design services will be amended into the contract when the construction grant is received. The preliminary and final design services in this amendment include: pavement design, electrical design for the preferred system, preparation of safety phasing plan, preparation of plans and specifications, safety risk analysis of project, design review meetings, outreach to tenants and surrounding community to inform about an around-the-clock accelerated construction schedule, pre-bid meeting, and bid evaluation.

### **Budget**

The Woolpert, Inc. Amendment No. 1 is \$103,891.99 for a total professional service contract through bid phase of \$174,866.07 which is within the approved 2015 Capital Budget for Rehabilitate Runway and Taxiway Connectors A1, A2, A3 and A4, Project # M-15-045 and Replace Airfield Lighting at Metropolitan Airport, Project # M-15-046.

The funding for this project is expected to be 90% Federal Aviation Administration (FAA) grant funds and up to 10% Airport capital improvement funds. The IAA will also be applying for a state grant from Indiana Department of Transportation (INDOT). When there are sufficient monies in the state budget, INDOT provides a grant up to 5% of the funding potentially reducing the Airport capital funding to as little as 5% of the project. A 2014 grant was received by IAA to fund the design portion of the combined project.

This project is being undertaken to rehabilitate existing infrastructure that is integral to the continued safe operations of the airport and is anticipated to be grant funded. As a result of the critical nature of the repairs and the anticipated grant funding, this project

is exempt under the Authority's hurdle rate policy and has not been subjected to an internal rate of return calculation.

**Schedule**

The contract term will be extended by Amendment No. 1 to August 31, 2015 for preliminary and final design, and bid phase services.

**Supplier Diversity Participation**

The Director of Supplier Diversity has approved the following:

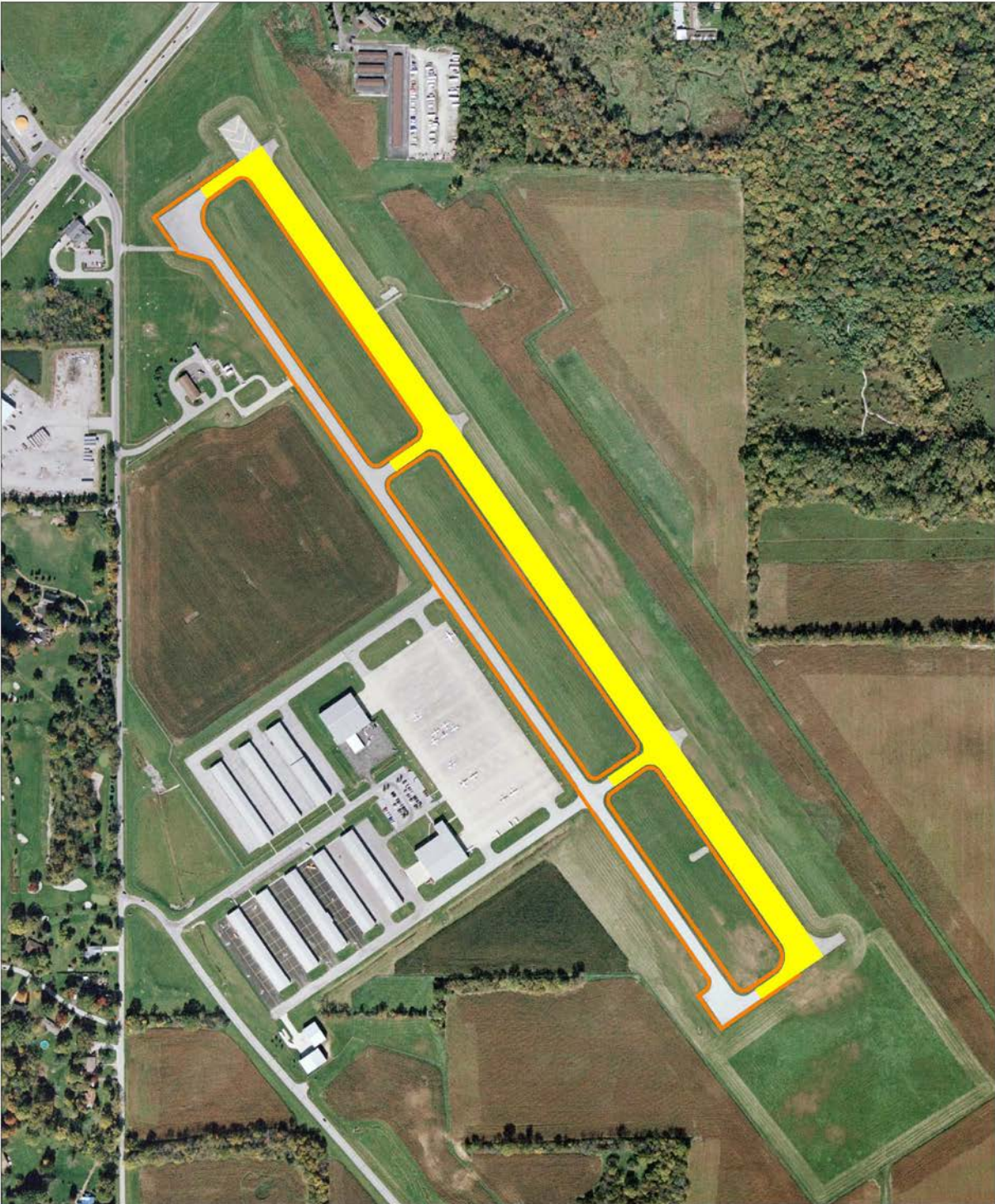
Firm	Amount				%			
	DBE	MBE	WBE	VBE	DBE	MBE	WBE	VBE
Journey Eng., LLC	\$7,300.00	\$0.00	\$7,300.00	\$0.00	7.03%	0.00%	7.03%	0.00%
Infrastructure Eng., Inc	25,556.99	0.00	0.00	0.00	24.60%	0.00%	0.00%	0.00%
B&R Consulting, LLC	0.00	0.00	0.00	7,480.00	0.00%	0.00%	0.00%	7.20%
Repro Graphix, Inc.	0.00	0.00	1,750.00	0.00	0.00%	0.00%	1.68%	0.00%
<b>Totals</b>	<b>\$32,856.99</b>	<b>\$0.00</b>	<b>\$9,050.00</b>	<b>\$7,480.00</b>	<b>31.63%</b>	<b>0.00%</b>	<b>8.71%</b>	<b>7.20%</b>

**Contract Summary to Date**

Service & Term	Amount	DBE	MBE	WBE	VBE
Professional Services Term: 11/13/14 - 1/31/2015	\$70,974.08	64.61%	45.19%	10.20%	0.00%
Professional Services Term Extended: 8/31/2015	\$103,891.99	31.63%	0.00%	8.71%	7.20%
<b>tract NTE</b>	<b>\$174,866.07</b>	<b>25.63%</b>	<b>37.73%</b>	<b>9.32%</b>	<b>7.20%</b>

**Recommendation**

The IAA staff recommends that the Board consider for approval Amendment No. 1 to the contract with Woolpert, Inc. for Rehabilitate Runway and Taxiway Connectors A1, A2, A3 and A4 & Replace Airfield Lighting at Metropolitan Airport, Project # M-15-045, in an amount not-to-exceed \$103,316.99 (fees) and \$575.00 (expenses) for a total not-to-exceed amount of \$103,891.99. Supplier diversity participation on this amendment is DBE 31.63% (Journey Eng., LLC, & Infrastructure Eng., Inc.), MBE 0.0%, WBE 8.71% (Journey Eng., LLC, & ReproGraphix, Inc.), and VBE 7.20% (B&R Consulting, LLC).



 Indianapolis Airport Authority

**INDIANAPOLIS METROPOLITAN AIRPORT**  
REHABILITATE RUNWAY & TAXIWAY  
CONNECTORS A1, A2, A3 & A4 AND  
REPLACE AIRFIELD LIGHTING

 REHABILITATE PAVEMENT  
 REPLACE AIRFIELD LIGHTING

 NO SCALE



## **BOARD MEMO – CHANGE ORDER**

To: IAA Board of Directors

From: Shannetta Griffin, P.E., Sr. Director of Planning & Development

Date: November 11, 2014

Board Date: November 21, 2014

Subject: Approval of Change Order No.1 with Gibraltar Construction Corporation for Structural Slab Replacement at Indianapolis Downtown Heliport, Project # H-13-036

### **Background**

A portion of the apron at the Downtown Heliport is located over the structural slab for the parking garage below. The structural slab and some of the underlying beams and portion of columns needed to be replaced to address water infiltration issues and deterioration of the existing slab structure.

On January 17, 2014, the Board approved plans and specifications for the Downtown Heliport Structural Slab Replacement, and authorized the public bidding process. The bid package for the project contained a single lump sum base bid. On April 18, 2014, a contract was awarded to Gibraltar Construction, the lowest responsive and responsible bidder in the amount of \$673,600.00.

### **Change Order Summary**

Contract changes fall under one of three categories: Errors/Omissions, Unforeseen Circumstances, or additional Owner requested scope. Typically, the cost of an error is paid by the designer since this requires redo of work that has been completed. Omissions are items that are corrected before work is done on that item and the designers are typically charged up to 15% of the cost of that item since the item has to be negotiated with the contractor. Unforeseen circumstances are items that could not have been anticipated by the designer and are not charged against the designer.

This Change Order No. 1 addresses unforeseen conditions. The Heliport is an older structure and no as-built plans are available. After demolition, the South Grade Wall/Beam (south wall of the garage supporting the slab) was identified to be only 5 inches thick instead of 12 inches, an unforeseen condition due to only the exterior surface being visible during the design process. Modifications to this wall/beam were needed to strengthen it to support the new concrete slab. This work was approved per the Force Account provisions of the specifications on a time and material basis to avoid contingency costs by the contractor and to allow the project to proceed.

The other unforeseen condition identified during construction was the need to weather proof the tenant’s electrical connection to power the ambulances when parked. The ambulances normally park in the garage, under the structural slab being replaced. To make room for the construction, the ambulances were moved outside to a corner of the apron during construction and the electrical connections were moved to provide power to the ambulances. Being located outdoors, improvements were required to the existing connections to make them more weather proof. This work was approved per the Force Account provisions of the specifications on a time and material basis to allow the project to proceed.

With the extensive unforeseen conditions work on an older structure without as-built plans, the total construction contract including this change order will exceed the approved 2014 Capital Budget. On November 7, 2014 the Executive Management Team approved an increase to the budget to accommodate these unforeseen conditions after the costs were known. This increase is accommodated within the overall capital budget.

ITEMS	COST
South Grade Wall/Beam Modification	\$ 98,055.70
Weather Proof Temporary Ambulance Power	\$ 1,278.90
Total Change Order No. 1	\$ 99,334.60
 <b><u>Revised Construction Amount</u></b>	
Original Construction Contract Amount	\$ 673,600.00
Current Change Order No. 1 (14.75%)	99,334.60
New Construction Contract Total	\$ 772,934.60
 <b><u>Project Costs</u></b>	
Design (including survey and geotechnical)	\$ 174,631.00
Advertisements for Bid	254.73
Material Testing	2,135.00
Inspection	99,345.82
Construction Contract Amount	673,600.00
Current Change Order No. 1 (14.75%)	99,334.60
Revised Total Anticipated Project Cost	\$ 1,049,301.15

This project is eligible for up to 90% Airport Improvement Program (AIP) grant funding from the Federal Aviation Administration (FAA). The IAA has also applied for a state grant from INDOT. When there are sufficient monies in the state budget, INDOT provides a grant of up to 5% of the total project amount receiving AIP grant funds (half the local share), potentially reducing the Airport capital improvements funding to as low as 5% of the project. The IAA has received two AIP grants totaling \$487,352 in funding for the project, or approximately 50% of the total project cost excluding contingency. The IAA intends to seek grant reimbursement with future Heliport AIP grant funds.

**Schedule**

The contract term will be extended by Change Order No. 1 to November 20, 2014. The time extension for this change order accounts for additional construction related to modification of column/beam connections and modifications to the south wall grade beam due to unforeseen conditions revealed during the demolition and to address punchlist items.

**Supplier Diversity Participation**

If Change Order No. 1 is approved by the Board, the supplier diversity participation on this project will change as follows:

<b>FIRM</b>	<b>CLASSIFICATION</b>	<b>ORIGINAL AMOUNT</b>	<b>ORIGINAL %</b>	<b>AFTER CO AMOUNTS</b>	<b>AFTER CO %</b>
Area Wide Electric, Inc.	WBE	\$45,000.00	6.68	\$46,200.00	5.98
Circle City Rebar, LLC	DBE/MBE	31,000.00	4.60	40,106.00	5.19
Harmon Steel, Inc.	MBE	24,510.00	3.64	29,412.00	3.81
Kopetsky Tri-Ax, Inc.	DBE/WBE	15,000.00	2.23	15,531.15	2.01
AJ's Tool Rental, Inc.	WBE	2,600.00	0.39	2,600.00	0.34
Someday is Today	WBE	4,000.00	0.59	4,000.00	0.52
<b>Totals</b>	<b>DBE</b>	<b>\$46,000.00</b>	<b>6.83</b>	<b>\$55,637.00</b>	<b>7.20</b>
	<b>MBE</b>	<b>\$55,510.00</b>	<b>8.24</b>	<b>\$69,518.00</b>	<b>8.99</b>
	<b>WBE</b>	<b>\$66,600.00</b>	<b>9.89</b>	<b>\$68,331.00</b>	<b>8.84</b>
	<b>VBE</b>	<b>\$ 0.00</b>	<b>0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>

**Recommendation**

The IAA staff recommends that the Board consider for approval the revised project budget and approval of Change Order No. 1 with Gibraltar Construction Corporation for Structural Slab Replacement at the Downtown Heliport, Project # H-13-036, in an amount not-to-exceed \$99,334.60. Supplier diversity participation for Change Order No. 1 is DBE 9.70% (Circle City Rebar, LLC, Kopetsky Tri-Ax, Inc.), MBE 14.10% (Circle City Rebar, LLC, Harmon Steel, Inc.), WBE 1.74% (Area Wide Electric, Inc., Kopetsky Tri-Ax, Inc.), and VBE 0.00%.



## BOARD MEMO – 2015 RATES AND CHARGES

To: IAA Board of Directors  
From: Joseph R. Heerens, IAA General Counsel  
Date: November 5, 2014  
Board Date: November 21, 2014  
Subject: 2015 Rates & Charges Ordinance

### Scope

The Board annually adopts an ordinance in order to implement a schedule of rates and charges for the use of Airport facilities. This proposed Ordinance (for 2015) sets forth rates (both current and those proposed to be changed) that will go into effect on January 1, 2015. The following represents a summary of changes that have been made from the current Rates & Charges Ordinance in effect for calendar year 2014:

1. Section III:
  - a. Updates the landing fee per 1,000 pounds of Certified Gross Landing Weight, as per the appropriate calculation (increased from \$2.82 up to \$2.88).
  - b. Updates the annual space rental charge(s) per square foot (for Signatory Airlines, such rental has been increased from \$91.68 up to \$95.11, and for Non-Signatory Airlines, such rental has been increased from \$137.52 up to \$142.67). With respect to Aircraft Apron, rental has been lowered from \$0.34 down to \$0.27 for Signatory Airlines, and lowered from \$0.51 down to \$0.41 for Non-Signatory Airlines.
  - c. Updates the “per enplaned passenger fee” paid by non-signatory airlines having less than 2% of the total enplaned passengers at the Airport, from \$7.02 up to \$7.23.
2. Section IV:
  - a. Updates the “per trip” fee to be paid by hotel and motel vehicles at the rate of \$0.75 per trip to/from the Airport.
  - b. Establishes that the “per trip” fee to be paid by off-Airport parking operators will remain at \$7.50 per trip to/from the Airport (was originally set at \$8.50 per trip last year, but was subsequently reduced to \$7.50 by the Executive Director as permitted by the language in the current ordinance).

- c. Updates the language in the “audit” section of the ordinance to reflect and be consistent with other changes made elsewhere in the ordinance.
  - d. Makes minor changes to several of the “per trip” fees of the other ground transportation providers.
3. Section V:
- a. Expands the section on airport badges to also include a fee for badges that are not returned as required by policy.
4. Section VI:
- a. As allowed by Indiana law, this section establishes certain fees that may be charged by a local governmental entity (such as the IAA) in connection with responding to public records requests, such as photocopying costs (\$0.10 per page), certification of documents (\$5.00 each), and direct costs of searching databases or record systems.

**Schedule**

November 21, 2014	Introduction of General Ordinance No. XX-2014
December 19, 2014	Public Hearing/Consideration for Adoption of said Ordinance

**Revenue and/or Operating Cost Implications**

The Rates and Charges Ordinance is the principal document to impose fees and charges for the use of Airport facilities in support of the 2015 approved Operating and Capital Budgets of the IAA.

**GENERAL ORDINANCE NO. 7-2014**

**WHEREAS**, the Indianapolis Airport Authority Board (the "Authority"), pursuant to Indiana Code § 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 services;

**WHEREAS**, the Authority desires to enact reasonable rates and charges for the use of its airport facilities and services, commencing as of January 1, 2015;

**WHEREAS**, the Authority considered a number of factors in determining reasonable rates and charges relative to landing fees, space rentals, and other uses of the Airport's facilities and services, including, but not limited to, the following: the projected revenues, expenses, and need for capital projects and comparisons with the rates of other airports; and

**WHEREAS**, representatives of the Authority have held discussions with representatives of many of the airline companies serving the Indianapolis International Airport (the "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 Authority's Board:

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

A. Air Carrier

A person or entity 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 the Airport, designated for the parking of diverted, overnight, passenger, cargo, and other types of aircraft and operations.

C. Airport

The "Airport" means the Indianapolis International Airport, which generally includes, by way of example and not of limitation, all of the real property owned by the Authority and located west of Interstate 465, south of Washington Street, north of State Road 67, and east of State Road 267.

D. Airport Terminal Building

The Colonel H. Weir Cook terminal building at the Airport.

E. Certificated Air Carrier

A person or entity 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 ("FAA") for landing of an aircraft.

G. Commuter Air Carrier

A person or entity 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 or the International Arrivals Building located at 7001 Pierson Drive.

H. Contract Day

The term "Contract Day" shall mean each twenty-four (24) hour period, or fraction thereof, for which an RAC (hereinafter defined) 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(K) 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 the Airport by aircraft as a paying or non-revenue passenger.

L. Enplaned Passenger

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

M. Executive Director

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

N. General Aviation Aircraft

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

O. Ground Transportation Provider

A person or entity, other than taxi operators, that provides ground transportation services for hire from the Airport Terminal Building or International Arrivals Building, utilizing a limousine-sedan, van, mini-bus, SUV (sport utility), charter bus, or other similar type of vehicle.

P. International Arrivals Building

The building located at 7001 Pierson Drive at the Airport.

Q. Landing

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

R. Military Aircraft

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

S. Non-Based Employee

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

T. Non-Scheduled Air Carrier

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

U. 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 the Airport which has not executed the Authority's 2010 form of "Agreement and Lease of Premises", for the use of, and for occupancy of, space and/or facilities at the Airport.

V. General Ordinance

The term "General Ordinance" shall mean this General Ordinance No. 7-2014.

W. RAC

The term "RAC" shall mean any auto rental entity which leases office space, counter space, buildings, or real property for the operation of a rental car business at the Airport.

X. Scheduled Air Carrier

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

Y. 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 the Airport, which has executed Authority's 2010 form of "Agreement and Lease of Premises", for the use of, and for occupancy of, space and/or facilities at the Airport.

Z. Test Flight

The term "Test Flight" shall mean the flight of an aircraft occurring at the Airport, wherein the primary purpose of the flight is to test some aspect of the aircraft's operational capability rather than to transport people, cargo, mail or property to some destination.

AA. Ramp

The term "Ramp" shall mean the apron areas at the Airport.

BB. Effective Date

The term "Effective Date" shall mean January 1, 2015, as more particularly described in Section XIV hereof.

**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, Indianapolis Regional Airport, and the Downtown Heliport:

A. General Aviation Aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.08 per gallon of fuel delivered into the fuel tanks of such aircraft.

B. Military Aircraft shall pay a fuel flowage fee of \$0.08 per gallon of fuel delivered into the fuel tanks of such aircraft.

C. Charges for removal of disabled aircraft by Authority:

If pilots, owners or agents of General Aviation Aircraft request that Authority employees remove disabled aircraft from runways, ramps, taxiways, or other operational or other areas on any of the General Aviation Airport or heliport, the cost of the use of the Authority's equipment (whether owned or leased) and Authority personnel shall be charged to the owner. As a condition to providing this service, the owner shall fully release and discharge the Authority from any and all liability related to the removal of aircraft.

D. All t-hangar tenants who request and obtain a relocation to another t-hangar unit prior to the end of their current t-hangar lease, shall pay an administrative service fee of \$250 to Authority in connection therewith.

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

A. General Aviation Aircraft, Military Aircraft, and Non-Scheduled Air Carrier

1. General Aviation Aircraft not operating on a regular schedule shall pay a fuel flowage fee of \$0.08 per gallon of fuel delivered into the fuel tanks of such aircraft.
2. Military Aircraft shall pay a fuel flowage fee of \$0.08 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 ~~\$2.82~~ \$2.88 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 ~~\$2.82~~ \$2.88 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 \$0.08 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 Section III(A)(3) in lieu of the charges established by this subparagraph.

B. Scheduled Certificated Air Carrier and Commuter Air Carrier Space Rentals

1. Annual Space Rental

An annual space rental charge per square foot of area is hereby levied upon all Signatory Scheduled Air Carriers, Signatory Commuter Air Carriers, 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>Signatory</u>	<u>Non-Signatory</u>
A. Terminal	<del>\$91.68</del> <u>\$95.11</u>	<del>\$137.52</del> <u>\$142.67</u>
B. Office or Club Room	<del>\$91.68</del> <u>\$95.11</u>	<del>\$137.52</del> <u>\$142.67</u>
C. Hold Rooms	<del>\$91.68</del> <u>\$95.11</u>	<del>\$137.52</del> <u>\$142.67</u>
D. Operations Space	<del>\$91.68</del> <u>\$95.11</u>	<del>\$137.52</del> <u>\$142.67</u>
E. Baggage Make-up/Bag Claim	<del>\$91.68</del> <u>\$95.11</u>	<del>\$137.52</del> <u>\$142.67</u>
F. Ticket Counter	<del>\$91.68</del> <u>\$95.11</u>	<del>\$137.52</del> <u>\$142.67</u>
G. Aircraft Apron	<del>\$0.34</del> <u>\$0.27</u>	<del>\$0.51</del> <u>\$0.41</u>

One-twelfth (1/12) of an annual rental charge shall be due and payable monthly on the first (1<sup>st</sup>) day of each calendar month, in advance. The Authority or its Executive Director

may assign such space to the airlines, from time to time and in the exercise of reasonable judgment, and in accordance with their needs.

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

(a) 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 the following: Signatory Airlines using the baggage system and non-signatory airlines with two percent (2%) or more of total enplaned passengers. Such charges shall be determined based on the number of airlines meeting the above criteria each December 1 for the following calendar year. Should the number of airlines meeting these criteria increase or decrease after December 1, an adjustment will be made accordingly for the remainder of the year.

(b) 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 airline (both signatory and non-signatory) using the baggage system. All signatory airlines and non-signatory airlines with two percent (2%) or more of total enplaned passengers shall pay based on their percentage share of total enplaned

passengers forecasted at Airport for calendar year for which rates will be set. Non-signatory airlines with less than 2% of total enplaned passengers shall pay a fee per enplaned passenger of ~~\$7.02~~ \$7.23.

3. Landing Fees

There are hereby established and levied landing fees upon each Non-Signatory Air Carrier using the Airport, a landing fee of ~~\$2.82~~ \$2.88 per 1,000 pounds of Certificated Gross Landing Weight of each aircraft for each landing. Signatory Air Carriers shall pay a landing fee of ~~\$1.88~~ \$1.92 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 General Ordinance shall electronically provide to the Executive Director, on or before the fifteenth (15<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 five (5) years after the creation thereof. Notwithstanding the foregoing, if a flight operated by an Air Carrier returns to the Airport within thirty (30) minutes after departure due to a medical emergency or mechanical problem, said Air Carrier will not be obligated to pay landing fees for its return to the Airport. Aircraft operators will not be obligated to pay landing fees for any Test Flight occurring at the Airport.

4. Passenger Records

Each Air Carrier shall maintain a daily record of the number of passengers departing by its aircraft from the 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. Such reports shall be subject to the Authority's review and audit,

and Air Carrier's records with respect to such reports shall be retained for at least five (5) years after the creation thereof.

5. International Arrivals Building and Ramp located at 7001 Pierson Drive

(a) International Processing Fee: All Air Carriers shall pay a minimum service facility fee not to exceed \$200.00 per flight (as approved by the Executive Director), or not to exceed \$2.00 per person processed (as approved by the Executive Director), 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 not to exceed \$200.00 (as approved by the Executive Director).

(c) Reboarding Lounge: When used separately to accommodate deplaning or enplaning passengers or for special purpose or function, the user shall pay a fee not to exceed \$300.00 (as approved by the Executive Director).

(d) International Arrivals Ramp: A parking fee of \$300.00 per twenty-four (24) hour period (or fraction thereof) shall be paid by Air Carriers who utilize the

International Arrivals Ramp for aircraft parking. A parking fee of \$50.00 per twenty-four (24) hour period (or fraction thereof) shall be paid by General Aviation Aircraft operators of "Group I" and "Group II" aircraft who utilize the International Arrivals Ramp for aircraft parking.

6. International Arrivals at Airport Terminal Building

(a) A parking fee of \$300.00 per twenty-four (24) hour period (or fraction thereof) shall be paid by aircraft operators who utilize the International Arrivals Ramp for aircraft parking.

(b) All Certificated Air Carriers shall pay a service facility fee of \$200.00 per flight (as approved by the Executive Director) for use of the "Federal Inspection Station", Hold Room & Loading Bridge at the Airport Terminal Building.

7. Aircraft Remote Parking Areas

Any user parking aircraft in apron areas that are maintained by Authority shall pay a fee of \$300.00 per twenty-four (24) hour period (or fraction thereof).

8. Gate Use Fee

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

	<u>Up to 3 hours</u>	<u>More than 3 hours but less than 9 hours</u>
(a) <u>Terminal Facilities</u>		
<u>NON-SIGNATORY AIR CARRIER</u>		
Hold Room & Loading Bridge	\$200.00	\$300.00
Aircraft Apron	\$300.00	\$400.00
Operations Space	\$130.00	\$260.00
Ticket Counter and Public Address System	\$130.00	\$260.00
	<u>More than 9 hours but less than 18 hours</u>	<u>18 hours to 24 hours</u>
Hold Room & Loading Bridge	\$1,200.00	\$2,800.00
Aircraft Apron	\$ 400.00	\$ 400.00
Operations Space	\$ 260.00	\$ 520.00
Ticket Counter and Public Address System	\$ 260.00	\$ 520.00
(b) <u>Terminal Facilities</u>	<u>Up to 3 hours</u>	<u>More than 3 but less than 9 hours</u>
<u>SIGNATORY AIR CARRIER</u>		
Hold Room & Loading Bridge	\$ 150.00	\$250.00
Aircraft Apron	\$ 100.00	\$300.00
Operations Space	\$ 65.00	\$130.00

Ticket Counter and Public Address System	\$ 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	\$1,400.00
Aircraft Apron	\$ 300.00	\$ 300.00
Operations Space	\$ 190.00	\$ 380.00
Ticket Counter and Public Address System	\$ 190.00	\$ 380.00

9. Charges for Removal of Disabled Aircraft by Authority

If pilots, owners or agents of Air Carriers (the “Responsible Party” or “Responsible Parties”) request that Authority employees remove disabled aircraft from runways, ramps, taxiways or other operational or other areas on the Airport, the cost of the use of the Authority’s equipment (whether owned or leased) and Authority personnel shall be charged to the owner or Air Carrier. As a condition to providing this service, the Responsible Party shall fully release and discharge the Authority from any and all liability related to the removal of aircraft.

**Section IV.** With respect to ground transportation, concession and other fees at the Airport:

A. Taxicabs, Operating Agreement/Permit, and Fees

1. Taxicab owners or operators must have an Operating Agreement/Permit with the Authority, and pay a fee not to exceed \$500.00 (as approved by the Executive Director), in advance, for each six (6) month period that their Operating Agreement/Permit is in force. Notwithstanding the foregoing, the approved fee, as of the Effective Date, shall be \$500.00 for each six (6) month period.
2. Taxicab owners or operators shall pay a fee not to exceed \$2.50 (as approved by the Executive Director), per loading operation of passengers at the Airport. Notwithstanding the foregoing, the approved fee, as of the Effective Date, shall be \$1.00 per trip. 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/Permit, and Fees

1. Fees. Any person or entity operating a business, an integral part of which involves persons or baggage being regularly transported between the Airport and a motel, hotel, parking lot, or auto rental office situated off the Airport's property, in vehicles owned or operated by the person or entity providing the service (or any contractor and/or

subcontractor thereof), shall sign the Authority's Ground Transportation Agreement/Permit and 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

(i) An annual registration fee not to exceed \$1,000.00 (as approved by the Executive Director), per vehicle. Notwithstanding the foregoing, there shall be no annual registration fee for the period from and after January 1, ~~2014~~ 2015.

(ii) This Section IV(B)(1)(a)(ii) applies to hotels and motels which do not engage in, permit or allow, for fee or other remuneration, off-Airport car parking of vehicles owned or operated by Non-Guests (as hereinafter defined). A fee not to exceed \$2.50 (as approved by the Executive Director) for each trip by a hotel/motel vehicle to or from the Airport. Notwithstanding the foregoing, the approved fee, commencing as of the Effective Date, shall be ~~\$1.00~~ \$0.75 per trip to or from the Airport. The term "Non-Guests" means a person who requires transport to the Airport but who does not pay for a room and spend

at least one (1) night sleeping at the hotel or motel where the person's car is parked immediately before being transported to the Airport in a hotel/motel vehicle.

(iii) This Section IV(B)(1)(a)(iii) applies to hotels and motels which engage in, permit or allow, for fee or other remuneration, off-Airport car parking of vehicles owned or operated by Non-Guests. A fee not to exceed \$10.00 (as approved by the Executive Director) for each trip by a hotel/motel vehicle to or from the Airport. Notwithstanding the foregoing, the approved fee, commencing as of the Effective Date, shall be ~~\$8.50~~ \$7.50 per trip to or from the Airport.

(b) Persons or Entities Engaged in Off-Airport Car Parking

(i) A fee of ten percent (10%) of all sales and fees for the parking of automobiles and other vehicles, courtesy vehicle shuttle transportation, valet parking services, and automobile services, including, but not limited to, the following:

- 1) washing and waxing
- 2) detailing or interior cleaning
- 3) oil, lube and filter
- 4) bulb repair or replacement
- 5) parking fees or charges
- 6) other miscellaneous vehicle revenue

for its customers arriving, departing or using Airport (the "Parking Gross Revenue Fee"). Notwithstanding the foregoing, there will be no Parking Gross Revenue Fee for the period from and after the Effective Date, except, however, for any person or entity engaged in both off-Airport auto rental and off-Airport car parking (for fee or other remuneration) where such car parking accounts for less than thirty percent (30%) of the aggregate of all of the sales and fees (of such person or entity) which are described in Sections IV(B)(1)(b)(i) and IV(B)(1)(c) (hereinafter referred to as a "Hybrid Auto Rental Operator"). With respect to any such Hybrid Auto Rental Operator, the foregoing Parking Gross Revenue Fee shall continue for the period from and after the Effective Date.

(ii) From and after the Effective Date, there shall be a fee not to exceed \$10.00 (as approved by the Executive Director) for each trip to or from the Airport. Notwithstanding the foregoing, the approved fee, commencing as of the Effective Date, shall be ~~\$8.50~~ \$7.50 per trip to or from the Airport. This fee does not apply to any Hybrid Auto Rental Operator.

(c) Persons or Entities Engaged in Off-Airport Auto Rental

A fee of ten percent (10%) of all sales and fees for the rental of automobiles and services, including, but not limited to, the following:

- 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) other miscellaneous vehicle revenue
- 21) rental fees or charges & airport fees

for its customers arriving, departing or using Airport.

~~(d) — Entities Engaged in Multiple Activities~~

~~(i) — For entities operating hotel or motel vehicles and also engaging in off-Airport car parking, they shall: (i) pay the fees described in both Section IV(B)(1)(a) and Section IV(B)(1)(b) above; and (ii) maintain accurate books of account and other records of its business operations involving the Airport,~~

~~including keeping separate records of any and all off-Airport car parking sales and fees under Section IV(B)(1)(b).~~

~~(ii) — Section IV(B)(1)(d) shall be void with respect to the period from and after the Effective Date.~~

2. Audit. Any person or entity engaged in off-Airport auto rental (including, but not limited to, any Hybrid Auto Rental Operator), by acceptance and use of a Ground Transportation Agreement/Permit issued by the Authority, agrees that the Authority shall have the right to inspect and audit such person's or entity's books of account and other records pertaining to its business operations in connection with the Airport, ~~for the period prior to the Effective Date,~~ which books of account and other records shall be retained by such person or entity for a period of not less than five (5) years. ~~Notwithstanding the foregoing, the Authority shall continue to have the right to inspect and audit, for the period from and after the Effective Date, the books of account and other records of any person or entity engaged in off-Airport auto rental (including, but not limited to, any Hybrid Auto Rental Operator) pertaining to its business operations in connection with the Airport.~~

3. Termination of Ground Transportation Agreement/Permit.

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

1. Ground Transportation Providers shall pay a fee (as approved by the Executive Director) for each trip to or from the Airport, not to exceed the fees specified in the following table:

Vehicle Type	Per trip not-to-exceed fees
Limo-Sedan, including SUV (sport utility), <u>and private vehicles for hire (e.g., Lyft/Uber-x)</u>	<del>\$2.50</del> <u>\$3.00</u>
Van*	<del>\$5.00</del> <u>\$7.50</u>
Mini Bus**	\$10.00
Charter Bus	\$50.00

Notwithstanding the foregoing, ~~the fees that have been in effect for the period prior to the Effective Date are: \$1.95 for Limo-Sedan, including SUV (sport utility); \$2.20 for Van; \$2.40 for Mini Bus; and \$10.50 for Charter Bus. However,~~ commencing on as of the Effective Date, the approved fees for each trip to or from the Airport shall be: \$2.50 for Limo-Sedan, including SUV (sport utility) and private vehicles for hire (e.g., Lyft/Uber-x); \$5.00 for Van; \$8.50 for Mini Bus; and \$15.00 for Charter Bus.

\*The term "Van" means a vehicle with a maximum occupancy of 14 passengers and which does not require a commercial driver's license for operation.

\*\*The term "Mini Bus" means a vehicle with an occupancy greater than 14 passengers and which requires a commercial driver's license for operation.

2. Limousine owners and operators must have an Operating Agreement/Permit with the Authority and pay an annual fee (as approved by the Executive Director) not to exceed \$1,000.00. Notwithstanding the foregoing, any and all Ground Transportation Providers described in Section IV(D)(1), from and after the Effective Date, must have signed Authority's Operating Agreement/Permit, but, there shall be no annual fee for the period from and after January 1, ~~2014~~ 2015.

E. Special Events

Any operator or owner who does not have an Operating Agreement/Permit with the Authority that is providing ground

transportation for a special event or convention shall pay a fee, as approved by the Executive Director, not to exceed \$100.00 per vehicle per trip at the Airport.

F. Ground Transportation Booth and Fees

A monthly fee, as approved by the Executive Director, not to exceed \$95.00 per square foot for use of booths in the Ground Transportation Center located adjacent to Airport's parking garage.

G. Automatic Vehicle Identification System

From and after the Effective Date, any operator or owner operating a motor vehicle(s) at the Airport and subject to any of the trip fees of this Section IV (excluding private vehicles for hire such as Lyft/Uber-x), shall, at all times, equip such motor vehicle(s) with, and properly maintain therein, an Automatic Vehicle Identification Transponder (the "Transponder") provided by the Authority and pay a fee not to exceed \$50.00 (as approved by the Executive Director) for the purchase of each Transponder. Any such operator or owner of a motor vehicle(s) who fails to timely equip its motor vehicle(s) with the required Transponder(s) shall be subject to a penalty of \$1,000.00 per day, per vehicle, until such violation is corrected. No owner or operator of such a motor vehicle(s) shall, at any time, tamper with, or intentionally alter, modify, change or damage, the Transponder(s) in any way.

H. Conference and Meeting Rooms

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

I. General Concession & Service Fees

Any person or entity providing services or concessions at the Airport shall be required to obtain and sign a Use Permit or other written agreement from the Authority, and to pay the appropriate fees (as approved by the Executive Director) specified in said Use Permit or Agreement for the service or concession to be provided.

J. Public and Employee Parking

1. The Executive Director shall have the authority to set fees for the use of the Airport's parking garage and parking lots, in a daily amount not to exceed \$22.00; however, for the designated hourly area on the third floor of the parking garage, the daily amount will not exceed \$48.00.

2. The Executive Director shall have the discretion to develop and implement discounts, incentives, and other special programs for the Airport's parking garage or lots that may have the effect of reducing the daily rates set forth under Section IV(J)(1).

3. The Executive Director shall have the authority to set fines for violations of the Authority's parking policies, in an amount not to exceed \$250.00 per violation.

K. Customer Facility Charge

1. Each RAC shall pay a fee for each Customer Rental Transaction, and the Executive Director shall have the authority to set the fee in an amount not to exceed \$4.00 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 Authority's property 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's 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 its 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 its duly authorized representative(s), 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 calendar 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 or appropriate, upon at least 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 the 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 or~~ such other costs as ~~agreed to~~ specified 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 calendar year, RAC shall employ a certified public accountant (the "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 General 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.

L. Electric Vehicle Charging

Any person or entity operating a business at the Airport which involves, in any respect, the electrical charging of vehicles for its customers in the parking garage attached to the Airport Terminal Building, may be required to pay a fee of ten percent (10%) of all of its sales or charges therefor.

M. Insurance Certificates

The following fees may be charged by the Authority to persons and entities which have a contractual obligation to provide the Authority with an insurance certificate naming the Authority as an additional insured and/or certificate holder, and said person or entity fails to timely perform its obligation to keep said insurance certificate current or up-to-date with the Authority as required: \$100.00 fee for the first violation, which shall increase to \$250.00

for each and every additional violation in any subsequent years. Notwithstanding the foregoing, with respect to any violation during any year that is not fully remedied within thirty (30) days after written notice thereof from the Authority, said person or entity shall be subject to an additional fee of \$500.00 for each thirty (30) day period thereafter in which the violation continues.

N. Requested Document Preparation or Approval Fees

In connection with a request made by a person or entity for the Authority to prepare and/or approve documents that are beneficial to said person or entity (or to a transaction to which said person or entity is a party), but which are not initiated by the Authority and are in the nature of an “accommodation” to said person or entity (e.g., easements, consents to assignment of leases, consents to subleases, temporary rights-of-entry, etc.), then, in such event, said person or entity shall pay a fee to help defray the costs incurred by the Authority’s staff in accommodating said request, which fee shall be determined based on the amount of work required of the Authority’s staff pursuant to the following tiers:

Tier I – Requires less than 5 hours of work, \$750.00;

Tier II – Requires between 5-10 hours of work, \$1,500.00; or

Tier III – Requires more than 10 hours of work, \$2,250.00.

O. Airside Semi-Truck Access

Truck owners or operators shall pay an access fee not to exceed \$200.00 per loading operation (as approved by the Executive Director) which occurs airside on the public apron area at the Airport; provided, however, the foregoing shall not apply if said truck owners or operators are providing services for a Signatory Air Carrier during this loading operation.

P. Film Crews

In connection with a request made by a person or entity for access or permission to film, videotape, or otherwise capture images at the Airport (the "Film Crew"), in the event said request is granted, the Authority may charge an access fee to the Film Crew to help defray the costs incurred by the Authority's staff in accommodating said request. The access fee shall be determined based on the total number of Authority staff accompanying the Film Crew while at the Airport (one Authority staff person for each six members of the Film Crew) and the total hours incurred by Authority staff in connection therewith; and the rate for each member of Authority's staff shall not be less than \$100.00 per hour. The foregoing provision and access fee shall not apply to the news media or reporters.

Q. Motor Vehicles in GTC

The Executive Director, including his/her designee, shall have the right to establish and enforce rules and restrictions pertaining to the amount of time that vehicles may park or "dwell" along the

main road through the Ground Transportation Center (“GTC”) for pick-up or drop-off purposes.

**Section V.** With respect to public safety fees:

A. Fingerprinting and Criminal Records Check

A fee of \$50.00 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.

B. Alarm System False Alarm Fees

1. The following fees may be charged for more than one (1) false alarm in a calendar year:

(a) For a first false alarm in a calendar year, a written warning shall be issued from the Airport Police Department or Airport Fire Department.

(b) For a second false alarm received in the same calendar year subsequent to the issuance of the written warning, a fee of \$25.00 will be charged.

(c) For a third or fourth false alarm received in the same calendar year subsequent to the issuance of the written warning, a fee of \$75.00 will be charged.

C. Badge Replacement Fees

The following fees may be charged for the replacement of badges issued by the Airport’s Badging Office:

1. For damaged badges -- \$10.00
2. For lost, ~~or~~ misplaced or non-returned badges -- \$75.00
3. For changes to existing badge (e.g., name change) by the badgeholder or his/her employer -- \$10.00

**Section VI.** With respect to copying fees:

- A. As permitted under Indiana Code § 5-14-3-8, the Authority may charge ~~\$0.10 per page for photocopies~~ certain fees and costs in connection with providing photocopies (\$0.10 per page for non-color copies and \$0.25 per page for color copies); certification of documents (\$5.00 per document); enhanced access; and duplicates of computer tapes, computer discs, microfilm, or similar or analogous record systems (the "direct cost" thereof, as defined in Indiana Code § 5-14-3 et. seq.).
- B. As permitted under Indiana Code § 9-29-11-1, the Airport Police Department may collect a fee of \$5.00 per report for copies of motor vehicle accident reports. The fees collected for motor vehicle accident reports shall be deposited into a training fund for police officers.

**Section VII.** With respect to telecommunications, internet, networking, and related IT services:

The following fees may be charged by Authority to any tenant or other user of the "Computerized Maintenance Management System" (CMMS) Infor EAM (replacement for the MP2 and Maximo

systems): One-time fee of \$2,250 per license, and \$775.00 annual maintenance fee.

In addition, the following fees may be charged for the services indicated below which are performed by the Authority's Information Technology Department at the request of any tenant or licensee of Authority:

A. TELECOMMUNICATIONS	<i>Tenant Rate</i>
Digital handset with dial tone	\$25/mo. per phone
Analog circuit for fax lines	\$25/mo. per line
Data jack/cabling (new service activations only)	\$250 (per jack; 1x fee)
Long distance service	\$.05/minute
Directory Assistance and collect calls will be charged back to tenant	At cost

B. INTERNET CONNECTIVITY & BANDWIDTH	<i>Tenant Rate</i>
Data jack/cabling (new service activations only)	\$250 (per jack; 1x fee)
Network configuration for wired/wireless Internet access setup	\$95 (per port; 1x fee)
Wired/wireless Internet connectivity:	
1.5 Mbs bandwidth	\$50/month
3 Mbs bandwidth	\$100/month
5 Mbs bandwidth	\$167/month
5+ Mbs bandwidth	Call for quote
Router/Firewall (NAT Addressable)	\$10/month

C. NETWORKING	<i>Tenant Rate</i>
Virtual Local Area Network (VLAN); up to five static IP addresses	\$95 per VLAN (1x fee)
Switched port access; patching/adding VLAN port(s)	\$7/month (per port)
Equipment cabinet in tenant communication room	\$10/month (per unit)
Additional inter-building fiber pairs (between buildings)	\$500/pair (per month) \$300/ea. add'l. pair (per month)
Additional intra-building fiber pairs to link terminal, concourse, Ground Transportation Center (GTC), or Garage Communication	\$65/pair per month

Room (GCR)	
Additional Cat 6 cables beyond base terminal build-out (cables from Comm. Room to tenant space)	\$19.95/cable per month
Additional Cat 3 cables beyond base terminal build-out (cables from Comm. Room to tenant space)	\$19.95/cable per month
Coax cable for cable TV	\$19.95/month per port

<b>D. MISCELLANEOUS</b>	<i>Tenant Rate</i>
Configure, move, add or change hardware/software	\$75/hour (1 hour minimum)
IT project consultation, management, design coordination	\$100/hour (1 hour minimum)

<b>E. VIDEO CONFERENCING</b>	<i>Tenant Rate</i>
Standard videoconferencing setup fee	\$95 per scheduled meeting
Standard videoconferencing (minimum of 2 sites, 1 hour)	\$45/site/hour
Additional videoconferencing options (added to standard rates and fees)	
-Encrypted data stream	\$30/site/hour
-Emergency meeting fee (startup w/i one hr of reservation)	\$35/site
-Linked-line dial in (includes toll-free number in N. America)	\$20/participant/hour
-Cancellation fee (applies with less than 24-hr notice)	25% of scheduled charges
-International connectivity	Call for quote

**Section VIII.**

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

**Section IX.**

As a condition precedent to the right of any person or entity under this General Ordinance (including, but not limited to, aircraft operators) to use the Airport, said person or entity shall comply with all of the reporting and payment requirements hereinabove set forth. Any such person or entity failing to comply with said requirements shall be barred from the use of any of the Authority's airport facilities and/or services.

**Section X.**

For all payments due to the Authority pursuant to the provisions of this General Ordinance, other agreements with Authority, or any funds payable to the Authority, there shall be added interest computed at the rate of 1.5% 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 XI.**

The rates, fees, and charges established in this General Ordinance are subject to review and modification by the Authority from time to time, to properly reflect the costs of the construction, operation, maintenance and expansion of the Authority's airport facilities.

**Section XII.**

The provisions of this General 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 General Ordinance.

**Section XIII.**

Any ordinances (or parts thereof) of the Authority that are inconsistent with the terms of this General Ordinance ~~(including, but not limited to, the Second Amended Ordinance)~~, are hereby superseded, to the extent of any such inconsistency, for the period from and after the Effective Date.

**Section XIV.**

Notwithstanding anything herein to the contrary, this General Ordinance shall be effective on ~~October 1, 2014~~ January 1, 2015 (the "Effective Date").

ENACTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**INDIANAPOLIS AIRPORT AUTHORITY\***

By: \_\_\_\_\_  
Mike Wells, President

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

\*Signed under authority of IAA Board Resolution #6-2013.

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

I, Alfred R. Bennett, the duly elected and qualified Secretary of the Indianapolis Airport Authority, Indianapolis, Indiana, do hereby certify that the foregoing is a full, true, and complete copy of General Ordinance No. 7-2014 adopted by the Indianapolis Airport Authority’s Board at a regular/special meeting of said Board held at its offices at the Indianapolis International Airport on December 19, 2014, and that said General Ordinance No. 7-2014 has not been amended, rescinded or revoked.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE INDIANAPOLIS AIRPORT AUTHORITY on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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



## BOARD MEMO – INTRODUCTION OF BOND ORDINANCES

To: IAA Board of Directors  
From: Robert B. Thomson, Sr. Director of Finance/Treasurer  
Date: November 6, 2014  
Board Date: November 21, 2014  
Subject: Introduction of General Ordinance No. 8-2014

The Indianapolis Airport Authority is hereby introducing General Ordinance No. 8-2014.

General Ordinance No. 8-2014 is an Amendatory Ordinance, amending General Ordinance 6-2014, which authorized the sale and issuance of the Authority's 2014A Revenue Bonds to refund the 2004A Revenue Bonds. This ordinance will make changes to the definition of "2014 Debt Service Reserve Requirement" in order to make such definition consistent throughout the appendices to the 2014A Official Statement.

The final public hearing on the adoption of the above-referenced Ordinances will occur at the IAA Board meeting scheduled for December 19, 2014.

**GENERAL ORDINANCE NO. 8 -2014**

**AMENDING GENERAL ORDINANCE NO. 6-2014**

An Ordinance of the Indianapolis Airport Authority,  
Amending a Supplemental Ordinance of the Indianapolis Airport Authority Concerning  
the Authority's Issuance of One or More Series of Additional Revenue Bonds Designated  
"Indianapolis Airport Authority Refunding Revenue Bonds, Series 2014" to Refund a Portion of  
the Authority's Outstanding Revenue Bonds and Other Matters Related Thereto.

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I	
AMENDMENT PURSUANT TO ARTICLE IX OF THE MASTER ORDINANCE.....	1
Section 1.01.    Amendment to Section 1.2 of the Supplemental Ordinance .....	1
ARTICLE II	
MISCELLANEOUS .....	3
Section 2.01.    Further Procedures .....	3
Section 2.02.    Limitation of Liability of Members of the Board and Officers of the Authority .....	3
Section 2.03.    Construction and Severability .....	3
Section 2.04.    Repealer.....	3
Section 2.05.    Effective Date.....	3

**GENERAL ORDINANCE NO. 8-2014**

**AMENDING GENERAL ORDINANCE NO. 6-2014**

An Ordinance of the Indianapolis Airport Authority (the “Authority”) amending a Supplemental Ordinance of the Indianapolis Airport Authority Concerning the Authority’s Issuance of One or More Series of Additional Revenue Bonds Designated “Indianapolis Airport Authority Refunding Revenue Bonds, Series 2014” to Refund a Portion of the Authority’s Outstanding Revenue Bonds and Other Matters Related Thereto.

WHEREAS, the Board of the Indianapolis Airport Authority (the “Board”) adopted General Ordinance No. 5-2014 on August 15, 2014 (the “Master Ordinance”), which consolidated and restated General Ordinance No. 4-2002, as so amended, which ordinance provides that the outstanding revenue bonds and the supplemental ordinances authorizing such bonds shall be governed by the provisions of the Master Ordinance; and

WHEREAS, the Board adopted General Ordinance No. 6-2014 on August 15, 2014 (the “Supplemental Ordinance” and together with the Master Ordinance, the “Ordinance”), which supplemented the Master Ordinance by authorizing the issuance of 2014 Authority Bonds (as defined in the Supplemental Ordinance); and

WHEREAS, pursuant to Article IX of the Master Ordinance, the Authority may make certain amendments to the Ordinance; and

WHEREAS, the Board desires to approve this General Ordinance No. 8-2014 for the purpose of adopting the amendment set forth in Section 1.01;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF THE INDIANAPOLIS AIRPORT AUTHORITY:

**ARTICLE I**

**AMENDMENT PURSUANT TO ARTICLE IX OF THE MASTER ORDINANCE**

**SECTION 1.01. Amendment to Section 1.2 of the Supplemental Ordinance.**

The definition of “2014 Debt Service Reserve Requirement” in Section 1.2 of the Supplemental Ordinance is amended to read as follows:

“2014 Debt Service Reserve Requirement means, if the 2014 Authority Reserve Account is created as provided in Section 4.8 hereof, the least of the following: (1) the maximum annual principal and interest due on the 2014 Authority Bonds in any future calendar year; (2) 125% of the average annual principal and interest payments due on the 2014 Authority Bonds; and (3) 10% of the principal amount of the 2014 Authority Bonds, which shall be calculated by an Authorized Airport Representative and communicated to the Trustee. In the event there are Secured Bonds elected by an Authorized Airport Representative, the 2014 Debt Service

Requirement shall be redefined by the Authorized Airport Representative to measure parts (1)-(3) above based upon all of the Secured Bonds.”

## ARTICLE II

### MISCELLANEOUS

SECTION 2.01. Further Procedures. Any Authorized Airport Representative and any other appropriate officials of the Authority, are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this ordinance.

SECTION 2.02. Limitation of Liability of Members of the Board and Officers of the Authority. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member of the governing body, officer, employee or agent of the Authority in his respective individual capacity. No member of the governing body, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by him pursuant to this ordinance or the Act, provided such member, officer, employee or agent acts in good faith and with due diligence.

SECTION 2.03. Construction and Severability. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be inconsistent with the Master Ordinance or Supplemental Ordinance, invalid or unenforceable, the inconsistency, invalidity or unenforceability of such section, paragraph, clause or provision shall not affect the terms of the Master Ordinance, Supplemental Ordinance, or any of the remaining provisions of this ordinance.

SECTION 2.04. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith, are hereby repealed to the extent of such inconsistency.

SECTION 2.05. Effective Date. Pursuant to the provisions of Article IX of the Master Ordinance, the amendment to the Ordinance identified in Article I hereof shall be in full force and effect upon the issuance of the 2014 Authority Bonds.

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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

INDIANAPOLIS AIRPORT AUTHORITY

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Michael W. Wells, President

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Kelly J. Flynn, Vice-President

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Alfred R. Bennett, Secretary

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Philip C. Borst, Member

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Karen Caswelch, Member

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Steven Dillinger, Member

---

Jack Morton, Member

---

Jean Wojtowicz, Member

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Brett Voorhies, Member



## **BOARD MEMO – LAND USE INITIATIVE**

**THE BOARD MEMO AND RESOLUTION FOR THE LAND USE INITIATIVE WILL BE MADE AVAILABLE AT THE NOVEMBER BOARD MEETING.**